

39

1959

No. ....

25, 1960

Supreme Court of Ceylon  
No. 457 (Final) of 1954

District Court, Colombo  
288 Z

IN HER MAJESTY'S PRIVY COUNCIL  
ON AN APPEAL FROM  
THE SUPREME COURT OF CEYLON

BETWEEN

THE LAND COMMISSIONER, Colombo

*Defendant-Respondent*  
APPELLANT

AND

1. M. LADAMUTTU PILLAI KATHIR-  
KAMAN PILLAI of Bridge Street,  
Chilaw, Administrator of the Estate of  
Plaintiff-deceased

*Substituted-Plaintiff-Appellant*  
RESPONDENT

2. W. A. DON ELARIS PERERA of  
Marawila

*Added-Defendant-Respondent*  
RESPONDENT

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RECORD  
OF PROCEEDINGS

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ON AN APPEAL FROM  
THE SUPREME COURT OF CEYLON

UNIVERSITY OF LONDON  
W.C.1.  
- 7 FEB 1961  
INSTITUTE OF ADVANCED  
LEGAL STUDIES

50924

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THE LAND COMMISSIONER, Colombo

*Defendant-Respondent*  
APPELLANT

AND

1. M. LADAMUTTU PILLAI KATHIR-  
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Plaintiff-deceased

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RECORD OF PROCEEDINGS

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CORRECTION SLIP  
\*\*\*\*\*

<u>Page</u>	<u>Line</u>	<u>Error</u>	<u>Correction</u>
36	13	Adithira	Aditha
40	11	COMMISSIONER of LAND	LAND COMMISSIONER
61	17	Chettiar on the	Chettiar. On the
65	Head Note	11.6.53	6.11.53
74	3	thereup on	thereupon
75	21	Agree	agree
84	23	restrined	restrained
110	6	appeal made in be	appeal be
117	4	'Whatever	"Whatever
136	Head Note	Mortgage Bond attested by	Mortgage Bond No. 533 attested by
157	12	East by lot 2	East by lot 1
165	35	Siyambalagahawatta	"Siyambalagahawatta"

*N. C. G. L.*

Registrar, Supreme Court,  
CEYLON  
29th July, 1959.

No. 1

Journal Entries

No. 1.  
Journal Entries  
5.5.50.  
to  
21.3.58.

TORN .....

5.5.50

10 The plaintiff in these proceedings has applied to the Supreme Court in application No. 102 of 1949 for the same relief as prayed for in this action and that application is listed for hearing on the 10th May, 1950. Proctor for defendants accordingly moves to take this case off the trial roll and fix a date convenient to Court for the case to be called

Proctor for Plaintiff consents.

Call on 9.5.50.

Intld.———.

9.5.50

Case called—Vide J. E. of 5.5.50.

Mr. J. H. M. Fernando for plaintiff.

Mr. Trevor de Saram for defendants.

20 Mr. de Saram states that this same matter is coming up before the Supreme Court tomorrow and he moves that this case be called 2 weeks hence.

Call on 23.5.50.

Intld.———.

23.5.50

Case called—Vide J. E. of 9.5.50.

Mr. J. H. M. Fernando for plaintiff.

Mr. Trevor de Saram for defendants.

30 Mr. Fernando states that the matter has not come up before the Supreme Court yet. He moves that this case be called a month hence.

Call on 23.6.50.

Intld.———.



No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—contd.

23.6.50

Case called—Vide J. E. of 23.5.50.  
Mr. J. H. M. Fernando of plaintiff.  
Mr. Trevor de Saram for defendants.  
Vide proceedings.  
Call case on 22.9.50.

Intld.———,  
A. D. J.

22.9.50

Case called—Vide J. E. of 23.6.50.  
Mr. J. H. M. Fernando for plaintiff.  
Mr. Trevor de Saram for defendants.  
Mr. de Saram states that the Supreme Court case has not been disposed of.  
Call case on 20.12.50.

10

Intld.———.

20.12.50

Case called—Vide J. E. of 22.9.50.  
The Proctors state that the matter has not yet been decided.  
They move that the case be laid by.

20

Intld.———

24.2.51

The application to Supreme Court for an injunction in proceedings No. 102 of 1949 having been withdrawn by the Plaintiff, Proctor for Defendants moves to restore this case to the trial roll and that a trial date be fixed.

He further moves to ammend the answer filed in this case by inserting a new sub-para. 5 of the answer to read as follows :—

“5 (c) in any event the Plaint discloses no cause of action against the present defendant.”

30

Proctor for plaintiff consents.  
Amendment allowed.

Trial on 25.7.51.

Intld.———.

10.4.51

Mr. G. A. Nissanka, Proctor, files appointment as Proctor for Petitioner together with Petition and affidavit and moves that the petitioner be added as a defendant and a date be given him to file answer.

No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—contd.

Proctor for Plaintiff and Proctor for defendants received notice.  
Mention 17.4.

Intld.———.

17.4.51

10 Case called—Vide J. E. of 10.4.51.  
Mr. J. H. M. Fernando for plaintiff.  
Mr. C. T. de Saram for defendants.  
Mr. G. A. Nissanka for petitioner.  
Petitioner and his Proctor are absent.  
No order.

Intld.———.

24.4.51

Proctor for Petitioner moves to call this case on 2.5.51, so that the application of the Petitioner may be supported.

20 Proctor for plaintiff received notice.  
Call on 2.5.

Intld.———,  
D. J.

2.5.51

Case called—Vide J. E. of 24.4.51

Vide proceedings filed Plaintiff is dead. Take case off trial roll to enable Proctor for plaintiff to substitute an administrator to the Estate.

Intld.———,  
A. D. J.

30

No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—*contd.*

24.11.51

Proctor for Petitioner files petition and affidavit and for reasons stated therein moves for notice on the Respondents to show cause if any (1) why the petitioner should not be added as the 3rd defendant in the case, (2) why this action should not be abated.

File proxy and move.

Intld.———.

7.12.51

Proctor for petitioner moves that Court be pleased to make order on the petition and affidavit filed as proxy of the petitioner has already been filed on 14.4.51. 10

Issue notice on 1 and 2 defendants for 1.2.52 in the first instance.

Intld.———,  
D. J.

17.1.52

Notice issued on 1 and 2 defendants.

1.2.52

Mr. G. A. Nissanka for petitioner.

Mr. C. Trevor de Saram for 1st defendant respondent.

Notice to add petitioner as 3rd defendant served. 20

2nd defendant respondent moves for leave to revoke the proxy granted by him to Mr. C. Trevor de Saram.

Notice of revocation given to Mr. C. T. de Saram filed.

Proxy and objections on 22.2.

Intld.———,  
D. J.

6.2.52

Under the provisions of Section 27 (2) of the Civil Procedure Code, Attorney-General moves that Court be pleased to grant leave of Court to revoke Proxy granted to Mr. C. T. de Saram, Proctor, S. C. notice of revocation filed. 30

Allowed.

Proxy is revoked.

Intld.———,  
D. J.

6.2.52

Mr. B. K. Billimoria files appointment as Proctor for the 2nd defendant together with revocation and moves same be filed.

File.

Intld. \_\_\_\_\_,  
D. J.

No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—contd.

11.2.52.

Mr. B. K. Billimoria files appointment as Proctor for the 1st defendant together with revocation and moves that these be filed.

10 File.

Intld. \_\_\_\_\_,  
D. J.

22.2.52

Mr. G. A. Nissanka for petitioner.

Mr. B. K. Billimoria for 1st and 2nd defendants-respondents.

Objections not filed.

Mr. Rodrigo for petitioner apply to be added states plaintiff is dead.

Notice 1st to 7th respondents to show cause why they should not be substituted. Returnable 21.3.

20

Intld. \_\_\_\_\_,  
D. J.

26.2.52

Proctor for defendants with notice to proctor for plaintiff files Bill of Cost.

Tax Bill.

Intld. \_\_\_\_\_,  
D. J.

11.3.52

Bill taxed @ Rs. 178.05.

30

Intld. \_\_\_\_\_,  
Asst. Secy.

No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—contd.

12.3.52

Notice of substitution issued on 1-7 respondents.

21.3.52

Mr. G. A. Nissanka for Petitioner.

Notice of substitution served.

1st respondent }  
2nd respondent } Proxy filed.

3rd respondent } Absent.

4th respondent } Proxy filed.

5th respondent }  
6th respondent } Absent.

7th respondent }

10

4-7 respondents are stated to be minors.

3rd is said to be of unsound mind.

Take steps. 16/5.

Intld. \_\_\_\_\_,  
D. J.

24.3.52

Deficiency Rs. 19.50 called from Proctor for plaintiff for 16.5.52.

19.4.52

20

Mr. G. A. Nissanka, Proctor files petition and affidavit of the petitioner and for reasons stated therein moves to enter Order Nisi in terms of the prayer of the petition and petitioner further moves that the 3rd to 7th respondents be ordered to be produced in Court.

Nisi for 16.5.52

Intld. \_\_\_\_\_,  
D. J.

Order Nisi entered.

16.5.52

Order Nisi not issued on respondents.

30

Issue now for 13.6.52

Intld. \_\_\_\_\_,  
D. J.

16.5.52

Order Nisi extended.

5.6.52

Order Nisi issued on defendant—Chilaw.

13.6.52

Mr. G. A. Nissanka for petitioner.

Mr. J. H. M. Fernando for 1, 2 and 4 respondents.

Order Nisi not served on 8th respondent.

Re issue for 11.7.52.

10 Order Nisi served on 1st respondent.

He is absent.

Intld. ————,  
D. J.

13.6.52

Order Nisi on 8th respondent extended.

18.6.52

Order Nisi removed for re-issue.

19.6.52

Order Nisi re-issued on defendant—Chilaw.

20 11.7.52

Mr. G. A. Nissanka for petitioner.

Mr. J. H. M. Fernando for 1, 2 and 4 respondents.

Office : Deficiency Rs. 19·50 due on Proxy of 1, 2 and 4 respondents.

Call for it for 1.8.52

Order Nisi served.

8th respondent is absent.

Enter Order Absolute.

Intld. ————,  
D. J.

30 22.7.52

Deficiency Rs. 19·50 called for from Proctor for 1, 2 and 4 respondents for 1.8.

22.7.52

For the reasons stated in the petition and the affidavit of the petitioner already filed, Proctor for petitioner moves that Court be pleased to Order notice on the 1st, 2nd, 3rd and 8th respondents

No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—contd.

in this case to show cause, if any (1) why the petitioner should not be added as 3rd defendant, (2) why Order should not be made abating this action.

Support.

Intld. \_\_\_\_\_,  
D. J.

1.8.52

Mr. J. H. M. Fernando for 1, 2 and 4 respondents.

Deficiency Rs. 19.50 due from 1, 2 and 4 respondents (Called for—Vide J. E. of 22.7.52

10

Notice respondents for 5.9.

Intld. \_\_\_\_\_,  
D. J.

5.8.52

Notice of Deficiency issued on 1, 2 and 4 respondents with Precept to Dy. Fiscal Chilaw returnable 2.9.

Intld. \_\_\_\_\_,  
D. J.

5.9.52

Notice of Deficiency served.

20

1st Respondent  
2nd Respondent  
4th Respondent } Absent.

Deficiency Rs. 19.50 plus

Rs. 2.40 on account Cost of Notice due 19.9.

Intld. \_\_\_\_\_,  
D. J.

19.9.52

Mr. J. H. M. Fernando for 1, 2 and 4 respondents.

Deficiency Rs. 19.50 and Rs. 2.40 on account of cost of Notice due from 1, 2 and 4 respondents, for 10.10.

30

Intld. \_\_\_\_\_,  
D. J.

10.10.52

Mr. J. H. M. Fernando for 1, 2 and 4 respondents.

Deficiency Rs. 19.50 and Rs. 2.40 on account of cost of notice due from 1, 2 and 4 respondents—Tendered.

Intld. \_\_\_\_\_,  
D. J.

18.10.52

Proctor for Petitioner files petition, affidavit and moves for a notice on the 1, 2 and 8 respondents to show cause why the Petitioner should not be added as the 3rd defendant and why order of abatement should not be made in this case.

No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—*contd.*

Notice for 21.11.52.

Intld. \_\_\_\_\_,  
D. J.

10.11.52

10 Notices issued on 1, 2 and 8th respondents.

21.11.52

Mr. G. A. Ni sankha for Petitioner.

Notice to add Petitioner as 3rd defendant and notice why order of abatement should not be entered in this case served.

1st respondent }  
2nd respondent } Objection 12.12.  
8th respondent absent.

Intld. \_\_\_\_\_,  
D. J.

20 12.12.54

Mr J. H. M. Fernando for 1-2 respondents.  
Objections of 1-2 respondents.  
S. O. 16.1.

Intld. \_\_\_\_\_,  
D. J.

16.1.53

Objections of 1-2 respondents filed.  
Inquiry on 11.3.

30

Intld. \_\_\_\_\_,  
D. J.

Deficiency Rs. 27.90 due for on objections of 16.1.53 of 1-2 respondents.

Intld. \_\_\_\_\_,  
16/1

Vide J. E. of 16.1.53 called.

Intld. \_\_\_\_\_,  
16/1

20.2.53

40 Proctor for 3rd defendant moves to file the list of witnesses and documents.



No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—contd.

Proctor for plaintiffs and 1st and 2nd defendants received notice.  
File.

Intld. ————,  
D. J.

11.3.53

Inquiry Vide J. E. of 16.1.53.

Mr. G. A. Nissanka for Petitioner.

Mr. J. H. M. Fernando for 1-2 respondents.

Vide proceedings of 11.3.53 filed.

Steps on 31.3.53 application to abate is withdrawn.

10

Intld. ————,  
D. J.

31.3.53

Case called vide J. E. of 11.3.53.

Mr. J. H. M. Fernando for plaintiff files papers for substitution  
of administrator.

Mr. Billimoria for 1st and 2nd defendants who are also 1 and 2 res-  
pondents.

Mr. Adv. Rodrigo for original petitioner.

Of consent the application to substitute Kathirkaman Pillai the  
present petitioner is allowed. 20

He and the 1st and 2nd defendants consent to Elaris Perera being  
added as a defendant.

Add him as 3rd defendant.

Answer of 3rd defendant for 15.5.

Intld. ————,  
D. J.

Substitution done.

Intld. ————,  
31/3

20.4.53

30

Deficiency Rs. 30.50 called for from the Proctor for defendant  
for 15.5.

15.5.53

Mr. J. H. M. Fernando for substituted plaintiff.

Mr. B. K. Billimoria for 1-2 defendants.

Mr. G. A. Nissanka for 3rd defendant.

Answer of 3rd defendant filed.

Deficiency due from Mr. J. H. M. Fernando.

Proctor for plaintiff as follows :—

1. Rs. 27·90 on objections—Vide J. E. of 16.1.53 filed by him (Called for Vide J. E. of 16.1.53).
2. Rs. 30·50 on affidavit of the substituted plaintiff (Called for Vide J. E. of 20.4.53.)

Called 29.5 for stamp duty.

Intld.———,   
 D. J.

29.5.53

- 10 Mr. J. H. M. Fernando for substituted plaintiff.  
Case called—Vide J. E. of 15.5.53.  
Deficiency Rs. 27·90 plus Rs. 30·50=(Rs. 58·40) paid.  
Trial on 30.9.

Intld.———,   
 D. J.

4.9.53

Proctor for 1st and 2nd defendants move for leave of Court to administer an Interrogatory on the plaintiff.

- 20 He also moves Court to allow the said Interrogatory to be served on Mr. J. H. M. Fernando Proctor for the said plaintiff.

Allowed for 18.9.

Intld.———,   
 D. J.

18.9.53

Notice of Interrogatory not issued.

Issue finally for 25.9.53.

Intld.———,   
 D. J.

22.9.53

- 30 Notice issued, on Proctor for plaintiff.

23.9.53

Proctor for 3rd defendant files list of witnesses and moves for summons.

Proctor for 1 and 2 defendants received notice.

Copy sent by post to Proctor for plaintiff.

Allowed.

Intld.———,   
 D. J.

23.9.53

- 40 Summons issued on 1 witness by 3rd respondent.

No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—*contd.*

25.9.53

Mr. J. H. M. Fernando for substituted plaintiff.

Mr. B. K. Billimoria for 1-2 defendants.

Notice of interrogatories served on Proctor for substituted plaintiff.

Substituted plaintiff is absent.

10 days not lapsed.

Mention on 30.9.53.

Intld. \_\_\_\_\_,  
D. J.

30.9.53

Trial vide J. E. of 29.5.53.

Mr. J. H. M. Fernando for substituted plaintiff instructing Mr. Adv. E. B. Wickramanayaka Q.C. and Mr. Wanigatunga.

Mr. Adv. B. K. Billimoria for 1-2 defendants instructing Mr. Adv. Thiruchelvam C.C. and Mr. Adv. Subasinghe C.C.

Mr. G. A. Nissanka for 3rd defendant.

Instructing Mr. Adv. S. C. E. Rodrigo.

Vide proceedings filed.

Addresses for 20.11.53.

Intld. \_\_\_\_\_,  
D. J.

29.10.53

Case called for advance the date of Trial.

Mr. J. H. M. Fernando for plaintiff.

Mr. B. K. Billimoria for 1-2 defendants.

Mr. G. A. Nissanka for 3rd defendant.

Mr. Fernando is absent. Messrs. Billimoria and Nissanka are present. I advance trial for addresses for 6.11.53 (If this date does not suit Mr. Fernando, I shall reconsider fixing another date for addresses.

Intld. \_\_\_\_\_,  
D. J.

Secy.

Please inform Mr. Fernando and request him to contact me immediately if this date does not suit him.

Intld. \_\_\_\_\_,  
D. J.

Informed Mr. Fernando.

6.11.53

Addresses: Vide J. E. of 29.10.53.

Mr. J. H. M. Fernando for plaintiff instructing Mr. Adv. Wanigatunga.

10

20

30

40

Mr. B. K. Billimoria for 1-2 defendants instructing Mr. Adv. Thiruchelvam C.C. and Mr. Adv. Subasingho C.C.

No. 1,  
Journal Entries  
5.5.50  
to  
21.3.58—contd.

Mr. G. A. Nissanka for 3rd defendant instructing Mr. Adv. Rodrigo.

Vide proceedings.

Judgement for 13.11.53.

Intld. \_\_\_\_\_,  
D. J.

P1-P8 filed.

10 Deficiency of stamp duty Rs. 34.80 called for from the Proctor for plaintiff for 18.12.53.

6.11.53

1D1 filed.

6.11.53

3D1 and 3D2 filed.

13.11.53

Mr. J. H. M. Fernando for plaintiff.

Mr. B. K. Billimoria (Crown Proctor) for 1 and 2 defendants.

Mr. G. A. Nissanka for 3rd defendant.

20 Judgement.

Judgement delivered in the presence of the plaintiff, Messrs. Billimoria and Nissanka.

Enter Decree accordingly.

Intld. \_\_\_\_\_,  
D. J.

Decree entered.

27.11.53

30 Proctor for substituted plaintiff-appellant files petition of appeal from the substituted plaintiff together with notice of tendering security for service on proctor for 1 defendants. He also tenders stamps for the value of Rs. 94.50 for Supreme Court Judgement and certificate in appeal. Stamps are affixed to blank forms and cancelled.

Accept.

Issue for 4.12.

Intld. \_\_\_\_\_,  
D. J.

No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—*contd.*

27.11.53

Proctor for substituted plaintiff-appellant files application for typewritten copies under the Civil Procedure Rules and moves for a paying-in-voucher for Rs. 25.

Issue.

Intld. \_\_\_\_\_,  
D. J.

30.11.53

Notice of security issued to W. P. to the served on Crown Proctor and on Mr. G. A. Nissanka returnable 3.12.53.

10

Intld. \_\_\_\_\_.

Paying in Voucher for Rs. 25 issued.

Paying in Voucher for Rs. 250 issued.

4.12.53

Mr. J. H. M. Fernando for substituted plaintiff appellant.

Mr. B. K. Billimoria for 1-2 defendants (Crown) Respondents.

Mr. G. A. Nissanka for 3rd defendant-respondent.

Notice of tendering security served on Proctor for respondents.

Amount offered as Security is accepted.

On Bond being perfected issue notice of appeal for 29.1.54.

20

Intld. \_\_\_\_\_,  
D. J.

9.12.53

Proctor for 1st and 2nd defendants-respondents applies for typewritten copies of the record under Civil Appellate Rules.

Issue.

Intld. \_\_\_\_\_,  
D. J.

9.12.53

Proctor for substituted plaintiff-appellant files security bond Kachcheri Receipts for Rs. 500 and Kachcheri receipt for Rs. 25 being copying fees and notices of appeal.

30

Vide Journal Entry of 4.12.53.

File.

Issue.

Intld. \_\_\_\_\_,  
D. J.

18.12.53

Mr. J. H. M. Fernando for substituted plaintiff.

Deficiency of stamp duty Rs. 34·80 due from substituted plaintiff called for

15.1.54.

Intld. \_\_\_\_\_,  
D. J.No. 1.  
Journal Entries  
5.5.50  
to  
21.3.58—contd.

15.1.54

Deficiency of stamp duty Rs. 34·80 tendered.

Intld. \_\_\_\_\_,  
D. J.

10

29.1.54

Notice of appeal served on :—

1. Proctor for 1-2 defendants (Crown) respondents.
2. Proctor for 3rd defendant-respondents.

Forward record to the Supreme Court.

Intld. \_\_\_\_\_,  
D. J.

4.3.54

Appeal Typist Branch moves to call for additional fees Rs. 62·50 from Mr. J. H. M. Fernando, Rs. 125 from Mr. Billimoria for 2 copies, 20 Rs. 62·50 from Mr. G. A. Nissanka for one copy.

Call for by registered post.

Intld. \_\_\_\_\_,  
D. J.

9.3.54

Fees called for from Proctors by registered post.

22.3.54    V    No. 1366  
K. R.    10    16415    of 12.3.54 for

30    Rs. 62·50 filed.

No. 1.  
Journal Entries  
5-5-50  
to  
21.3.58—contd.

26-3-54.

Kachcheri receipt V/10 No. 1676/16725 of 16.3.54 for Rs. 125 filed.

5.6 54

Kachcheri receipt V/10 No. 2616/28939 of 31.5.54 for Rs. 62.50 filed.

5:10.54

Record forwarded to Registrar, Supreme Court, with 2 briefs for the Judges.

Intld.———, 10  
Asst. Secy.

21.3.58

Registrar, Supreme Court, returns record with Supreme Court Judgment.

Appeal allowed and it is ordered that judgment be entered for substituted-plaintiff directing that an injunction be issued restraining defendants jointly or in the alternative from taking steps under Ordinance No. 61 of 1942 to acquire the lands described in the Schedule to Supreme Court Judgment. 2nd respondent to pay to substituted plaintiff appellant the taxed costs in Supreme Court and Court below. 20

Proctors to note.

Intld.———,  
D. J.

21.3.58

Registrar, Supreme Court, calls for record as an application for Conditional Leave to appeal to the Privy Council has been filed.

Forward record.

Intld.———, 30  
D. J.

## Plaint of the Plaintiff

## IN THE DISTRICT COURT OF COLOMBO

M. LADAMUTTU PILLAI *alias* SITTAMPALAM PILLAI  
(Dead) of No. 16, Bridge Street, Chilaw . . . . . *Plaintiff-Deceased.*

LADAMUTHU PILLAI KATHIRKANAM PILLAI of Bridge  
Street, Chilaw, Administrator of the Estate of the Plaintiff  
Deceased . . . . . *Substituted Plaintiff.*

*Vs.*

10 (1) THE ATTORNEY GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER, Colombo, (3) W. A. DON ELARIS PERERA  
of Marawila . . . . . *Defendants.*

On this 23rd day of July, 1949.

The Plaintiff of the Plaintiff above-named appearing by his Proctor  
John Henry Matthow Fernando, states as follows :—

1. The 1st defendant abovenamed is the Attorney-General of  
Ceylon and is sued as representing the Crown. The 2nd defendant  
is the Land Commissioner on whom certain powers are conferred  
by Ordinance No. 61 of 1942.

20 2. The defendants reside and have their places of business in  
Colombo within the jurisdiction of this Court.

3. One Elaris Perera was the owner of the lands called :—

(a) Keeriyankalliya Estate

(b) Dangahawatta *alias* Thalgahawatta or Dangahawattakelle.

(c) Siyambalagahawatta Mukalana, Thalawewa Mukalana and  
Siyambalagahawatta, and

(d) Angunuwila estate, situated in the Chilaw and Puttalam  
Districts and morefully described in the Schedule to this plaint.

30 4. The said Elaris Perera by Mortgage Bond No. 391 of 30th  
September 1925 attested by T. Q. Fernando, Notary Public, gave a  
mortgage of the said land and other lands to M. S. V. S. Sockalingam  
Chettiar, M. S. U. Subramaniam Chettiar and A. R. K. M. Arunasalam  
Chettiar for a sum of Rs. 50,000.



No. 2.  
Plaint of the  
Plaintiff  
23.7.49—contd.

5. By Bond No. 533 of 9th April, 1930, attested by P. J. Loos, Notary Public, the said Elaris Perera executed a secondary mortgage of the said land in favour of M. S. O. Muttiah Chettyar, M. S. O. Velayuthan Chettyar, M. S. O. Supramaniam Chettyar, and M. S. O. Sokalingam Chettyar and S. K. N. S. Sekappa Chettiar in a sum of Rs. 25,000.

6. The said Elaris Perera thereafter executed a tertiary Bond by deed No. 2339 dated 8th March 1931 attested by T. P. M. F. Goonawardene, Notary Public.

7. The said Bond No. 533 of 9th April, 1930 was put in suit in 10  
D. C. Negombo case No. 7365 and decree was entered the 22nd June 1933 in favour of M. S. O. Sokkalingam Chettyar for a sum of Rs. 32,625.00 with further interest on Rs. 25,000 at the rate of 15 per cent. per annum from 7.2.33 till date of Decree with further interest on the aggregate amount of the decree at 9 per cent. per annum till payment in full and costs of action payable within four months of Decree.

8. Thereafter the said Elaris Perera by Deed No. 4010 dated 4th May 1933 attested by P. D. F. de Croos, Notary Public, transferred 2/3 share of the said land to M. S. O. Sockkalingam Chettyar 20  
and the remaining 1/3 to S. K. M. S. Sekappa Chettyar. The consideration for the said transfer was satisfaction of the decree in the said Mortgage Action No. 7365 of the District Court of Negombo and also the discharge of the debt due on Mortgage Bond No. 391 dated 30th September 1925 attested by T. Q. Fernando, Notary Public.

9. The said M. S. O. Sockkalingam Chettyar by Deed No. 1375 of 10th October 1940 attested by H. T. Ramachandra, Notary Public, transferred an undivided 1/3rd share of the said lands to Velaithan Chettyar and by Deed 1387 of 13th October, 1940 attested 30  
by H. T. Ramachandram, Notary Public transferred the remaining 1/3rd to Kalyani Atchy as Administratrix of the estate of her husband Muttiah Chettiar and in her personal capacity and to Meyappa Chettiar the son of the said Muttiah Chettiar. The said deeds were ratified and confirmed by deed 1396 of 5th March 1941 attested by H. T. Ramachandram, Notary Public.

10. By Deed 761 of 24th February 1945 attested by C. A. L. Corea, Notary Public, the said Sekappa Chettiar, Velaithan Chettiar, Kalyani Atchi in her personal capacity and as Administratrix of Muttiah Chettiar and Mayappa Chettiar transferred the entirety 40  
of the said lands to the plaintiff for a sum of Rs. 75,000 and the plaintiff entered into possession thereof.

11. On or about 7th February 1949 the second defendant in capacity as Land Commissioner acting for and on behalf of the Crown informed the plaintiff that the lands in question were lands which he was authorized to acquire under the provisions of Ordinance 61 of 1942 and that he was taking steps to acquire them.

12. The plaintiff states that he is a bona fide purchaser for value from the original transferees of the said lands from the said Elaris Perera and that the 2nd defendant has no power under the said Ordinance to acquire the lands from him.

No. 2.  
Plaint of the  
Plaintiff  
23.7.49—contd.

13. A cause of action has therefore accrued to the plaintiff to sue the defendants jointly or in the alternatively for an injunction restraining them from taking steps to acquire the said lands.

14. Due notice of this action has been given in terms of Section 461 of the Civil Procedure Code.

10 15. The subject matter of this action is reasonably of the value of Rs. 75,000.

Wherefore the plaintiff prays :—

(1) For an injunction restraining the defendants jointly or in the alternative from taking steps under Ordinance 61 of 1942 to acquire the lands described in the schedule hereto—

(ii) For costs and for such other and further relief as to the Court shall seem meet.

(Sgd.) J. H. M. FERNANDO,  
*Proctor for Plaintiff.*

20

THE SCHEDULE REFERRED TO

1. All that allotment of land called and known as Keeriyankalliya estate situated at Keeriyankalliya in Rajakumaravanni Pattu pertaining to Puttalam Pattu South, Puttalam Pattu Korale in the District of Puttalam, North Western Province and which said allotment is bounded on the north by the land of K. D. Victor, the land of Muttar Suppiah and Keeriyankalliyawewa, east by Keeriyankalliyawewa and field of W. Elaris Perera, south by Compass road leading from Puttalam-Chilaw High road to Andigama and west by the High Road leading from Puttalam to Chilaw containing  
30 in extent Forty two acres and nine perches (A 42. R0. P9) as per Survey Plan No. 1531 dated 14th December 1929 made by A. M. Perera Licensed Surveyor of Chilaw and registered under H. 81/228 with soil plantations and buildings and everything appertaining thereto.

2. All those contiguous allotment of land called Dangahawatta *alias* Thalghawatta or Dangahawattakelle forming the property situated at Angunawila in Rajakumaravanni Pattu aforesaid and bounded on the north and east by Devata Road, south by the road leading from Keeriyankalliya to Andigama, and west by the  
40 land of Ponniah and others containing in extent six acres and two perches (A6. R.O. P2) and registered under H. 81/218 with soil plantations, buildings and everthing appertaining thereto.

No. 2.  
 Plaint of the  
 Plaintiff  
 23,749--*contd.*

3. All that divided and defined block of all those contiguous allotment of land called Siyambalagahawatta Mukalana, Thalawewa Mukalana Siyambalagahawatta situated at Angunuwila aforesaid and said divided and defined block is bounded on the north by the field of W. A. A. Don Elaris Perera, Crown Jungle and Gansabawa road, east by Gansabawa road, south by Compass Road from Keeriyankalliya Church containing in extent nine acres three roods and thirty two perches (A9. R3. P32) and registered under H. 81/229 with soil plantations buildings and everything appertaining thereto.

10

4. All that land called and known as Angunuwila estate situated at Angunuwila aforesaid and bounded on the north by the land belonging to the Crown, east by the land belonging to the Crown and the land of Ponniah Mudalali, south by the land of K. D. Francis Xavier, and west by the Gansabawa road containing in extent sixty five acres three roods and six perches (A65. R3. P6) as per Plan No. 1532 dated 14th December 1929 made by A. M. Perera Licensed Surveyor of Chilaw and registered under H. 81/230 with soil plantations buildings and everything appertaining thereto.

(Sgd.) J. H. M. FERNANDO,  
*Proctor for Plaintiff.*

20

Settled by :

H. WANIGATUNGA, Esqr.,  
 E. B. WICKRAMANAYAKE, Esqr., K. C.  
*Advocates.*

## Answer of the Defendant

## IN THE DISTRICT COURT OF COLOMBO

M. LADAMUTTU PILLAI *alias* SITTAMPALAM PILLAI  
of No. 16, Bridge Street, Chilaw . . . . . *Plaintiff.*

No. 288/Z

*Vs.*

(1) THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER, Colombo . . . . . *Defendants.*

On this 2nd day of March, 1950.

10 The answer of the defendants abovenamed appearing by Clifford  
Trevor de Saram, their Proctor states as follows:—

1. The defendants admit the averments contained in paragraphs  
1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 14 of the plaint and is unaware of the  
averments in paragraph 15 of the plaint.

2. Answering paragraph 11 of the plaint the defendants deny  
the allegations contained therein save that the information conveyed  
to the plaintiff was in respect of Keeriyankalliya estate (being  
the first land described in the schedule to the plaint.)

20 3. Answering paragraph 12 of the plaint the defendants state  
that the 2nd defendant had power to acquire the said Keeriyankalliya  
estate according to the provisions of section 3 of the Land  
Redemption Ordinance No. 61 of 1942.

4. The defendants deny the allegations contained in para. 13  
of the plaint.

5. By way of further answer the defendants state:—

(a) that on or about the 16th day of May 1945 one W. A. A. Don  
Elaris Perera referred to in para. 3 of the plaint made an  
application to the 2nd defdt. for the redemption of the  
lands referred to in para. 3 of plaint.

30 (b) on or about the 12th of May 1947 the 2nd defendant acting  
under the provisions of section 3 (4) of the said Ordinance  
made his determination that the said Keeriyankalliya  
estate be acquired. Notification of the said determination  
was conveyed to the plaintiff on 7th February 1949 ;

No. 3.  
 Answer of the  
 Defendants  
 2.3.50—*contd.*

(c) that at the material dates the said land was, and is, land of the description contained in Section 3 (1) (b) of the said Ordinance.

(d) the 2nd defendant's determination to acquire the said Keeriyankalliya estate under the provisions of the said Ordinance is final and conclusive and cannot be questioned in these proceedings and this Court has therefore no jurisdiction to entertain the present action.

Wherefore the defendants pray :—

(a) that the plaintiff's action be dismissed with costs, and

10

(b) for such other and further relief as to this court shall seem meet.

(Sgd.) C. T. de SARAM,  
*Proctor for Defendants.*

Settled by :

(Sgd.) V. G. B. PERERA,  
*Crown Counsel.*

Proceedings before the District Court

No. 4.  
Proceedings  
before the  
District Court  
23.6.50.

D. C. 288/Z.

23.6.50

Mr. Fernando states that the matter came up in the Supreme Court and an order was made to take out notice on certain parties, and that it will take another three months at least to decide that application. He therefore moves that this case be laid by.

Allowed.

He moves that the case be called three months hence.

10 Call on 22.9.50. Take case off trial roll.

Sgd. \_\_\_\_\_,  
A. D. J.  
23.6.50.

No. 5.  
Petition of  
W. A. A. Don  
Elaris Perera  
9.4.51.

Petition of W. A. A. Don Elaris Perera

IN THE DISTRICT COURT OF COLOMBO

M. LADA MUTTU PILLAI of 16, Bridge Street, Chilaw. . *Plaintiff.*

*Vs.*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND COMMISSIONER of Colombo . . . . . *Defendants.*

No. 288/Z.

*and*

W. A. A. DON ELARIS PERERA of Marawila . . . . . *Petitioner.* 10

*Vs.*

1. M. LADAMUTHU PILLAI, (2) THE ATTORNEY-GENERAL, (3) THE LAND COMMISSIONER . . . . *Respondents.*

This 9th day of April 1951.

The Petition of the petitioner abovenamed appearing by G. A. Nissanka, his Proctor states as follows :—

1. The plaintiff in this action prays for an injunction restraining the defendants jointly or in the alternative from taking steps under the Land Redemption Ordinance No. 61 of 1942 to acquire the lands mentioned in the Schedule to the plaint. 20

2. The petitioner who was originally the owner of the said lands had mortgaged the same and in satisfaction of the mortgage debts had transferred the said lands to the Mortgagees and the plaintiff subsequently became the owner of the said lands on purchase of the same.

3. The petitioner on or about 16.5.1945 applied to the 2nd defendant the Land Commissioner for the redemption of the said Lands under the Land Redemption Ordinance No. 61 of 1942.

4. Thereafter the 2nd defendant proceeded to acquire the said lands under the said Ordinance. 30

5. The plaintiff is in this action seeking to restrain the defendants from acquiring the said lands under the said Ordinance, on various grounds.

No. 5.  
Petition of  
W. A. A. Don  
Elaris Porera  
9. 3. 51—contd.

6. *Inter alia* the plaintiff in his plaint pleads he is a *bona fide* purchaser for value of the said lands without notice, but among other grounds, the petitioner is in a position to prove that the plaintiff is not a *bona fide* purchaser for value.

7. If the plaintiff succeeds in this action the petitioner is the person who will be adversely affected as the petitioner will not get back the lands which originally belonged to him.

8. The petitioner states his presence before Court is necessary in order to effectively and completely adjudicate on all matters arising in the trial.

9. The petitioner has sufficient interest, in this action and he would be prejudicated by a judgment entered against the defendants.

10. In S. C. No. 102/1949 the plaintiff applied for a similar injunction against the 2nd defendant on similar grounds and thereupon the Supreme Court added me as 2nd respondent to the said application in the Supreme Court. The plaintiff withdrew the said application with option to take proceedings in this Court.

Wherefore the petitioner prays :—

(a) That he be permitted to intervene in this action as added defendant and file answer ;

(b) For costs and for such other and further relief as to this Court shall seem meet.

(Sgd.) G. A. NISSANKA,  
*Proctor for Petitioner.*

Settled by :

(Sgd.) S. C. E. RODRIGO,  
*Advocate.*



No. 6.  
Affidavit of  
W. A. A. Don  
Elaris Perera  
9.4.51.

No. 6

**Affidavit of W. A. A. Don Elaris Perera**

**IN THE DISTRICT COURT OF COLOMBO**

M. LADA MUTHU PILLAI of 16, Bridge Street,  
Chilaw ..... *Plaintiff.*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE  
LAND COMMISSIONER of Colombo ..... *Defendants.*

W. A. A. DON ELARIS PERERA of Marawila .... *Petitioner.*

*Vs.*

1. M. LADA MUTHU PILLAI, (2) THE ATTORNEY- 10  
GENERAL, (3) THE LAND COMMISSIONER .... *Respondents.*

I, W. A. A. Don Elaris Perera of Marawila being a Roman Catholic,  
do hereby make oath and state as follows :

1. I am the petitioner abovenamed.

2. The plaintiff in this action prays for an injunction restraining  
the defendants jointly or in the alternative from taking steps under  
the Land Redemption Ordinance No. 61 of 1942 to acquire the lands  
mentioned in the Schedule to the plaint.

3. I who was originally the owner of the said lands had mortgaged  
the said lands, and in satisfaction of the mortgaged debts had 20  
transferred the said lands to the mortgagees and the plaintiff subse-  
quently became the owner of the said lands on purchase of the  
same.

4. On or about 16.5.1945 I applied to the 2nd defendant the  
Land Commissioner for the redemption of the said lands under the  
Land Redemption Ordinance No. 61 of 1942.

5. Thereafter the 2nd defendant proceeded to acquire the said  
lands under the said Ordinance.

6. The plaintiff is in this action seeking to restrain the defendants 30  
from acquiring the said lands under the said Ordinance on various  
grounds.

7. *Inter alia* the plaintiff in his plaint pleads he is a *bona fide* purchaser for value of the said lands without notice, but among other grounds I am in a position to prove that the plaintiff is not a *bona fide* purchaser for value.

No. 6.  
Affidavit of  
W. A. A. Don  
Elaris Perera.  
9.4.51—*contd.*

8. If the plaintiff succeeds in this action I am the person who will be adversely affected as I will not get back the lands which originally belonged to me.

9. I state that my presence before Court is necessary in order to effectivly and completely adjudicate on all matters arising in  
10 the trial.

10. I have sufficient interest in this action and would be prejudiced by a judgment entered against the defendants.

11. In S. C. No. 102/1949 the plaintiff applied for a similar injunction against the 2nd defendant on similar grounds and thereupon the Supreme Court added me as 2nd respondent to the said application in the Supreme Court. The plaintiff withdrew the said application with option to take proceedings in this Court.

(Sgd.) Elaris Perera.

20 The foregoing affidavit having been duly read over and explained by me to the affirmant in his own language and he seems to understand the contents hercof wrote his signature and was sworn to at Colombo on this 9th day of April 1951.

Before me.

(Sgd.) I. Austin De Rosairo,  
*Commissioner for Oaths.*

No. 7.  
Proceedings  
before the  
District Court.  
2.5.51.

No. 7

Proceedings before the District Court

2nd May 1951.

Mr. Fernando for plaintiff.

Mr. Adv. Rodrigo for petitioner L. S. R. Perera instructed by  
Mr. Nissanka.

Mr. Fernando states that the plaintiff is dead and moves that  
the case be taken off the trial roll to enable him to substitute an  
administrator to the estate.

Take case off trial roll.

10

Sgd. K. D. DE SILVA,  
A. D. J.  
2.5.51

## Petition of W. A. A. Don Elaris Perera

## IN THE DISTRICT COURT OF COLOMBO

M. LADAMUTHU PILLAI of No. 16, Bridge Street,  
Chilaw ..... *Plaintiff.*

*Vs.*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE  
LAND COMMISSIONER, Colombo ..... *Defendants.*

W. A. A. DON ELARIS PERERA of Marawila ..... *Petitioner*

10

*Vs.*

1. Kambalambal, wife of M. Ladamuttu Pillai (deceased)
2. Katherikawam Pillai
3. Sivakawey
4. Arumugasamy
5. Pakkiam
6. Kesagamoothy
7. Ponnambalam, heirs of Ladamuttu Pillai (deceased) all of  
Udappuwa, presently at Chilaw.

This 23rd day of November 1951.

20 The petition of the petitioner abovenamed appearing by G. A. Nissanka, his Proctor, states as follows :—

1. The plaintiff in this action prays for an injunction restraining the defendants jointly or in the alternative from taking steps under the Land Redemption Ordinance No. 61 of 1942 to acquire the lands mentioned in the Schedule to the plaint.

2. The petitioner who was originally the owner of the said lands had mortgaged the same and in satisfaction of the mortgaged debt had transferred the said lands to the mortgagee and the plaintiff subsequently became the owner of the said lands on purchase of  
30 the same.

No. 8.  
Petition of  
W. A. A. Don  
Elaris Perera.  
23.11.51—*contd.*

3. The petitioner on or about 16th May 1945 applied to the 2nd defendant the Land Commissioner for the redemption of the said lands under the Land Redemption Ordinance No. 61 of 1942.

4. Thereafter the 2nd defendant proceeded to acquire the said lands under the said Ordinance.

5. The plaintiff in this action is seeking to restrain the defendants from acquiring the said lands under the said Ordinance on various grounds.

6. *Inter alia* the plaintiff in his plaint pleads he is a *bona fide* purchaser for value of the said lands without notice but among other grounds the petitioner is in a position to prove that the plaintiff is not a *bona fide* purchaser for value. 10

7. If the plaintiff succeeds in this action the petitioner is the person who will be adversely affected as the petitioner will not get back the lands which originally belonged to him.

8. The petitioner states that his presence before Court is necessary in order to effectively and completely adjudicate on all matters arising in the trial.

9. The petitioner has sufficient interest in this action and he would be prejudiced by a judgment entered against the 1st and 2nd defendants. 20

10. In Supreme Court No. 102/1949 the plaintiff applied for a similar injunction against the 2nd defendant on similar grounds and thereupon the Supreme Court added the petitioner as 2nd respondent. The plaintiff withdrew the said application with option to take proceedings in this Court.

11. In view of the above facts it has become necessary for the petitioner to apply to this Court that he be added as 3rd defendant in this case.

12. Furthermore the plaintiff M. Ladamuttu Pillai died on or about February 1951 at Colombo while this action was pending. 30

13. The 1st to the 7th respondents are the lawful heirs of the deceased M. Ladamuttu Pillai, the 1st respondent is the lawful wife and the other respondents are the children of the said Ladamuttu Pillai.

14. Since the death of the said Ladamuttu Pillai on or about February 1951 no application has been made by the legal representative of the said deceased to have her name entered in the Record and for leave to proceed with this action.

15. The speedy determination of this action is a matter of great urgency to the petitioner as the lands are about forty two (42) acres and of about the value of Rs. 42,000 and they are being neglected at the moment.

No. 8.  
Petition of  
W. A. A. Dou  
Elaria Perera.  
23.11.51—*contd.*

16. As no application has been made by any legal representative of the said deceased for substitution it has become necessary to move that this Court do make order abating this action under section 396 of the Civil Procedure Code.

Wherefore the petitioner prays :—

- 10 (a) that the petitioner be added as 3rd defendant in this case,  
(b) that order be made abating this action,  
(c) For costs, and  
(d) for such other and further relief as to this Court shall seem fit.

(Sgd.) G. A. NISSANKA,  
*Proctor for Petitioner.*

No. 9.  
Affidavit of  
W. A. A. Don  
Elaris Perera.  
23.11.51.

**Affidavit of W. A. A. Don Elaris Perera**

**IN THE DISTRICT COURT OF COLOMBO**

M. LADAMUTHU PILLAI of No. 16, Bridge Street,  
Chilaw ..... *Plaintiff.*

*Vs.*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER, Colombo ..... *Defendants.*

W. A. A. DON ELARIS PERERA of Marawila .... *Petitioner.*

*Vs.*

10

1. KANIBALAMBAL wife of M. Ladamuthu Pillai  
(deceased), (2) KATHIRKAWAN PILLAI, (3) SIVAKAWAY,  
(4) ARUMUGASAMY, (5) PAKIAM, (6) KASAGAMOOTHY,  
(7) PONNAMBALAM Heirs of Ladamuthu Pillai deceased,  
all of Udappua presently at Chilaw ..... *Respondents.*

I, Warnekula Aditha Arasanileitta Don Elaris Perera of Marawila  
being a Christian make oath and say as follows :—

1. I am the petitioner abovenamed.

2. The plaintiff in this action prays for an injunction restraining  
the defendants. jointly or in the alternative from taking steps under  
the Land Redemption Ordinance No. 61 of 1942 to acquire the lands  
mentioned in the schedule to the plaint.

20

3. I the petitioner who was originally the owner of the said lands  
had mortgaged the same and in satisfaction of the mortgage debt  
had transferred the said lands to the mortgagee and the plaintiff  
subsequently became the owner of the said lands on purchase of the  
same.

4. I on or about 16th May 1945 applied to the 2nd defendant the  
Land Commission for the redemption of the said lands under the  
Land Redemption Ordinance No. 61 of 1942.

30

5. Thereafter the 2nd defendant proceeded to acquire the said lands under the said ordinance.

6. The plaintiff in this action is seeking to restrain the defendants from acquiring the said lands under the said Ordinance on various grounds.

7. *Inter alia* the plaintiff in his plaint pleads he is a *bona fide* purchaser for value of the said lands without notice but among other grounds I am in a position to prove that the plaintiff is not a *bona fide* purchaser for value.

10 8. If the plaintiff succeeds in this action I am the person who will be adversely affected as I will not get back the lands which originally belonged to me.

9. I state that my presence before Court is necessary in order to effectively and completely adjudicate on all matters arising in the trial.

10. I have sufficient interest in this action and I would be prejudiced by a judgment entered against the 1st and 2nd defendants.

20 11. In Supreme Court No. 102/1949 the plaintiff applied for a similar injunction against the 2nd defendant on similar grounds and thereupon the Supreme Court added me as 2nd respondent to the said application in the Supreme Court. The plaintiff withdrew the said application with option to take proceedings in this court.

12. In view of the above facts it has become necessary for me to apply to this court that I be added as 3rd defendant in this case.

13. Further more the plaintiff M. Ladamuttu Pillai died on or about February 1951, at Colombo while this action was pending.

30 14. The 1st to the 7th respondents are the lawful heirs of the deceased M. Ladamuttu Pillai, the 1st respondent in the lawful wife and the other respondents are the children of the said Ladamuttu Pillai.

15. Since the death of the said Ladamuttu Pillai on or about February 1951 no application has been made by the Legal representative of the said deceased to have her name entered in the record and for leave to proceed with this action.

16. The speedy determination of this action is a matter of great urgency to me as the lands are about forty two acres and of about the value of Rs. 42,000 and they are neglected at the moment.

No. 9.  
Affidavit of  
W. A. A. Don  
Elaris Perera.  
23.11.51—contd.



No. 9.  
Affidavit of  
W. A. A. Don  
Elaris Perera.  
23.11.51—*contd.*

17. As no application has been made by any Legal representative of the said deceased for substitution it has become necessary to move that this Court do make order abating this action under section 396 of the Civil Procedure Code.

(Sgd.) ALARIS PERERA.

The foregoing affidavit having been duly read over and explained by me to the affirmant and he seemed to understand the contents thereof was signed and sworn at Colombo on this 23rd day of November, 1951.

Before me.

(Sgd.) \_\_\_\_\_,  
J. P.,  
Commissioner for oaths.

10

Statement of Objections of Kamala Ammal wife of M. Ladamuttu Pillai

IN THE DISTRICT COURT OF COLOMBO

M. LADAMUTTU PULLU of No. 16, Bridge St., Chilaw (deceased) ..... Plaintiff.

Vs.

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND COMMISSIONER, Colombo ..... Defendants.

10 W. A. DON ELARIS PERERA of Marawila ..... Petitioner.

Vs.

1. Kamala Ammal wife of M. Ladamuttu Pullo (deceased) of No. 16, Bridge Street, Chilaw for herself and as Guardian-ad-litem of 4th to 7th respondents minors.

On this 16th day of January 1952.

The statement of Objections of the respondents, abovenamed appearing by John Henry Matthew Fernando states sa follows:—

1. The respondents are the children of the plaintiff abovenamed.

20 2. The respondents had no personal knowledge of this case and came to know of same after their father the plaintiff's death only on receiving notices of substitution.

3. The respondents were just arranging to take Counsel's advice on what steps should be taken when notices were served on them requiring them to show cause why this action should not be abated.

4. The respondents are desirous of proceeding with this case.

5. The respondents have no objection to the petitioner being added as 3rd defendant in this case.

Wherefore the respondents pray:—

(a) that this case be fixed for trial in due course;

30 (b) for costs and for such other and further relief as to this Court shall seem meet.

(Sgd.) J. H. M. FERNANDO, Proctor for Respondents.

No. 10. Statement of objections of Kamala Ammal wife of M. Ladamuttu Pillai. 10. 1. 52.

No. 11.  
Affidavit of  
W. A. A. Don  
Elaris Perera.  
7.4.52.

No. 11

## Affidavit of W. A. A. Don Elaris Perera

## IN THE DISTRICT COURT OF COLOMBO

In the matter of an application for the appointment of *Guardian-ad-Litem* over SIVAKAWEY 3rd respondent and over 4th to 7th respondents who are minors. M. LADAMUTHU PILLAI of No. 16, Bridge Street, Chilaw. . . . . *Plaintiff*.

Vs.

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND COMMISSIONER of Ceylon. . . . . *Defendants*.

10

W. A. A. DON ELARIS PERERA of Marawila . . . . *Petitioner*.

Vs.

1. KAMALAMBAL wife of M. LADAMUTHU PILLAI (deceased), (2) KATHIRKAWAN, (3) SIVAKAWEY wife of M. NADARAJAH, (4) ARUMUGASAMY, (5) PAKKIAM, (6) KOSAGAMOOTHY, (7) PONNAMBALAM, (8) M. NADARAJAH, all of No. 16, Bridge Street, Chilaw . . . . *Respondents*.

I, Warnakula Adithira Arasanilitha Don Elaris Perera of Marawila being a Christian make oath and say as follows :—

1. I am the petitioner abovenamed. 20
2. I am moving for an order abating this action as no steps having been taken by the heirs of the plaintiff who died in February 1951.
3. The above named 1st to 7th respondents are the lawful heirs of the plaintiff and also the respondents to this petition for an order of abatement.
4. The 3rd respondent is a person of unsound mind and the 4th, 5th, 6th and 7th respondents are minors.
5. It has become necessary to appoint *Guardians-ad-litem* over the said 3rd 4th 5th 6th and 7th respondents for the purpose of this application for an abatement of the above action. 30

6. The 8th respondent is the husband of the 3rd respondent who is of unsound mind and the 1st respondent is the mother of the 4th to 7th respondents.

7. The 8th respondent is a fit and proper person to be appointed *Guardian-ad-litem* over the 3rd respondent and has no interest adverse to the 3rd respondent.

8. The 1st respondent is a fit and proper person to be appointed *Guardian-ad-litem* over the 4th to 7th respondents and has no interest adverse to the 4th to 7th respondents.

No. 11  
Affidavit of  
W. A. A. Don  
Elaris Perera,  
7.4.52—*contd.*

10

(Sgd.) ALARIS PERERA.

The foregoing affidavit having been duly read over and explained by me to the affirmant and he seemed to understand the contents thereof was signed and sworn at Negambo on this 7th day of April, 1952.

Before me.

(Sgd.): \_\_\_\_\_  
J. P.

No. 12.  
Petition of  
W. A. A. Don  
Elaris Perera.  
9.4.52.

No. 12

Petition of W. A. A. Don Elaris Perera

IN THE DISTRICT COURT OF COLOMBO

In the matter of an application for the appointment of *Guardian-ad-Litem* over SIVAKAWEY 3rd respondent and over 4th and 7th respondents who are minors. M. LADAMUTHU PILLAI of No. 16, Bridge Street, Chilaw. . . . . *Plaintiffs.*

*Vs.*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND COMMISSIONER of Ceylon. . . . . *Defendants.*

10

W. A. A. DON ELARIS PERERA of Marawila . . . . *Petitioner.*

*Vs.*

1. KAMALAMBAL wife of LADAMUTHU PILLAI (deceased), (2) KATHIRKAWAN, (3) SIVAKAWEY wife of M. NADARAJAH, (4) ARUMUGASAMY, (5) PAKKIAM, (6) KOSAGAMOOTHY, (7) PONNAMBALAM, (8) M. NADARAJAH, all of No. 16, Bridge Street, Chilaw. . . . . *Respondents.*

On this 9th day of April, 1952.

The petition of the petitioner abovenamed appearing by G. A. Nissanka his Proctor states as follows :— 20

1. The petitioner is moving for an order abating this action as no steps have been taken by the heirs of the plaintiff who died in February 1951.

2. The above named 1st to 7th respondents are the lawful heirs of the plaintiff and also the respondents to the petition for an order of abatement.

3. The 3rd respondent is a person of unsound mind and the 4th, 5th, 6th and 7th respondents are minors.

4. It has become necessary to appoint *Guardians-ad-litem* over the said 3rd, 4th, 5th, 6th and 7th respondents for the purposes of this application for an abatement of the above action.

No. 12.  
Petition of  
W. A. A. Don  
Elaris Perera.  
9. 1. 52—*contd.*

5. The 8th respondent is the husband of the 3rd respondent who is of unsound mind and the 1st respondent is the mother of the 4th to 7th respondents.

6. The 8th respondent is a fit and proper person to be appointed *Guardian-ad-litem* over the 3rd respondent and has no interest adverse to the 3rd respondent.

10 7. The 1st respondent is a fit and proper person to be appointed *Guardian-ad-litem* over the 4th to 7th respondents and has no interest adverse to the 4th to 7th respondents.

Wherefore the petitioner prays that an *order nisi* be entered appointing the 8th respondent *Guardian-ad-litem* over the 3rd respondent.

(b) The 1st respondent *Guardian-ad-litem* over the 4th to 7th respondents for the purpose of this application.

(c) For costs.

20 (d) and for such other and further relief as to this Court shall seem meet.

(Sgd.) G. A. NISSANKA,  
*Proctor for Petitioner.*

No. 13.  
" Order Nisi " Entered in the District Court. 19.4.52.

No. 13

" Order Nisi " Entered in the District Court

ORDER " NISI " ON A PETITION IN AN ACTION OF SUMMARY PROCEDURE

Class V

No. 288/Z

IN THE DISTRICT COURT OF COLOMBO

M. LADAMUTTU PILLAI of No. 16, Bridge Street, Chilaw  
..... Plaintiff.

*Vs.*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE COMMISSIONER of LAND, Ceylon ..... Defendants. 10

W. A. A. DON ELARIS PERERA of Marawila .... Petitioner.

*Vs.*

1. KAMBALAMBAL wife of LADAMUTTU PILLAI (deceased), (2) KATHERKAWAN, (3) SIVAKASWEY wife of M. NADARAJAH, (4) ARUMUGASAMY, (5) PAKKIAM, (6) KOSAGAMOOTHY, (7) PONNAMBALAM, (8) M. NADARAJA, all of No. 16, Bridge Street, Chilaw .. Respondents.

This matter coming on for disposal before Leonard B. de Silva, Esqr., Additional District Judge, Colombo, on the 19th day of April, 1952, after reading the petition and affidavit of the Petitioner above-named praying for an order appointing the 8th respondent *Guardian-ad-litem* over the 1st respondent *Guardian-ad-litem* over the 4th to 7th respondents for the purpose of the said application, for costs and for such other and further relief as to this Court shall seem meet. 20

It is ordered that the 8th respondent be appointed *Guardian-ad-litem* over the 3rd respondent and the 1st respondent *Guardian-ad-litem* over the 4th to 7th respondents, unless sufficient cause be shown to the contrary, on the 16th day of May 1952.

Sgd. L. B. DE SILVA, 30  
District Judge.

The 19th day of April 1952.

No. 14

No. 14.  
Affidavit of  
W. A. A. Don  
Elaris Perera.  
30.0.52.

Affidavit of W. A. A. Don Elaris Perera  
IN THE DISTRICT COURT OF COLOMBO

M. LADAMUTHU PILLAI of No. 16, Bridge Street, Chilaw  
(deceased) ..... Plaintiff.

No. 288/Z Vs.

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER of Ceylon ..... Defendants.

W. A. DON ELARIS PERERA of Marawila ..... Petitioner.

10 Vs.

1. KAMALAMBAL wife of M. LADAMUTHU PILLAI  
(deceased) for herself and as *Guardian-ad-litem* over 4th to  
7th respondents, (2) KADIKAMAM PILLAI, (3) SIVAKAMI  
wife of NADARAJAH, (4) ARUMUGASAMY, (5) PAKIAM,  
(6) KESAGAMOORTHY, (7) PONNAMBALAM, (8) M.  
NADARAJAH *Guardian-ad-Litem* of the 3rd respondent, all  
of Bridge Street, Chilaw ..... Respondents.

I, Warnokula Aditha Arasanilietta Don Elaris Perera of Marawila  
being a Christian make oath and say as follows :

20 1. The plaintiff in this action prayed for an injunction restoring  
the defendants jointly or in the alternative from taking steps under  
the Land Redemption Ordinance No. 61 of 1942 to acquire the lands  
mentioned in the schedule to the plaint.

2. I was the owner of the said lands had mortgaged the same  
and in satisfaction of the mortgage debt has transferred the said  
lands to the mortgagees and the plaintiff subsequently became the  
owner of the said lands on purchase of the same.

30 3. I on or about the 18th of May 1945 applied to the 2nd defendant  
for the redemption of the lands under Land Redemption Ordinance  
No. 61 of 1942.

4. Thereafter the 2nd defendant proceeded to acquire the said  
lands under the said ordinance.

5. The plaintiff in this action is seeking to restrain the defendants  
from acquiring the said lands under the said ordinance.

6. If the plaintiff succeeds in this action I am the person who  
will be adversely affected as I will not get back the lands which  
originally belonged to me.



No. 14.  
Affidavit of  
W. A. A. Don  
Elaris Perera.  
30.9.52—*contd.*

7. *Inter alia* the plaintiff in his plaint pleads is a *bona fide* purchaser for the value of the said lands without notice but among other grounds I am in a position to prove that the plaintiff is not a *bona fide* purchaser for value.

8. I state that my presence before the Court is necessary in order to effectively completely adjudicate on all matters arising in the trial.

9. I have sufficient interest in this action and would be prejudiced by a judgment entered against the 1st and 2nd defendants.

10. In Supreme Court No. 102/1949 the plaintiff applied for a similar injunction against the 2nd defendant on similar grounds and thereupon the Supreme Court added me as 2nd defendant. The plaintiff withdrew the said application with option to take proceedings in this Court. 10

11. In view of the above facts it has become necessary for me to apply to this Court that I be added as 3rd defendants in this case.

12. Furthermore the plaintiff died on or about February 1951 in Colombo while this action was pending.

13. The 1st to 7th respondents are the lawful heirs of the deceased plaintiff and the 1st respondent has been appointed *Guardian-ad-litem* of the 4th to the 7th respondents and the 8th respondent has been appointed *Guardian-ad-litem* over the 3rd respondent. 20

14. Since the death of the plaintiff in February 1951 no steps have been taken in this action.

15. The speedy determination of this action is a matter of great urgency to me as the lands are about 42 acres in extent and of the value of about Rs. 60,000 and they are being neglected at the moment.

16. As no application has been made by a legal representative of the said deceased for substitution in this case and as no steps have been taken since February 1951 it has become necessary to move that this Court do make order abating this action. 30

(Sgd.) ELARIS PERERA.

The foregoing affidavit having been duly read over and explained by me to the deponent in Sinhalese and he seeming to understand the contents thereof the same was signed and sworn to at Colombo on this 30th day of September, 1952.

Before me,

(Sgd.) \_\_\_\_\_,  
Commissioner for Oaths.

No. 15

Petition of W. A. A. Don Elaris Perera

IN THE DISTRICT COURT OF COLOMBO

No. 15.  
Petition of  
W. A. A. Don  
Elaris Perera.  
18.10.52.

M. LADAMUTHU PILLAI, No. 16, Bridge Street, Chilaw  
(deceased) ..... Plaintiff.

No. 288/Z Vs.

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER of Colombo ..... Defendants.

W. A. DON ELARIS PERERA of Marawila ..... Petitioner.

10 Vs.

1. KAMALA AMMAL wife of M. LADAMUTHU PILLAI  
deceased *Guardian-ad-Litem* over 4 to 7th respondents,  
(2) KADIKAMAM PILLAI, (3) SIVAKAMI wife of NADA-  
RAJAH, (4) ARUMUGASAMY, (5) PAKIAM, (6) KESA-  
GAMOORTHY, (7) PONNAMBALAM, (8) M. NADARAJA  
*Guardian-ad-Litem* of the 3rd respondent, all of Bridge Street,  
Chilaw ..... Respondents.

On this 18th day of October 1952.

20 The Petition of the petitioner abovenamed appearing by G. A.  
Nissanka, His Proctor states as follows :—

1. The plaintiff in this action prayed for an injunction restrain-  
ing the defendants jointly or in the alternative from taking steps  
under the Land Redemption Ordinance No. 61 of 1942 to acquire the  
lands mentioned in the schedule to the plaint.

2. The petitioner who was the owner of the said lands has mort-  
gaged the same and in satisfaction of the mortgaged debt has trans-  
ferred the said lands to the mortgagee and the plaintiff subsequently  
became the owner of the said lands on purchase of the same.

30 3. The petitioner on or about 16th of May 1945 applied to the 2nd  
defendant for the redemption of the lands under Land Redemption  
Ordinance No. 61 of 1942.

4. Thereafter the 2nd defendant proceeded to acquire the said  
lands under the said Ordinance.

5. The plaintiff in this action is seeking to restrain the defendants  
from acquiring the said lands under the said Ordinance.

6. If the plaintiff succeeds in this action the petitioner is the  
person who will adversely affected as the petitioner will not get  
back the lands which originally belonged to him.

No. 15.  
 Petition of  
 W. A. A. Don  
 Elaris Perera.  
 18.10.52—*contd.*

7. *Inter alia* the plaintiff in his plaint leads as a *bona fide* purchaser for value of the said lands without notice but among other grounds the petitioner is in a position to prove that the plaintiff is not a *bona fide* purchaser for value.

8. The petitioner states that his presence before the court is necessary in order to effectively and completely adjudicate on all matters arising in the trial.

9. The petitioner has sufficient interest in this action and would be prejudiced by a judgment entered against the 1st and 2nd defendants. 10

10. In Supreme Court No. 102/1949 the plaintiff applied for a similar injunction against the 2nd defendant on similar grounds and thereupon the Supreme Court added the petitioner as 2nd respondent. The plaintiff withdrew the said application with option to take proceedings in this Court.

11. In view of the above facts it has become necessary for the petitioner to apply to this court that he be added as 3rd defendant in this case.

12. Furthermore the plaintiff died on or about February 1951 in Colombo while this action was pending. 20

13. The 1st to 7th respondents are the lawful heirs of the deceased plaintiff and the 1st respondent has been appointed *guardian-ad-litem* of the 4th to 7th respondents and the 8th respondent has been appointed *guardian-ad-litem* over the 3rd respondent.

14. Since the death of the plaintiff in February 1951 no steps have been taken in this action.

15. The speedy determination of this action is a matter of great urgency to the petitioner as the lands are about 42 acres in extent and of the value of about Rs. 60,000 and they are being neglected at the moment. 30

16. As no application has been made by a legal representative of the said deceased for substitution in this case and as no steps have been taken since February 1951 it has become necessary to move that this Court make order abating this action.

Wherefore the petitioner prays :

- (a) That he be added as 3rd defendant in this case.
- (b) That order be made abating this action.
- (c) For costs
- (d) and for such other and further relief as to this Court shall seem meet. 40

(Sgd.) G. A. NISSANKA,  
*Pro. for Petitioner.*

Affidavit of M. Ladamuttu Pillai Kathirkaman Pillai

IN THE DISTRICT COURT OF COLOMBO

M. LADAMUTTU PILLAI *alias* SITTAMPALAM PILLAI  
of No. 16, Bridge Street, Chilaw. . . . . *Plaintiff.*

*Vs.*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER, Colombo. . . . . *Defendants.*

10 3. W. A. A. DON ELARIS PERERA of  
Marawila. . . . . *Added-Defendant.*

In the matter of an application under section 395 of the Civil  
Procedure Code.

LADAMUTTU PILLAI KATHIRKAMAN PILLAI of  
Bridge Street, Chilaw. . . . . *Petitioner.*

*Vs.*

20 1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER, Colombo, (3) W. A. A. DON ELARIS  
PERERA of Marawila, (4) KATHIRKAMANKAMALAN wife  
of M. LADAMUTTU PILLAI (deceased), (5) LADAMUTTU  
PILLAI SIVAKANNACY, (6) LADAMUTTU PILLAI  
AMMUGASAMY, (7) LADAMUTTU PILLAISIVA PAKIAM,  
(8) LADAMUTTU PILLAI KESAVAMOORTHYA (9)  
LADAMUTTU PILLAI PONNAMBALAM the 7th, 8th and  
9th respondents abovenamed minors appearing by their  
*Guardian-ad-litem* the 4th respondents abovenamed, all of  
Bridge Street, Chilaw. . . . . *Respondents.*

I, Ladamuttu Pillai Kathirkaman Pillai of Bridge Street, Chilaw,  
not being a Christian do hereby solemnly sincerely and truly declare  
affirm and aver as follows :—

30 1. I am the petitioner abovenamed.

2. The plaintiff abovenamed died intestate on 8th April 1951  
during the pendency of this case.

No. 16.  
Affidavit of  
M. Ladamuttu  
Pillai Kathirka-  
man Pillai.  
11.3.53—*contd.*

3. The estate of the said plaintiff deceased is being administered in Case No. 14,879/Testamentary of this Court.

4. On 9th March 1953 Letters of Administration of the estate of the said deceased were issued to me who am the eldest son of the deceased Certified copy of the said Letter of Administration is hereto annexed marked "A".

5. The 1st to 3rd respondents abovenamed are the defendants in this case.

6. The 4th to 9th respondents and I are the heirs of the said plaintiff deceased.

10

7. I am desirous of proceeding with this case.

Signed and affirmed to at  
Colombo this 11th day of } (Sgd.) LADAMUTTU PILLAI.  
March 1953.

Before me.

(Sgd.) \_\_\_\_\_,  
*Commissioner for Oaths.*

" A "

No. 10.  
Affidavit of  
M. Ladamuttu  
Pillai Kathirka-  
man Pillai.  
11.3.53—contd.

Nett value of estate Rs. 711,198

Estate duty Rs. 78,231.78

LETTERS OF ADMINISTRATION (with the Will annexed, and otherwise.)

IN THE DISTRICT COURT OF COLOMBO

Testamentary No. 14,879.

To: Ladamuttu Pillai Kathirakaman Pillai of Bridge Street, Chilaw.

10 Whereas Muttu Vairan Ladamuttu Pillai of Chilaw deceased, lately departed this life without leaving any Will you are therefore fully empowered and authorised by these presents to administer and faithfully dispose of the property and estate, rights, and credits of the said deceased, and to demand and recover whatever debts may belong to his estate, and to pay whatever debts the said deceased did owe so far as such property and estate, rights, and credits shall extend, you having been already affirmed well and faithfully to administer the same, and to render a true and perfect Inventory of all the said property and estate, rights, and credits to this Court  
20 on or before the 27th day of August 1953 next, and also a true and just account of your administration thereof on or before the 12th day of November 1953. And you are therefore by these presents deputed and constituted Administrator of all the property and estate, rights, and credits of the said deceased. (You are, nevertheless, hereby prohibited from selling any immovable property of the estate unless you shall be specially authorised by the Court so to do).

30 And it is hereby certified that the Declaration and statement of property under the Estate Duty Ordinance have been delivered, and that the value of the said estate on which duty is payable, as assessed by the Commissioner of Estate Duty amounts to Rs. 711,198.

And it is further certified that it appears by a certificate granted by the Commissioner of Estate duty and dated the 29th day of September 1952 that Rs. 78,231.78 on account of Estate Duty (and interest on such duty) has been paid.

No. 16.  
Affidavit of  
M. Ladamuttu  
Pillai Kathirka-  
man Pillai.  
11.3.53—*contd.*

Given under my hand and the Seal of this Court this 9th day  
of March, 1953.

Money in Bank should be deposited to the credit of this case.

(Sgd.) G. M. DE SILVA,  
*Additional District Judge.*

True copy of letters of Administration in D. C. Colombo Case  
No. 14,879/Testy.

(Sgd.) \_\_\_\_\_,  
*Asst. Secretary, D. C., Colombo.*

Certified this 9th day of March, 1953.

Petition of Ladamuttu Pillai Kathirkaman Pillai

IN THE DISTRICT COURT OF COLOMBO

M. LADAMUTTU PILLAI *alias* SITTAMPALAM PILLAI  
of No. 16, Bridge Street, Chilaw. . . . . *Plaintiff.*

*Vs.*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER, Colombo. . . . . *Defendant.*

10 3. W. A. DON ELARIS PERERA of  
Marawila. . . . . *Added-Defendant.*

In the matter of an Application under section 395 of the Civil Proce-  
dure Code.

LADAMUTTU PILLAI KATHIRKAMAN PILLAI of Bridge  
Street, Chilaw. . . . . *Petitioner.*

*Vs.*

20 1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER, Colombo, (3) W. A. DON ELARIS  
PERERA of Marawila, (4) KATHIRKAMAN KAMALAN wife  
of M. LADAMUTTU PILLAI (deceased), (5) LADAMUTTU  
PILLAI SIVAKANNEY, (6) LADAMUTTU PILLAI AMMU-  
GASAMY (7) LADAMUTTU PILLAI SIVA PAKIAM,  
(8) LADAMUTTU PILLAI KESAWAMOORTHY,  
(9) LADAMUTTU PILLAI PONNAMBALAM, the 7th, 8th  
and 9th respondents abovenamed minors by their *Guardian-  
ad-litem* the 4th respondent abovenamed, all of Bridge Street,  
Chilaw. . . . . *Respondents.*

On this 11th day of March 1953.

The Petition of the petitioner abovenamed appearing by his  
Proctor John Henry Matthew Fernando, states as follows :-

30 1. The plaintiff abovenamed died intestate on 8th April 1951  
during the pendency of this case.



No. 17.  
 Petition of  
 Ladamuttu  
 Pillai Kathirka-  
 man Pillai.  
 11.3.53—*contd.*

2. The estate of the said plaintiff deceased is being administered in case No. 14,879/Testamentary of this Court.

3. On 9th March 1953 Letters of Administration of the Estate of the said deceased were issued to the petitioner who is the eldest son of the deceased. Certified copy of the said Letters of Administration is hereto annexed marked 'A'.

4. The 1st to 3rd respondents abovenamed are the defendants in this case.

5. The 4th to 9th respondents and the petitioner are the heirs of the said plaintiff deceased.

10

6. The petitioner is desirous of proceeding with this action.

Wherefore the petitioner prays :

(a) that his name be entered on the record in place of the deceased plaintiff and the Court do proceed with the action.

(b) for costs and for such other and further relief as to the Court shall seem meet.

(Sgd.) J. H. M. FERNANDO,  
*Proctor for petitioner.*

## Proceedings before the District Court

No. 18.  
Proceedings  
before the  
District Court.  
11.3.53.

11.3.53

Adv. Rodrigo for the petitioner.

Adv. E. B. Wickramanayako with Adv. Wanigatunga for the respondents.

Mr. Billimoria for the defendants.

10 Mr. Rodrigo states that his first application is to have the petitioner added as the defendant. They have not got themselves substituted in place of the plaintiff for over two years. On the strength of that he seeks to have this action abated. He states that Letters of Administration have been granted after the present proceedings commenced to the 2nd respondent.

This is admitted by the other parties.

It is agreed now that the case be laid by for the 2nd respondent who is the legal representative to be substituted in place of the plaintiff. 2nd respondent will take the necessary steps.

20 It is also agreed that after the substitution the present petitioner will be added as the 3rd respondent. 2nd respondent who is represented and who is to be substituted as plaintiff consents to this.

For steps on 31st March.

The application to abate is withdrawn.

(Sgd.) N. SINNETAMBY,  
D. J.

No. 19.  
 Answer of  
 W. A. A. Don  
 Elaris Perera  
 3rd Defendant.  
 15.5.53.

No. 19

Answer of W. A. A. Don Elaris Perera , 3rd Defendant

IN THE DISTRICT COURT OF COLOMBO

LADAMUTTU PULLE KADIKAMA PULLE Administrator  
 of the Estate of M. LADAMUTTU of Bridge Street,  
 Chilaw ..... *Substituted Plaintiff.*

*Vs.*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
 COMMISSIONER of Colombo, (3) W. A. DON ELARIS  
 PERERA of Marawila ..... *Defendants.* 10

On this 15th day of May 1953.

The answer of the 3rd defendant abovenamed appearing by  
 G. A. Nissanka his Proctor states as follows :—

1. This defendant admits the averments in paras. 1, 2, 3, 4, 5,  
 6, 7, 8, 9, 10 and 14 of the plaint and he is unaware of the averments  
 in para. 15 of the plaint.

2. Answering para 11 of the plaint this defendant denies the  
 allegations contained therein save that the information conveyed  
 to the plaintiff was in respect of Keerirankatuya estate (being the  
 first land described in the schedule to the plaint.) 20

3. Answering para 12 of the plaint this defendant states that  
 the 2nd defendant had power to acquire the said Keeriyankatiya  
 estate according to the Provisions of section 3 of the Land Redemp-  
 tion Ordinance, No. 61 of 1942.

4. This defendant denies the allegations contained in para. 13  
 of the plaint.

5. By way of further answer this defendant states :—

(a) that on or about the 16th day of May 1945, W. A. A. Don  
 Elaris Perera referred to in para. 3 of the plaint made an  
 application to the 2nd defendant for the redemption of 30  
 the land referred to in para 3. of the plaint.

(b) on or about the 12th day of May 1947, the 2nd defendant acting under the provisions of section 3 (4) of the said Ordinance made his determination that the said Keeriyankaliya estate be acquired. Notification of the said determination was conveyed to the plaintiff on 7th February, 1949.

(c) that at the mentioned dates the said land was and is land of the description contained on section 3 (1) (b) of the said Ordinance.

10 (d) the 2nd defendant's determination to acquire the said Keeriyankaliya estate under the provision of the said Ordinance is final and conclusive and cannot be questioned in these proceedings and this court had therefore no jurisdiction to entertain the present action.

6. Further answering this defendant states that the plaintiff was not a *bona fide* purchaser for value for the original transferee of the said land from the said Elaris Perera.

Wherefore the 3rd defendant prays that the plaintiff's action be dismissed :—

20 (b) for costs

(c) and for such other and further relief as to this court shall seem meet.

Settled by  
Sgd. S. C. E. RODRIGO,  
*Advocate.*

Sgd. G. A. NISSANKA,  
*Proctor for 3rd defendant.*

No. 10.  
Answer of  
W. A. A. Don  
Elaris Perera  
3rd defendant.  
15.6.53—contd.

No. 20.  
 Proceedings  
 before the  
 District Court  
 and Issues  
 Framed.  
 30.9.53.

## No. 20

## Proceedings before the District Court and Issues Framed

30.9.53

Mr. Adv. E. B. Wickremanayake with Mr. Adv. Wanigatunga for the plaintiff.

Mr. Adv. Tiruchelvam with Mr. Adv. Subasinghe for the 2nd defendant.

Mr. Adv. Rodrigo for the 3rd defendant.

Substituted plaintiff and 3rd defendant present.

Mr. Wickramanayaka opens his case.

10

3rd defendant is the owner of this land and certain other lands. By deed 391 of 30.9.25 he gave a mortgage of this particular land and other lands to three persons Sockalingam, Suppramaniam and Arunachalam. Thereafter by bond No. 533 of 9.4.30 he executed a secondary mortgage in respect of this land and other lands in favour of other chettiers. Thereafter he executed another bond. The secondary bond was put in suit and decree was entered on 22.6.33, in favour of Sockalingam Chettiar for a sum of Rs. 25,000. Thereafter by deed 4,010 of 4.5.33, 3rd defendant transferred 2/3 of this land to Socklingam Chettiar and 1/3rd to Sagappa Chettiar. The consideration was the discharge of the secondary bond that is the bond sued upon and discharge of the primary bond 391. Sockalingam by deed No. 1,375 of 10.10.40 transferred an undivided 1/3rd of his 2/3rd to Velauthen Chettiar and the other 1/3rd he transferred by deed 1,387 of 30.10.40 to Palanaiatchy Chetty and Meiappa Chetty. By deed No. 761 of 24.2.45 Velauthan and Segappa and others transferred to plaintiff.

20

He suggests the following issues :—

1. Is the land in question capable of acquisition under section 3 of the Land Redemption Ordinance, No. 61 of 1942.

30

Mr. Tiruchelvam suggests.

2. Did the Land Commissioner on or about 12.5.47 make a determination under section 3 (4) of the Land Redemption Ordinance, No. 61 of 1942, that Kiriyankaduru Estate be acquired.

3. Was the said estate on or about 12.5.47 a land of the description contained in section 3(1) (b) of the Land Redemption Ordinance No. 61 of 1942.

4. Is the land Commissioner's determination with regard to the acquisition of Kiriyankaduru estate final.

5. If so can the correctness of the said determination be questioned in these proceedings.

6. Is plaintiff entitled to proceed against the 1st defendant as representing the Crown to obtain an order of Injunction against the Crown.

7. Can plaintiff maintain this action against the 2nd defendant as the Land Commissioner without suing the officer who made the order in question by name. Mr. Wickramanayaka objects to 6 and 7. Says the answer does not raise any of these points. They are matters of law which he is not prepared to meet today.

#### ORDER

With regard to issue 6 the answer has been amended by taking the plea that no cause of action is disclosed in the plaint. In the plaint, plaintiff is asking for an injunction. I think counsel for 1 and 2 defendants is entitled to raise issue 6 in view of this plea. The point raised in issue 7 is not specifically pleaded but it is merely a question of law. I allow the issues.

The case will proceed to trial and if necessary a date will be granted.

No. 20.  
Proceedings  
before the  
District Court  
and Issues  
Framed.  
30.9.53—contd.

No. 21.  
Plaintiff's Case  
30.9.53.  
Evidence of  
L. Kadirgamer-  
pillai  
Examination.

No. 21

## Plaintiff's Case

Mr. Wickramanayaka calls.

L. Kadirgamerpillai. Affd.

28, Landed Proprietor, 49 Bridge Street, Chilaw.

I am the son of Nagamuttu Pillai who was the original plaintiff. My father died and his estate was administered and letters issued to me. They are filed of record in the case. I seek to prevent the attorney of the Land Commissioner from acquiring the land in question. That land belonged originally to 3rd defendant Elaris Perera who by deed 391 of 30.9.25P1 mortgaged this land and certain other lands to three persons Socklingam Chettiar, Suppramaniam Chettiar and Arunachalam Chettiar for a sum of Rs. 50,000. 10

By deed No. 533 of 9.4.30 P2 he mortgaged the same land and other lands as a secondary mortgage to a number of chettiars, Muttiah, Suppramaniam, Velauthan, Sockalingam and Segappa for 25,000. He also executed a mortgage by deed 2339 of 8.3.31 in favour of Elaris Appuhamy. The secondary bond P2 was put in suit in D.C. Negombo 7,365 and decree was entered in favour of Sockalingam Chettiar. I produce a certified copy of the decree P4. 20  
The bond was put in suit by M. S. O. Sockalingam. By deed 4,010 of 4.5.35 P5 Elaris Perera transferred this land and the other lands to Sockalingam Chetty and Segappa Chetty an undivided 2/3rd to Sockalingam and 1/3rd to Segappa for Rs. 75,000 and the consideration went to pay the decree and discharge of the primary bond. Sockalingam by deed 1,375 P6 transferred 1/3rd of his 2/3rd to Velauthan Chettiar and by deed 1,287 P7 of 1940 he transferred the other 1/3rd to Palaniyaniatchy and Meyappa chetty. By deed No. 761 of 24.2.45 all these persons, Segappa, Velauthan, Palaniatchy and Meyappa transferred the property to my father. Since 1945 my father has 30  
been in possession of the property.

Cross-examined.

Interval.

Sgd. L. B. DE SILVA,  
D. J.

30.9.53

*After lunch*

Mr. Wickremanyaka suggests the following further issues.

8. Is the plaintiff a *bona fide* purchaser for value from the original transferees of the said lands from the 3rd defendant ?

9. If so, is the 2nd defendant empowered to acquire lands from him ?

Issues are accepted.

L. KADIRGAMAN PILLAI Recalled, affirmed.

10 Cross-examined.

On 8th April 1951 my father died. My father was a resident of Chilaw district. I was in Colombo when my father was in Chilaw. My home is in Chilaw. My father owned extensive acres of coconut. He looked after his coconut properties. I did not assist my father in looking after his coconut properties. I studied at Ananda College. I left school in 1949. After I left my studies I went back to Chilaw and lived at home. I did not help my father in looking after his properties. I look after the properties now.

20 I know the land which is the subject matter of this case. It is 14 miles from my house. I have been to this land. I am still in possession of this land. It is a coconut land. I regularly get my pickings of nuts from that land. I do not attend to pickings myself. A watcher and conductor are in charge. I cannot say what income I get from this land. I will have to refer to my books. I cannot say whether I get an income of 500 or Rs. 5,000 a month.

Cross-examined by Mr. Rodrigo.

I cannot say whether my father owned about 5,000 acres of coconut.

Re-examined—Nil.

30

(Sgd.) L. B. de SILVA,  
D. J.

Mr. Wickramanyaka closes his case reading in evidence document P1 to P8.

Mr. Tiruchelvam calls.

No. 21.  
Plaintiff's Case  
30.9.53.  
Evidence of  
L. Kadirgamer-  
pillai  
Examination.  
—contd.

Cross  
Examination of  
L. Kadirgamer-  
pillai.



No. 22.  
2nd defendants  
Case.  
30.9.53.  
Evidence of  
A. C. L. Abey-  
sundere  
Examination.

### 2nd Defendants Case

A. C. L. Abey-sundere Affd. 50, Assistant Land Commissioner,  
Colombo.

I have been in the Land Commissioner's Department since its inception. I have been administering the land Redemption Ordinance. I have since the Ordinance came into operation been administering it. I know 3rd defendant in this case. He made several applications in respect of several lands of which Keelankaliya estate was one. (shown P1) Under this bond 3rd defendant had mortgaged several lands one of which was the land called Keelankaliya estate. 3rd defendant made an application for acquisition under the Land Redemption Ordinance of all the lands mortgaged by him under this bond. That application was duly considered by the Land Commissioner and on 12th May, 1947, the Land Commissioner decided to acquire this land called Keelankaliya estate which was part of the lands mortgaged under P1. This determination was conveyed to the then owner of the land Dana-muttu Pillai subsequently. When the Land Commissioner decided to acquire this land he decided to do so under section 3 (1) (b) of Ordinance No. 61 of 1942. The land Commissioner is entitled to acquire the whole or any part of any agricultural land. Keelankaliya estate is a coconut estate. The Land Commissioner was satisfied that the requirements of the section were present when the determination was made. (Court—When an application is received I have to verify and see whether the Ordinance applies; otherwise the application is rejected *ab initio*. I considered this application and submitted it to the Land Commissioner who made the order to acquire).

I know bond No. 391 of 30th September 1925. That is the original mortgage by which Elaris Perera had mortgaged to Sockalingam, Subramaniam and Arunachalam. This bond was considered.

I know that in the District Court of Negombo case No. 7,365 Sockalingam one of the mortgagees under Bond 533 was the plaintiff who put the Bond in suit. I produce the plaint marked D1. Decree in this case was duly entered on 23.6.33.

(Shown P1) Under this bond I notice that the estate was mortgaged for Rs. 50,000 in favour of each one of the mortgagees or to repay any one of them. One of the mortgagees is Sockalingam.

P2 has a similar provision. Sockalingam one of the co-mortgagees was the only person who filed action on the second bond in the Negombo Court.

10 (Shown P5) Under this deed 2/3rds of the property was transferred to Sockalingam for the consideration of Rs. 50,000. (Witness reads from the document.) One of the transferees under Deed 4010 is Sockalingam, the original mortgagee under P1. The other transferee who got the 1/3rd share is Segappa Chettiar, one of the mortgagees under P2, for the sum of Rs. 25,000. These properties which were purchased under Deed P5 were duly acquired by the plaintiff under deed 761 of 24.2.45. The plaintiff predecessors in title had acquired these properties under P6 and P7.

I was a Proctor and Notary for about 13 years. Thereafter I was President of a Rural Court for one year. I assist the Land Commissioner in regard to his functions under the Land Development Ordinance.

XXD by Mr. Wickramanayaka.

20 The Commissioner made a decision under section 3 (1) (b). In the file I have before me it is recorded that he made that decision. In the order he does not refer to the section.

In the first instance the applications come to me. I refer them to the Commissioner and he makes an order and I take action on it. That is the normal procedure. I think I followed the same procedure in this particular case also.

30 (Court—Before the Commissioner decides to acquire the land under the Land Redemption Ordinance the owner is heard. Before an order to acquire is made in every case we call for a return and objections. In this case also objections were called for from the plaintiff. He filed objections. They were considered and order made.)

Objections are dated 5.2.47. Order was made on 12.5.47 after considerations of the objections. Apart from the written objections filed by the owner he was not present at an inquiry. That is very difficult. I call for objections. Written objections are submitted by the owner. In certain cases if there is hardship or any other legal objections, the owner is given an opportunity of being heard. In the majority of cases they retain Counsel and appear. In this case the owner was not personally heard apart from the objections filed by him.

No. 22.  
2nd defendants  
Case.  
30.9.53.  
Evidence of  
A. C. L. Abey-  
sundara.  
Examination.  
—contd.

## REXN.

No. 22.  
 2nd Defendants  
 Case.  
 30.9.53.  
 Evidence of  
 A. C. L. Abey-  
 sundero.  
 Examination  
 —contd.

After the Land Redemption Ordinance was enacted a person who requires his land to be acquired has to make a formal application on a printed form. In this case Elaris Perera made a formal application which was considered. Before an order was made against him notice of the application was given to the owner to lodge a return and objections which were considered. Finally order was made by the Land Commissioner on 12.5.47 deciding to acquire

(Sgd.) L. B. de SILVA,  
 D. J.

10

Mr. Tiruchelvam closes his case reading in evidence D1.

## 3rd Defendant's Case

No. 23.  
3rd Defendant's  
Case  
30.9.53.  
Evidence of  
Elaris Perera.  
Examination.

Mr. Rodrigo calls.

*Elaris Perera*. Sworn, 64, Coconut Planter, Malabe.

10 About May 1945 I applied to the Land Commissioner to redeem Keelankaliya estate on my behalf. I got to know that Ladamuttu Pillai was going to buy Keelankaliya estate. I had other lands also which were sold. Ladamuttu Pillai has about four to five thousand other acres in this area. When I got to know that Ladamuttu was going to buy this land I went to see him in his house because I knew him well, and asked him not to buy as I was going to get the land back. Then he told me not to be a fool, the Europeans were losing the war and the Japanese were winning and not to waste my money.

20 On Pl the mortgagees were Sockalingam, Subramaniam and Segappa Chettiar. Arunachalam Chettiar's Mudalale was Segappa Chettiar on the second bond Segappa Chettiar was one of the mortgagees. I was in the habit of paying my interest at the time. I produce receipt dated 6.4.32 whereby I have paid Rs. 1,165 as interest on the primary bond.

(Mr. Wickramanayaka objects to this evidence.

Mr. Rodrigo says that the receipt is sought to be marked merely to show that although there were two bonds the parties were practically the same.)

Allowed. The document is marked 3D1.

30 That receipt is signed by M. S. O. Sockalingam Chettiar. Sockalingam Chettiar is the plaintiff in the D. C. Negombo case in which I was sued. I also produce receipt dated 6.4.32 whereby I have paid interest on the secondary bond marked 3D2. This receipt too is signed by M. S. O. Sockalingam chettair.

Subramaniam Chettiar was Sockalingam Chettiar's father. I got the money on the first bond in Negombo. I got the money on the second bond also at the same place.

XXD.

(No questions by Mr. Tiruchelvam and Mr. Wickramanayake).

(Sgd.) L. B. De SILVA,  
D. J.

Mr. Rodrigo closes his case reading 3D1 to 3D3.  
Addresses on 20.11.53,

40

(Sgd.) L. B. De SILVA,  
D. J.

No. 24.  
 Proceedings  
 before the  
 District Court  
 and addresses  
 to Court.  
 6.11.53.

No. 24

Proceedings before the District Court, and Addresses  
 to Court

6.11.53

Trial resumed.

Same appearances of Counsel for parties except that Mr. Wanigatunga appears for the plaintiff who is present.

Errors in previous day's proceedings corrected.

Mr. Tiruchelvam addresses court :

An injunction does not lie against the Crown.

10

Cites 18 Halsbury's Laws of England 2nd Ed. p. 123.

16 N L R 161.

Principles of Administrative Law by Griffith and Street p.235—  
 Injunctions.

Only a person can be brought before a Court, natural or artificial.  
 No action can lie against an official in his official capacity.

Cites 1898 1 Ch. Div. at p. 73

43 Times Law Reports p. 106

1927 Bombay A. I. R. at 521.

51 N L R at p. 92.

20

Plaintiff's application for an injunction is entirely misconceived. Even if 2nd defendant is properly before Court, plaintiff is not entitled to an injunction because he is already functus for the reason that he has exercised all the powers under the Ordinance and no other powers are vested in him. Vide Ordinance 61 of 1942 section 3 (1) and (4). Once the Land Commissioner is functus it is the Minister who will make an order for the acquisition of the property.

See Ordinance 9 of 1950 section 5. It is not open to this Court to question the legality or regularity or correctness of the Land Commissioner's determination under the section.

30

Cites 52 N L R p. 95

7 N L R at p. 315 or 4 CWR 251.

The Court has no jurisdiction to make an order of the nature that the Court is asked to make at this stage. Plaintiff is asking the Court to sit in review over the Order of the L. C. That the Court is not entitled to do under the law.

No. 24  
Proceedings  
before the  
District Court  
and addresses  
to Court  
6. 11. 53.  
contd.

10 On merits there can be no hesitation in holding that the 2nd defendant has acted properly. It is admitted that the land in question is an agricultural land. The other question is whether it comes within the category of property contemplated by section 3 (1) (b) of the Land Redemption Ordinance. P1 shows the 3rd defendant had mortgaged the property for Rs. 50,000 to 3 persons. This is a joint mortgage. Everyone of the mortgagees is entitled to the full amount. P2 is a secondary mortgage in favour of 5 period for Rs. 25,000 on similar terms, payable to any one of them. Each one of the mortgagees was a creditor of the mortgagor. The action on the secondary bond was brought by one of the co-mortgagees 1D1. The transfer P5 is by 3rd defendant in favour of 2 persons. The question the Court has to decide on the merits is whether that transfer is one which comes within the ambit of section 3 (1) (b) of the Land Redemption Ordinance. This transfer was 20 a transfer in satisfaction of a debt. The 1/3rd was secured by a secondary bond in favour of 5 persons. The 1/3rd was a transfer of property, in satisfaction of a debt secured by a mortgage of property. Therefore, could the Court sitting in review of the order of the L. C. say that the L. C. acted *ultra vires* when he made this determination ?

At this stage Mr. Tiruchelvam suggests the following further issue.

“ Even if issue 1 is answered in favour of the plaintiff, is the plaintiff entitled to ask for an injunction against 2nd defendant at this stage ”.

30 Mr. Wanigatunga objects to this issue. Under Ordinance 61 of 1942 the L. C. is substituted for the G. A. If a decision is given against the L. C. it will be binding on the authority under the new Act. He says he will have to consider his position if the issue is allowed.

#### ORDER.

I will disallow the issue at this stage. If I allow the issue now I will be compelled to give the plaintiff an opportunity to meet this position and it is possible that this case will have to be re-heard if I take this step.

40

(Sgd.) L. B. DE SILVA,  
D. J.

No. 24  
 Proceedings  
 before the  
 District Court  
 and addresses  
 to Court  
 6. 11. 53  
 —contd.

## INTERVAL.

After lunch.

Mr. Rodrigo addresses

Section 98 of the Trusts Ordinance expressly protects a *bona fide* purchaser for value. Object of the Ordinance is stated in the preamble. Reads evidence on page 8. 3rd defendant was expressly asked and stated he knew that the purchaser was going to buy the estate and he told him he was going to have the land redeemed. Therefore purchaser had notice. The defendant is fixed with notice. The Attorney-General and the Land Commissioner have been sued. Refers to para 1 of the plaint. The actual defendant in this action is the Attorney-General and the Land Commissioner is brought in *pro forma*. The Court is asked to give a joint decree. The Attorney-General is sued as representing the Crown. If a servant of the Crown does a tortuous act that person is personally liable and he should be sued. Here the servant was given certain statutory rights which he has exceeded. Then definitely he is personally liable, and the action should have been against him. The court will not enter a joint decree when the Attorney-General is not liable. The Land Commissioner must be sued personally and not officially. The action should therefore be dismissed. 10 20

Mr. Wanigatunge.

Plaintiff's position is that the acquisition of this land by the Land Commissioner is not a matter which falls within section 3 (1) (b) of the Ordinance 61 of 1942. An ordinance of this nature had to be strictly construed. Refers to Maxwell 9th Ed. at 289 on the interpretation of Statutes. That principle was followed in 31 N. L. R. 115. Section 31 (1) (b) applies only to lands which have been transferred either wholly or partly in satisfaction of a debt. Reads attestation in the deed. Three matters covered, one is the judgment in 7,365 on the secondary bond, the primary bond and tertiary bond. This is not a transfer which comes within the section therefore. This was in satisfaction of a number of debts the judgment and two other debts. That is the main point on which plaintiff has come to court. The section contemplates the transfer by the owner to another person who should be a creditor on the mortgage debt. The transfer itself says 2/3rd of one vendor and 1/3rd of the other. In fact this land was not transferred in satisfaction or part satisfaction of the debt which was due to the person to whom the transfer was made. With regard to the 3rd bond it was in favour of another person altogether. The transfer is not a transfer in satisfaction of a debt due on a mortgage but two debts done on the decree and 30 40

one on the secondary bond. Reads judgment in D. C. 6886/L, where that view has been taken. In that case there was also a payment of Rs. 8,000. Only the person against whom the decree is entered will come under the section and if that is correct Segappa will not be a person contemplated under this section. Counsel says he is not contesting that the Attorney-General cannot be sued. Action must be dismissed against the Attorney-General with regard to the Land Commissioner the position is different. Cites 51 N L R 90 at 93. Refers to 61 of 1942 redefinition. Section 9, 2 (1) 2 (2) 3 (1) 3 (4). 1, N L R at 115. In the 4 N L R case the question whether the Court had jurisdiction was gone into. Authority is vested in the Land Commissioner only in respect of lands he is authorised to acquire. The 52 N L R case does not apply. The principal has been laid down in *Merry Vs. Nicholas* L. R. Ch. Vol. 7, 1871/72, p. 733 at 750. The amending ordinance is 62 of 1947 and came into force in May 1947. Nagappa is dead and not available to give evidence. The right to redeem is not a charge that attaches to the land and there is no method of giving notice of such a charge. One person is excluded by the Ordinance and the amending Ordinance that is a *bona fide* purchaser for valuable consideration.

Mr. Tiruchelvam says the mortgage debt is never wiped out until payment in full or the bond is discharged. Bond was discharged by transfer P5 and until that time it was in existence. Any one of the mortgagees could have come into court right up to the time of P5.

Mr. Rodrigo cites 54 N L R 460, on the question of merger. 3rd defendants documents filed.

C A V for 13th November.

(Sgd.) L. B. DE SILVA,  
D. J.



**Judgment of the District Court**

**JUDGMENT.**

On the application of the 3rd defendant, the Land Commissioner after notice to the original plaintiff and consideration of the objections raised by him, made order under the Land Redemption Ordinance, No. 61 of 1942, under section 3 (1) (b) and section 4 for the acquisition of Keeriyankalliya Estate, described in Schedule (1) of the plaint.

The plaintiff filed this action against the Attorney-General and the Land Commissioner for an injunction restraining them from making the acquisition. There is no dispute that the said estate is an Agricultural land as it is a land planted in coconuts. 10

Under Bond 391/30.9.1925 P1 the 3rd defendant had given a primary mortgage of several lands including Keeriyankalliya estate to Sockalingam, Suppramaniam and Arunachalam Chettiar or any one of them for Rs. 50,000.

By Bond 533/9.4.1930 (P2) he gave a secondary mortgage of this land together with other lands to Muttiah, Suppramaniam, Velayuthan, Sockalingam and Segappa Chettiars or to any of them for Rs. 25,000. 20

By Bond 2339/8.3.31 (P3) he mortgaged as a tertiary mortgage the said property amongst others to one Elaris Appuhamy.

Sockalingam Chettiar put the Bond (P2) in suit and obtained the Mortgage Decree P4 against the 3rd defendant.

By Deed 4,010/4.5.33 (P5) 3rd defendant conveyed the land in question and other lands to Sockalingam and Sekappa Chettiars in settlement of the Mortgage Decree (P4) and the Primary Bond P1. The rights of these two Chettiars have devolved on the plaintiff on deeds 1,375/10.10.40 (P6), 1,387/10.10.40 (P7) and 761/24.2.45 (P8). 30

Objections is taken to the decision of the Land Commissioner on the ground that as the Conveyance (P5) was in satisfaction of two debts i.e. the Mortgage Decree on the secondary Bond (P2) and the primary bond (P1), it does not come within the provisions of section 3 (1) (b) or (c). (Section 3 (1) A does not apply at all.)

Under the interpretation Ordinance, the singular includes the plural, so I hold that the reference to "satisfaction or part satisfaction of a debt" means "Satisfaction or part satisfaction of a debt or debts".

No. 25.  
Judgment of  
the District  
Court.  
13. 11. 53.  
—contd.

10 It was held in 54 N. L. R. 457 that in spite of the entering of a Hypothecary Decree, the debt is still due on the Mortgage for purposes of section 3 (1) (b) of the Land Redemption Ordinance. The fact that the land was transferred in satisfaction of two Mortgage Debts secured by this property, does not take this case outside the provisions of this section.

20 It was also argued that as secured lands were hypothecated by these two Bonds P1 and P2, only one of which was transferred in satisfaction of the two debts the transaction fell outside the scope of this section. I am unable to accept this contention. All that this section requires is that the land sought to be acquired, should have been transferred in satisfaction or part satisfaction of the debt which was due from the transferor to the transferee and that it should have been secured by way of mortgage for such debt. The fact that other lands were also bound by way of Mortgage for this debt is quite immaterial. The decision in D. C. Colombo 6,686/L was based on the fact that the transfer was in consideration not only of the satisfaction of a debt, as contemplated by the section but also for a consideration in cash of Rs. 8,000. This payment was held to have taken that transfer outside the scope of section 3(1) of the Land Redemption Ordinance.

30 It was argued for plaintiff that this section must be considered strictly as it restricted the rights of property. It was submitted that a *bona fide* purchaser without notice was not bound by these provisions. And the land could not be acquired as against him. Granting that the section should be construed strictly, there is nothing in the section to so restrict its application.

The plaintiff is no doubt a purchaser for valuable consideration. I am prepared to discount the evidence of the 3rd defendant that he informed the plaintiff before his purchase, that he would take steps under this Ordinance to redeem his lands. 3rd defendant is an interested witness and as the plaintiff is dead the 3rd defendant cannot be contradicted.

40 But plaintiff would have been aware that the land was liable under this Ordinance to redemption and as such he had noticed of 3rd defendant's rights under this ordinance.

This action must fail on the merits as I hold that the Land Commissioner was empowered under section 3 (1) (b) and section 4 to order the acquisition of this property.

No. 25.  
 Judgment of  
 the District  
 Court.  
 13. 11. 53.  
 —contd

Plaintiff has considered that the Attorney-General cannot be sued for an injunction and that plaintiff's action against him should be dismissed with costs.

On behalf of the 3rd defendant it was urged that he has been improperly sued as he has no legal personality. Learned Crown Counsel argued that he should have been sued as an individual and not as Land Commissioner.

Mr. Justice Basnayake has stated in 51 N. L. R. page 93 " Such officers fall into the category of quasi corporation sole. These are generally officers of the Crown, who for certain purposes are in the nature of corporations sole such quasi corporation sole are familiar in our statute law, as for example, the Attorney-Genreal under the Civil Procedure Code and the Ceylon Saving Bank Ordinance, the Government Agent under the Land Acquisition Ordinance and the Settlement Officers under the Land Settlement Ordinance. I accordingly hold that the 2nd defendant can be sued as Land Commissioner as a quasi corporation sole generally recognised by our Courts. 10

(Vide Times Law Reports Vol.18 page 106 bottom 107 top " Judgment in 14 Times L. R. 36 seemed to make it perfectly clear that an officer of the Crown could not be sued as such, although he might be sued as an individual for any wrongful act . . . . . " This question may be taken up in a suitable case before the Supreme Court). 20

It is also argued that the Land Commissioner's determination was final and that this Court has no jurisdiction to canvass that decision.

No doubt this Court has no right to sit in judgment on the exercise of his discretion by the Land Commissioner. But as stated by Sir Allan Rose C. J. in 54 N. L. R. at page 458 the function of the Land Commissioner consists of two components first the correct formulation of the question to be decided and secondly the answering of that question in relation to the particular land. 30

He argued that the second finding which is one of fact cannot be canvassed but he was of opinion that an incorrect formulation of the question to be decided is open to challenge.

In this case I am unable to find, that the Land Commissioner has made such an incorrect formulation of the question to be decided I hold that it is open to this Court to examine the competency of the Land Commissioner to act under this section. 40

Mr. Gunasekera J, stated in 52 N. L. R. at page 96 that the Land Commissioner's authority to acquire a land depends however, not on its having been sold or transferred in the circumstances specified in section 3 (1) but upon his being satisfied that it has been so sold or transferred.

No. 25.  
Judgment of  
the District  
Court.  
13. 11. 53.  
—contd.

I answer the Issues in the case as follows :—

1. Yes
2. Yes
3. Yes
- 10 4. His decision on facts is final the question of law whether he had authority to acquire a particular land is subject to review by this court.
5. Vide answer to issue 4.
6. No
7. Yes
8. Yes
9. Yes

I dismiss plaintiff's action with costs.

(Sgd.) L. B. De SILVA,  
D. J.  
13.11.53

No. 26.  
Decree of the  
District Court  
13. 11. 53.

No. 26

Decree of the District Court

DECREE

Class

No. 288/Z

IN THE DISTRICT COURT OF COLOMBO

Dead. M. LADAMUTHU PILLAI *alias* SITTAMPALAMPILLAI  
of No. 16 Bridge Street, Chilaw. . . . . *Plaintiff—Dead.*

LADAMUTTUPILLAI KATHIRAKAMAN PILLAI of  
Bridge Street, Chilaw. . . . . *Administrator of the estate of the  
plaintiff.*

10

*Vs.*

1. THE ATTORNEY-GENERAL of Ceylon (2) THE LAND  
COMMISSIONER, Colombo (3) W. A. DON ELARIS  
PERERA, Marawila. . . . . *Defendants.*

This action coming on for final disposal before Leonard B. de  
Silva Esquire, District Judge, Colombo, on the 13th day of November,  
1953, in the presence of proctor on the part of the Plaintiff and  
of proctor on the part of the defendant, it is ordered and decreed  
that the plaintiff's action be and the same is hereby dismissed with  
costs.

20

(Sgd.) L. B. De SILVA,  
*District Judge.*  
Colombo.  
16.11.

The 13th day of November, 1953.

## Petition of Appeal to the Supreme Court

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

M. LADAMUTTU PILLAI *alias* SITTAMPALAM PILLAI  
of No. 16, Bridge Street, Chilaw . . . . . *Plaintiff.*LADAMUTTU PILLAI KATHIRKAMAN PILLAI of  
Bridge Street, Chilaw, Administrator of the Estate of Plaintiff-  
deceased . . . . . *Substituted-Plaintiff-Appellant.**Vs.*

- 10 (1) THE ATTORNEY-GENERAL of Ceylon (2) THE LAND  
COMMISSIONER, Colombo . . . . . *Defendants-Respondents.*  
(3) W. A. DON ELARIS PERERA of Marawila . . . . *Added-  
Defendant-Respondent.*

On this 27th day of November, 1953.

*To* Their Lordships the Chief Justice and the other Judges  
of the Supreme Court of the Island of Ceylon.The Petition of the Substituted-Plaintiff-Appellant appearing  
by his proctor John Henry Mathew Fernando, sheweth as follows :—

- 20 1. The original plaintiff, now deceased, instituted this action  
against the 1st and 2nd defendants above named for an injunction  
restraining them jointly or in the alternative from taking steps  
under Ordinance No. 61 of 1942 (the land redemption Ordinance)  
to acquire the land called Keeriyankalliya estate and fully described  
in the Schedule to the plaint.
2. On the death of the original plaintiff, the substituted-plaintiff-  
appellant as the Administrator of his estate appointed in Testamen-  
tary Proceedings No. 14,879 of the District Court of Colombo,  
was substituted in his place.
- 30 3. On or about 31st March 1953 the added-defendant-respondent  
was made a party to this action as he was the person on whose appli-  
cation the 2nd defendant respondent was seeking to act in this  
matter,

No. 27.  
 Petition of  
 Appeal to the  
 Supreme Court  
 27.11.53—contd.

4. The plaintiff alleged that on Deed No. 761 of 24.2.45 marked P8, he became the owner of the said land, which at one time belonged to the added-defendant-respondent, and that the 2nd defendant-respondent in his capacity of Land Commissioner had informed the plaintiff of his intention and was taking steps to acquire the said land under the provisions of Ordinance No. 61 of 1942.

5. At the trial which took place on 30th September 1953 and 20th November 1953 the following issues were framed :

- (1) Is the land in question capable of acquisition under section 3 of the Land Redemption Ordinance No. 61 of 1942. 10
- (2) Did the Land Commissioner on or about 12.5.47 make a determination under section 3 (4) of the Land Redemption Ordinance No. 61 of 1942 that Keeriyankalliya estate be acquired.
- (3) Was the said estate on or about 12.5.47 a land of the description contained in section 3 (1)(b) of the Land Redemption Ordinance No. 61 of 1942.
- (4) Is the Land Commissioner's determination with regard to the acquisition of Keeriyankalliya estate final.
- (5) If so, can the correctness of the said determination be questioned in these proceedings. 20
- (6) Is plaintiff entitled to proceed against the 1st defendant as representing the Crown to obtain an order of injunction against the Crown.
- (7) Can plaintiff maintain this action against the 2nd defendant as the Land Commissioner without suing the Officer who made the order in question by name.
- (8) Is the plaintiff a *bona fide* purchaser for value from the original transferees of the said lands from the 3rd defendant.
- (9) If so, is the 2nd defendant empowered to acquire lands from him. 30

6. The substituted-plaintiff-appellant gave evidence as did the Assistant Land Commissioner and the added-defendant-respondent.

The main contentions for the appellant were that the 2nd defendant-respondent was not entitled to acquire the said land under the said Ordinance and that the said land was not liable to be acquired after the purchase thereof by the plaintiff now deceased.

7. According to the evidence led the added-defendant has created a primary mortgage on the said land and other lands by Bond No. 391 of 30.9.25 marked P 1 in favour of Sockalingam, Supramaniam, and Arunachalam Chettiar or any one of them for a sum of Rs. 50,000. By Bond No. 533 of 9.4.30 marked P2, the added-defendant had created a secondary mortgage over the said land and other lands in favour of Muttiah, Supramaniam, Velauthan, Sockalingam and Sekappa Chettiars or any one of them for a sum of Rs. 25,000. By Bond No. 2,339 of 8.3.36 marked P3 the added-

10 defendant had created a tertiary mortgage.

8. The Bond marked P2 was put in suit in Case No. 7,365 of the District Court of Negombo and after decree was entered in favour of Sockalingam Chettair, the added-defendant transferred the said land and other lands by Deed No. 4,010 of 4th May 1933, 2/3 thereof in favour of the said Sockalingam Chettiar and 1/3rd thereof in favour of the said Sekappa Chettiar, the consideration for the said transfer being the satisfaction of the decree in case No. 7,365 of the District Court of Negombo and the discharge of Mortgage Bond the No. 391 marked P1.

20 9. The title of the said Socklingam Chettiar and Sekappa devolved upon the plaintiff now deceased by reason of Deeds Numbers 1,375 of 10.10.40 (P6), 1,387 of 10.10.40 (P7) and 761 of 24.2.45 (P8).

10. The main contention of the substituted-plaintiff-appellant at the trial was that the 2nd defendant-respondent was not entitled in law to take steps under Ordinance No. 61 of 1942 to acquire the said land in that section 3 (1) (b) of the said Ordinance did not apply to the transactions whereby the added-defendant's title passed from him and that the plaintiff now deceased was a *bona fide* purchaser for value without notice and the said land could not be

30 acquired after his purchase.

11. After trial the learned District Judge answered the issues as follows :

No. 1 yes

No. 2 yes

No. 3 yes

No. 4 His decision on facts is final. The question of law whether he had authority to acquire a particular land is subject to revision by this court.

No. 5 Vide answer to issue 4.

40 No. 6 No

No. 7 Yes



No. 27.  
 Petition of  
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 Supreme Court  
 27.11.53—*contd.*

No. 8 Yes

No. 9 Yes

The learned District Judge thereupon dismissed the substituted-plaintiff's action with costs.

12. Feeling aggrieved by the said judgment and decree the substituted-plaintiff-appellant appeals therefrom to Your Lordships' Court on the following among other grounds which may be urged by Counsel at the hearing of this appeal—

- (a) the said judgment and decree are contrary to law and against the weight of evidence led in the case; 10
- (b) the learned District Judge has erred in law in holding that the 2nd defendant-respondent was entitled in law to acquire the said land;
- (c) the learned District Judge erred in law in holding that the said transactions entered into by the added-defendant brought the matter within the ambit of section 3(1)(b) of the said Ordinance;
- (d) the learned District Judge has erred in law in holding that the said land was liable to be acquired after its transfer to the plaintiff now deceased; 20
- (e) the learned District Judge has erred in law in holding that the plaintiff now deceased would have been aware that the said land was liable to be acquired under the said Ordinance and that the said land was therefore liable to be acquired after his purchase.

Wherefore the substituted-plaintiff-appellant prays that Your Lordships' Court be pleased to set aside the said judgment and decree and enter judgment against the 2nd defendant-respondent as prayed for in the plaint with costs, and grant the substituted-plaintiff-appellant such other and further relief as to the Court shall seem meet. 30

Sgd. J. H. M. FERNANDO,  
*Proctor for Substituted-Plaintiff-Appellant.*

## Proceedings before the Supreme Court in Appeal

No. 28.  
 Proceedings  
 before the  
 Supreme Court  
 in appeal.  
 23.3.56.

*S. C. No. 457*

*D. C. Colombo, No. 288/Z*

*Present* : BASNAYAKE, C.J., and DE SILVA, J.

*Counsel* : H. V. PERERA, Q.C., with H. WANIGATUNGE for  
 plaintiff-appellant.

WALTER JAYAWARDENE with H. L. DE SILVA, Crown  
 Counsel, for first and second defendants-respondents.

*Argued and Decided on* : 23rd March, 1956.

10 *Basnayake, C.J.*

Counsel for the appellant states that the schedules of the deeds which are essential for the argument of this appeal have not been briefed. Crown Counsel who appears for the respondents agrees that the schedules are necessary for the purpose of the argument. The case will stand out to enable Counsel to obtain copies of the Schedules in question from the Registrar of this Court on payment of the usual charges. The appellant should apply for the copies within seven days from today.

20

*de Silva, J.*

Sgd. HEMA H. BASNAYAKE,  
*Chief Justice.*

I Agree.

Sgd. K. D. DE SILVA,  
*Puisne Justice.*

Judgment of the Supreme Court

*S. C. 457*

*D. C. Colombo 288/Z*

LADAMUTTU PILLAI

*Vs.*

THE ATTORNEY-GENERAL and others.

*Present :* BASNAYAKE, C.J., PULLE, J., and De SILVA, J.

*Counsel :* H. V. PERERA, Q.C., with H. WANIGATUNGE  
 and S. L. D. BANDARANAYAKE for Substituted-  
 Plaintiff, Appellant.

10

WALTER JAYAWARDENA with V. TENNEKOON,  
 Senior Crown Counsel, and A. MAHENDRARAJAH,  
 Crown Counsel, for 1st and 2nd Defendant Respondents.

H. W. JAYAWARDENE, Q.C., with S. C. E. RODRIGO  
 and W. G. N. WEERATNE for Added-Defendant,  
 Respondent.

*Argued on :* November 20, 21, 22, 25, 26, 27, 28, and 29, 1957.

*Decided on :* January 31, 1958.

*Basnayake, C.J.*

Many questions of great public importance arise on this appeal 20  
 which has been very ably argued by learned counsel.

The facts are not in dispute. Briefly they are as follows :—Warnakula Aditha Arsanilaitta Don Elaris Perera, the 3rd added defendant-respondent (hereinafter referred to as Elaris Perera), was the owner of four lands known as (a) Keeriyankalliya Estate, (b) Dangahawatta *alias* Thalgahawatta, (c) Siyambalagahawatta Mukalana and Thalawewa Mukalana, Siyambalagahawatta, and (d) Angunuwila Estate situated in the Chilaw and Puttalam Districts. They are 42 acres, 6 acres, 9 acres, and 65 acres respectively.

By Bond No. 391 of 30th September 1925 (P1) Elaris Perera mortgaged as security for a loan of Rs. 50,000 the eleven allotments of land referred to in the schedule thereof of a total extent of about 150 acres to M. S. V. S. Sockalingam Chettiar, M. S. U. Subramaniam Chettiar and A. R. M. K. Arunsalam Chettiar. The condition of the bond was that money was repayable to any one of the mortgagees or their attorneys or heirs. By Bond No. 533 of 8th April 1930 (P2) Elaris Perera executed a secondary mortgage of the same lands for Rs. 25,000 in favour of M. S. O. Muttiah Chettiar, M. S. O. Velayuthan Chettiar, M. S. O. Suppramaniam Chettiar, M. S. O. Sockalingam Chettiar and S. K. N. S. Sekappa Chettiar. This loan also was repayable to any one of the mortgagees or their attorneys or heirs.

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Supreme Court.  
31.1.58—*contd.*

On 8th March 1931 Elaris Perera executed tertiary Bond No. 2,339 (P3) for Rs. 20,000 in favour of Warnakulasuriya Elaris Dabarera Appuhamy of Marawila over the same and other lands.

Socklingam Chettiar put Bond P2 in suit in D. C. Negombo case No. 7,365 and added the tertiary mortgagee as a party to the action. Decree was entered on 22nd June 1933 in favour of Sockalingam Chettiar for a sum of Rs. 32,625 with further interest on Rs. 25,000 at 15 per cent. per annum from 7th February 1933 till the date of decree with further interest on the aggregate amount of the decree at 9 per cent. per annum till payment in full with costs of the action within four months of decree. By deed No. 4,010 of 4th May 1935 (P5) Elaris Perera transferred to Sockalingam Chettiar and Sekappa Chettiar for a sum of Rs. 75,000 undivided shares in the lands mortgaged on P1 and P2 in the proportion of  $\frac{2}{3}$  share to Sockalingam and the remaining  $\frac{1}{3}$  to Sekappa Chettiar. It would appear from the attestation clause in the deed that the full consideration was set off in full satisfaction of the claim and costs due in case No. 7,365 D. C. Negombo and the principal and interest due on Bond P1. Elaris Perera also appears to have undertaken to release the lands from Tertiary Bond P3. Sockalingam Chettiar by deed No. 1375 of 10th October 1940 (P6) transferred an undivided  $\frac{1}{3}$  share of the lands to Velayuthan Chettiar and by deed No. 1387 of 13th October 1940 (P7) he transferred his remaining  $\frac{1}{3}$  share to Kalyani Atchi, administratrix of the Estate of Muttiah Chettiar, and to Meyappa Chettiar, the son of Muttiah. By deed No. 761 of 24th February 1945 (P8) Sekappa Chettiar, Velayuthan Chettiar, Kalyani Atchi and Meyappa Chettiar transferred to the plaintiff, Muthuwai ren Sittambalam Pillai, also known as Muthuwai ren Laddamuttu Pillai, for a sum of Rs. 75,000 the lands undivided shares of which were transferred by Elaris Perera on P5. The plaintiff thereafter entered into possession of them.

On 7th February 1949 the Land Commissioner informed the plaintiff that he was taking steps to acquire under the Land Redemption Ordinance No. 61 of 1942 four of the lands purchased by him

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Supreme Court.  
31.1.58—*contd.*

under P8. The plaintiff challenged the Land Commissioner's right to acquire the lands and instituted this action against the Attorney-General as the 1st defendant and the Land Commissioner as the 2nd defendant in which he prays for an injunction restraining the defendants jointly or in the alternative from taking steps under Ordinance No. 61 of 1942 to acquire the lands described in the schedule to the plaint.

The plaintiff died on 8th April 1951 and Laddamuttu Pillai Kathirkamam Pillai, his eldest son and administrator of his Estate, was substituted as party plaintiff. 10

The Attorney-General and the Land Commissioner in their Joint answer filed on 2nd March 1950 stated that on 16th May 1945 Elaris Perera applied to the Land Commissioner for the redemption of the lands described in the schedule to the plaint and that on 12th May 1947 the Land Commissioner acting under section 3 (4) of the Land Redemption Ordinance No. 61 of 1942 made his determination that Keeriyankalliya Estate be acquired and that notification of his determination was conveyed to the plaintiff on 7th February 1949. The defendants further asserted—

- (a) that the land is land of the description contained in section 3 (1) (b) of the Ordinance, 20
- (b) that the Land Commissioner's determination to acquire Keeriyankalliya Estate under the provisions of the Land Redemption Ordinance was final and conclusive and could not be questioned in this action and that the District Court had no jurisdiction to entertain it.

Elaris Perera petitioned the Court that his presence before it was necessary in order that it may effectively and completely adjudicate on all matters arising in the trial, and was added as the 3rd defendant. In his answer he raised substantially the same objections of law as the Attorney-General and the Land Commissioner. 30

The following issues were framed at the trial:—

- (1) Is the land in question capable of acquisition under section 3 of the land Redemption Ordinance No. 61 of 1942 ?
- (2) Did the Land Commissioner on or about 12.5.47 make a determination under section 3 (4) of the Land Redemption Ordinance No. 61 of 1942 that Keeriyankalliya Estate be acquired ?
- (3) Was the said Estate on or about 12.5.47 a land of the description contained in section 3 (1) (b) of the Land Redemption Ordinance No. 61 of 1942? 40

- (4) Is the Land Commissioner's determination with regard to the acquisition of Keeriyankalliya Estate final ?
- (5) If so, can the correctness of the said determination be questioned in these proceedings ?
- (6) Is the plaintiff entitled to proceed against the 1st defendant as representing the Crown to obtain an order of injunction against the Crown ?
- (7) Can plaintiff maintain this action against the 2nd defendant as the Land Commissioner without suing the officer who made the order in question by name ?
- 10 (8) Is the plaintiff a bona fide purchaser for value from the original transferees of the said lands from the 3rd defendant ?
- (9) If so, is the 2nd defendant empowered to acquire lands from him ?

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Supreme Court.  
31.1.58—contd.

The learned District Judge dismissed the plaintiff's action. He answered the first, second, third, seventh, eighth, and ninth issues in the affirmative, the sixth issue in the negative. In answer to the fourth and fifth issues he held that the Land Commissioner's decision on facts is final and the question of law whether he had authority to acquire a particular land is subject to review by the Court.

20

He held that—

- (a) the Land Commissioner can be sued *nomine officii*,
- (b) the Court was entitled to consider whether he had acted within the powers granted by the section,
- (c) the action taken by the Land Commissioner was covered by sections 3 (1) (b) and—  
(4) of the Ordinance.

It appears from the judgment of the learned District Judge that in the course of the final addresses of counsel for the plaintiff it was conceded that the Attorney-General could not be sued, and that the action as against him should be dismissed.

30

Learned Counsel for the appellant challenged the findings of the learned trial Judge on those issues which were decided against him. He submitted that the Land Commissioner's construction of section 3 of the Ordinance was wrong and that upon a wrong construction of the statute he had arrogated to himself a jurisdiction which he did not have.

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 Judgment of the  
 Supreme Court,  
 31.1.58—*contd.*

Section 3 of the Ordinance in the form in which it stood on 12th May 1947 reads as follows :—

3. (1) The Land Commissioner is hereby authorised to acquire on behalf of Government the whole or any part of any agricultural land, if the Land Commissioner is satisfied that the land was, at any time before or after the date appointed under section 1, but not earlier than the first day of January 1929, either—

(a) sold in execution of a mortgage decree, or

(b) transferred by the owner of the land to any other person in satisfaction or part satisfaction of a debt which was due from the owner to such other person and which was immediately prior to such transfer, secured by a mortgage of the land.

10

(2) Every acquisition of land under sub-section (1) shall be effected in accordance with the provisions of sub-section (5) and shall be paid for out of funds provided for the purposes of this Ordinance under section 4.

(3) No land shall be acquired under sub-section (1) until the funds necessary for the purpose of such acquisition have been provided under section 4.

20

(4) The question whether any land which the Land Commissioner is authorised to acquire under sub-section (1) should or should not be acquired shall, subject to any regulations made in that behalf, be determined by the Land Commissioner in the exercise of his individual judgment; and every such determination of the Land Commissioner shall be final.

(5) Where the Land Commissioner has determined that any land shall be acquired for the purposes of this Ordinance, the provisions of the Land Acquisition Ordinance, subject to the exceptions, modifications and amendments set out in the First Schedule, shall apply for the purposes of the acquisition of that land; and any sum of money which may, under such provisions be required to be paid or deposited by the Land Commissioner or by Government by way of compensation, costs or otherwise, shall be paid out of funds provided for the purposes of this Ordinance under section 4.

30

The lands which the Land Commissioner is seeking to acquire in the instant case are admittedly agricultural lands. It is common ground that they are not lands sold in execution of a mortgage decree. The question then is—Are they lands “ transferred by the owner of the lands to any other person in satisfaction or part satisfaction of a debt which was due from the owner to such other person and which was, immediately prior to such transfer, secured by a mortgage of the lands ” ? Learned counsel for the Land Commissioner contended that they were, while learned counsel for the appellant

40

contended that they were not. The latter submitted that section 3 (1) (b) applies only to a case where the lands transferred by the owner are the very lands which were security for the debt due from the owner. He submitted that the section does not apply to a case in which the lands transferred are, as in this case, some only of the lands secured by the mortgage. Where several lands are given as security for a debt, the section would not apply unless all the lands are transferred. He further submitted that in a case where only one land is given as security for a debt due from its owner the section would apply only if the entirety of that land was transferred by the owner in satisfaction or part satisfaction of his debt, and not if only a part of the land was transferred. He submitted that in applying the rule of interpretation in section 2 (10) of the Interpretation Ordinance words in the singular number shall include the plural where the plural is read and in the instant case the word "land" should be read as "lands" throughout. According to that view he submitted that the section should be rendered "that the lands were transferred by the owner of the lands so transferred to any other person in satisfaction or part satisfaction of a debt which was due from the owner to such other person and which was, immediately prior to such transfer, secured by a mortgage of (all) the lands transferred". He also submitted that statutes such as the Land Redemption Ordinance which encroach on the rights of the subject, should be strictly construed. I am in entire agreement with the view submitted by learned counsel.

Doubtless all statutes must be construed with due regard to their language and if the words of a statute are precise and unambiguous they must be expounded in their natural and ordinary sense. But where a statute encroaches on the rights of the subject and its language admits of more than one construction, that which is in favour of the subject and not against him must be preferred. In a statute which interferes with the person or property of the subject the Court should not supply the defects of language or eke out against the subject by a strained construction the meaning of an obscure passage. The rule of strict construction also requires that the benefit of a doubt created by any equivocal words or ambiguous sentence should be given to the subject.

It must be presumed that the Legislature does not intend to encroach upon the rights of the subject except where it says so plainly and that where it intends to do so it will manifest its intention, if not in express words, at least by the clearest implication and beyond all doubt. The Land Redemption Ordinance is an enactment which constitutes a serious intrusion on the property rights of the subject. It should therefore be strictly construed and its scope should be strictly confined by preferring a construction in favour of the subject and against the acquiring authority.



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Supreme Court.  
31.1.58—*contd.*

Learned counsel bases his contention that the transfer P5 does not fall within the ambit of section 3 (1) (b) on the following considerations :—

(a) What was transferred was not the lands themselves but undivided shares in the lands. The transfer of a land and of an undivided share in a land is not the same. The section contemplates transfer of a land or lands and not undivided shares in a land or lands.

(b) The transfer to Sekappa was not in satisfaction or part satisfaction of a debt which was due from Elaris Perera to Sekappa. It was in satisfaction of the debt due on bond P1 in favour of Sockalingam, Subramaniam and Arunasalam. 10

The submission that the section applies only to the transfer of the land securing the debt and not to the transfer of an undivided share in it, is sound. The section refers to land and not to undivided shares in land. An undivided share in a land is not the same as the land itself and the transfer of an undivided share in a land is not a transfer of the land. Learned counsel for the Crown did not seriously resist this argument. 20

Learned counsel also submitted that once Sockalingam instituted action for the recovery of the money due on bond P2, Sekappa who was party to that bond lost his right to proceed against Elaris Perera, the obligation created thereby being joint and several.

It is correct that when one of joint and several creditors institutes an action to recover a debt, payment to the other co-creditors does not extinguish the debt. The moment Sockalingam instituted the action on the bond Elaris Perera's right to choose the co-creditor to whom he would pay the debt ceased and his debt became payable to Sockalingam alone. 30

There is no presumption that where there are a number of creditors the obligation is joint and several. The obligation must, as in Bonds P1 and P2, be expressly created (Voet Book XLV, Tit. 2, sec. 2—Gane, Vol. 6, p. 657).

On this topic of the rights of joint and several creditors Voet states :—(Voet Book XLV, Tit. 2, Sec. 1—Gane, Vol. 6, p. 655) :

There are two parties to a stipulation or credit when two or more persons stipulate as principals each in whole for the same thing at one and the same time, with the intention of each indeed collecting the whole thing, yet all of them collecting only one such thing. 40

Where a correal obligation has been created—

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10 It is in the power of the stipulator to say which of a number of promisors of the same thing he prefers to sue for the whole. Likewise on the other hand it is in the discretion of the debtor to say which of a number of joint and several creditors he prefers to pay and to favour in such wise that he is himself freed from all of them. This he can do until one of a number of parties to the stipulating has started to sue and to safeguard his interests, for after that time a promisor effects nothing by tendering the money to another. (Voet Book XLV, Tit. 2, Sec. 3—Gane 6, p. 659).

Again Voet says—

But whatever one of the parties to a stipulation has collected, he is not held liable to treat it proportionately as common with another, unless there was partnership between them. Surely the one who has obtained his due in full holds nothing beyond what was due to him. Hence it comes about that a promisor, when already sued by one creditor, effects nothing by tendering the money to another. (Voet Book XLV, Tit. 3, Sec. 7—Gale 6, p. 663).

20 In support of his contention that after judgment was entered in favour of Sockalingam, no debt was due to Sekappa on P2, learned Counsel cited paragraphs 258 and 260 of Pothier on Obligations (Vol. 1, p. 144—Evan's translation). The former paragraph (258) reads :

30 Regularly, when a person contracts the obligation of one and the same thing in favour of several others, each of these is only creditor for his own share, but he may contract with each of them for the whole when such is the intention of the parties, so that each of the persons in whose favour the obligation is contracted is creditor for the whole, but that a payment made to any one liberates the debtor against them all. This is called Solidity of obligation. The creditors are called *correi credendi*, *correi stipulandi*.

And the latter paragraph (260) reads :

40 The effects of this solidity amongst creditors are, 1st. That each of the creditors being creditors for the whole, may consequently demand the whole, and, if the obligation is executory, constrain the debtor for the whole. The acknowledgment of the debt made to any one of the creditors, interrupts the prescription as to the whole of the debt, and consequently enures to the benefit of the other creditors, *I fin. cod. de duobus reis*. 3rd. The payment made to any one of the creditors extinguishes the debt, for the creditor being such for the whole, the payment of the whole is effectually made to him, and this payment liberates the debtor as against all, for although there are several creditors, there is but one debt, which ought to be extinguished by the entire payment made to one of the creditors.

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It is at the choice of the debtor to pay which of the creditors he will, as long as the matter is entire; but, if one of them has instituted a process against him, he cannot make an effectual payment, except to that one; *Ex duobus reis stipulandi, si semel unus egerit, alteri promissor offerendo pecuniam nihil agit.* 1. 16 ff de duob. reis. 4. Each of the creditors being such for the whole may, before a process instituted by any of the others, make a release to the debtor, and liberate him, as against them all.

For in the same manner as a payment of the whole, to any one of the creditors, liberates the debtor against all, a release by one, which is equivalent to a payment, ought to have the same effect. 10  
*Acceptilatione unius tollitur obligatio* 1. 2 ff de duob. reis.

The foregoing citations support learned Counsel's contention that Sekappa's right to claim the debt from Elaris Perera ceased on the institution of the mortgage action by Sockalingam and that the transfer to Sekappa was not therefore a transfer in satisfaction or part satisfaction of a debt due from Elaris Perera to Sekappa. Clearly then the transfer, apart from it being a transfer of undivided shares, does not for this additional reason, come within the ambit of section 3 (1) (b). 20

The Land Commissioner had therefore no authority in law to acquire the land and the plaintiff's prayer that he should be restrained from doing so must be granted.

The other questions which arise for decision on this appeal are as follows:—

- (a) that the plaintiff is not entitled to ask for the relief he has sought in this action against either the Attorney-General or the Land Commissioner,
- (b) that as sub-section (4) of section 3 declares that every determination of the Land Commissioner under sub-section (1) is final his determination cannot be questioned in an action of this nature, 30
- (c) that in any event the action is bad as it had been brought against the Land Commissioner *nomine officii* and not in his personal name against the officer who made the determination in question,
- (d) that an injunction cannot be granted against the Crown or the officers or servants of the Crown,
- (e) that as the Land Commissioner exercises under section 3 (1) a *quasi-judicial* function his determination can be canvassed only by certiorari and not by a regular action. 40

I shall now proceed to deal with the points as far as is convenient in their order as set out above.

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Points (a) and (c) are best dealt with together. Learned Crown Counsel's contention is that an action can be brought against a person natural or juristic and that as there is no juristic person known as the Land Commissioner an action cannot be brought against the Land Commissioner by that name. It can only be brought against the natural person appointed to that office.

10 The office of Land Commissioner was created by the Land Development Ordinance. Section 2 of the Ordinance defines the expression Land Commissioner thus :—

“ Land Commissioner ” means the officer appointed under section 3 of this Ordinance, and includes any officer of his Department authorised by him in writing in respect of any particular matter or provision of this Ordinance.

Section 3 of the ordinance provides :—

(1) There may be appointed a Land Commissioner who shall be responsible—

20 (a) for the due performance of the duties and functions assigned to him as Land Commissioner under this Ordinance ;

(b) for the general supervision and control of all Government Agents and Land Officers in the administration of Crown Land and in the exercise and discharge of the powers and duties conferred and imposed upon them by this Ordinance.

(2) In the exercise of his powers and in the discharge of his duties under this Ordinance, the Land Commissioner shall be subject to the general direction and control of the Minister.

30 The Ordinance vested in the Land Commissioner a number of statutory functions to be performed by the person for the time being holding the office. Other statutory functions are vested in the Land Commissioner by the Land Redemption Ordinance and the Crown Lands Ordinance.

The former Ordinance (section 2) provides :—

The Land Commissioner shall be the officer of Government responsible for and charged with the administration of this Ordinance and shall in the exercise, performance or discharge

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of any power, duty or function conferred or imposed upon or assigned to him by or under this Ordinance be subject to the general direction and control of the Minister.

The latter Ordinance provides (section 90)—

(1) The Land Commissioner shall be the officer of Government responsible for and charged with the administration of this Ordinance.

(2) In the exercise of his powers and in the discharge of his duties under this Ordinance, the Land Commissioner shall be subject to the general direction and control of the Minister.

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The Ordinances I have referred to above make it clear that the Land Commissioner, as regards his functions under them, is a statutory functionary who while the Ordinances are in force has a continued existence, though the holders of the office may change from time to time. Statutory functions commenced during the tenure of the office by one officer are continued by his successor or successors as if the functionary had a continued and uninterrupted existence despite the change of individuals holding the office. The enactment under which the office is created and the other enactments under which he has functions and duties to perform indicate that the Land Commissioner is regarded as a corporation in regard to his statutory duties and functions. It is true that none of the Ordinances referred to above declare him in so many words to be a corporation sole. But no particular words are necessary in the creation of a corporation (*Sutton's Hospital* case (1912) 10 Rep. 32b—*Tone Conservators v. Ash* (1829) 10 B & C 349 at 384). The intention to incorporate though not established by express words of creation can be gathered from the statute having regard to the nature of the functions and duties entrusted to the functionary. Such corporations are corporations by implication.

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Our law on the subject of corporations is the English law. It is so declared by section 3 of the Civil Law Ordinance. The material portion of it reads as follows :—

In all questions or issues which may hereafter arise or which may have to be decided in this Island with respect to the law of . . . . corporations . . . . the law to be administered shall be the same as would be administered in England in the like case, at the corresponding period, if such question or issue had arisen or had to be decided in England, unless in any case other provision is or shall be made by any Ordinance now in force in this Island or hereafter to be enacted.

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It is therefore necessary that we should turn for assistance to authoritative English treatises on the subject. I have consulted Grant on Corporations, a treatise which is well recognised. On this topic Grant says (p.8)—

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10 It has been held, that a body will be taken to be a corporation when it is constituted by an act of Parliament in such a way and for such purposes as show that the meaning of the legislature was that the body should have a perpetual duration, although no express words are used constituting it a corporation. (*Ex parte Newport Marsh Trustee*, 18 Law J. (N S) Chanc. 49, S. C. 16, Sim. 346). This is called a corporation by implication. And this agrees with the old law, that if the Crown grant land to the men of Islington, *without saying to them and their successors*, rendering rent, this incorporates them for ever for the purpose of the farm; for without such incorporation the intention of the grant could not be fully carried into effect.

A number of persons is not necessary for creating a corporation. To quote Grant again (p. 48)—

20 With respect to the number of persons in whom a corporation may be vested, it is to be observed that a corporation may reside in a single person, as the king, archbishops, bishops, deans, canons, archdeacons, parsons, who are all said to be corporations sole at common law. The chamberlain of London is also a corporation sole for some purposes, and is said to be a corporation by custom (4 Rep. 65a); that is, the earliest known origin of the rights exercised by that officer is usage.

30 Grant also speaks of quasi corporations having corporate rights and capacities in a limited and imperfect degree only, and for certain purposes only (p. 48). A corporation by implication may sue for an injury to its real property (Grant, p. 53—*Tone Conservators v Ash*, 10 B & C 349).

40 There is no doubt that in England at common law many aggregate bodies, as counties, hundreds, wapentakes, forests, cities and boroughs, though not incorporated, were treated as though they were bodies corporate, and could take in perpetual succession, and have a common seal (Grant 58). Some of the professorships in the Universities of Oxford and Cambridge have been at times treated as though these several professors were respectively bodies corporate (Grant 196). Lands are held by many bodies in the nature of a corporation, who nevertheless are not in such possession of the lands as to be the objects of an action in ejectment. Thus the Board of officers of Her Majesty's Ordnance Department are in the nature of a corporation for the management of Ordnance property, by virtue of the statutes 1 and 2 Geo. 4, C. 69, 3 Geo. 4, C. 108, 2 Will. 4, C. 25 (Grant p. 279).

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Speaking of *quasi* corporations, Grant (p. 661) says—

Some instances of *quasi* corporations sole remain. These are generally officers of the Crown, as the Lord Chancellor, the Lord High Treasurer, or the Chief Justices, who, for certain purposes, are in the nature of corporations sole respectively.

The English Law concept of *quasi* corporations sole and of offices regarded as corporations is in accord with the concepts of such bodies in Roman Law and in systems of Law which spring from it: Savigny in his treatise on Jural Relations (translation by Rattigan) observes (p. 2).

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A jural capacity may, for instance, in the first place, be either wholly or partially denied to many individual men; it may in the second place, be transferred to something external to the individual man, and this a Juristical Person may by this means be artificially created.

A Juristical Person, Savigny says, is a person who is assumed to be so for purely juristical purposes. In it we find a Bearer of Jural Relations as well as the individual man. Among the Juristical Persons enumerated by him are the State or the Fiscus, Subordinate Officials, who were appointed by the Authorities for the management of different affairs, such as Librarii, Fiscales, and Censuales. Savigny also expresses the view that Juristical Persons come into existence not only by the express sanction of the Sovereign "but also tacitly, by a conscious toleration or by an actual recognition".

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In this country the Attorney-General, the Fiscal, the Collector of Customs, the Postmaster-General, the Director of Public Works, and a whole host of Government functionaries act and are regarded as if they were corporations sole in the matter of contracts on behalf of the Government and in legal proceedings. All contracts are entered into by these functionaries binding them and their successors as if they were corporations sole acting for and on behalf of the Crown. This practice has been in existence to my personal knowledge for well over thirty years. It would appear that the Crown and the subject have both acted on that footing for quite a long time.

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It is not contended that the person holding the office of Land Commissioner at the time the determination was made (Mr. A. G. Ranasinha, now Sir Arthur), purported to act in his private capacity. At the time this action was instituted the person holding the office of Land Commissioner was Mr. S. F. Amarasinghe. It is his proxy that has been filed in these proceedings. It is admitted that Mr. Amarasinghe no longer holds the office and his successor too has been transferred. If as contended by counsel for the Crown the

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individual holding the office of Land Commissioner must be sued, difficult questions for which he has not provided a satisfactory answer arise. They are—

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(a) Who is the person to be sued? Is it the person holding the office—

(i) at the time proceedings are commenced under section 3 of the Land Redemption Ordinance, or

(ii) at the time the determination under that section is made, or

10 (iii) at the time of the institution of the action?

(b) What is to happen on the transfer of the person holding the office of Land Commissioner to another department of Government after legal proceedings have been instituted against him? Is the action to continue against the original defendant regardless of whether he holds the office of Land Commissioner or not, or is his successor to be substituted? If the action is to continue against the original defendant how is he to obey the order of the Court if it is made against him when he is not the holder of the office of Land Commissioner? His successor not being bound by the decree would have no authority in law to carry it out. If his successor is to be substituted under what provision of the Civil Procedure Code may it be done?

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(c) What is to happen on the retirement from the service of the Government of the person against whom the action is brought while it is pending? Is the action to proceed against him notwithstanding his retirement? If so how is he going to implement the decision of the Court if it is against him? His successor not being bound by the decree would be under no legal duty to obey it, nor can he be substituted as there is no provision of the Civil Procedure Code under which it can be done.

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(d) What is to happen on the death of the officer against whom the action is brought? Is the action to continue against his successor in office, or his legal representative? There is no provision in the Civil Procedure Code for substituting his successor in office. Section 398 provides for the substitution of the legal representative of the deceased defendant. If the legal representative carries on the action and it is lost or does not choose to carry it on and decree is entered against him, in either case, the holder of the office of Land Commissioner at the time the decree is entered is in law not bound by it and would have no power to give effect to the decree of the Court.

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For the purposes of the Civil Procedure Code the expression "legal representative" means (section 394 (2) an executor or administrator or the next of kin who have adiated the inheritance in the case of an estate below the value of Rs. 2,500. It will therefore be seen that the course suggested by learned Crown Counsel is impractical and will result in profitless legal proceedings and in a denial of justice. It is not contended that in an action against the Crown, which the law requires should be instituted against the Attorney-General, the name of the person holding that office should be mentioned. Nor is it contended that on any change in the holder of that office or on his death there should be a substitution of the new holder or that even the proxy of the new holder of the office should be filed. It would appear therefore that for the purposes of legal proceedings the Attorney-General also must be regarded as a corporation sole. In regard to proceedings at law the legal position of other public functionaries such as the Government Agents and other officers who have a multitude of statutory functions to perform is the same.

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In my opinion the action has been properly instituted against the Land Commissioner *nomine officii*. That an injunction can be issued against a public functionary such as the Land Commissioner or the Postmaster-General was recognised by this Court so long ago as 1838 in the case of *In re William Clark* (Morgan's Digest, p. 249) and later in the case of *Govt. Agent, N. P. v. Kanagasunderam* (31 N. L. R. 155).

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The next question is whether the determination of the Land Commissioner can be questioned in these proceedings. The provisions of the Civil Procedure Code are wide enough to permit an action of this nature. Learned Counsel for the Crown emphasized the fact that the plaintiff had sought an injunction instead of asking for a declaration. In the instant case the plaintiff was seeking to prevent a wrong and he was entitled to ask the Court to enjoin the defendant "not to do a specified act, or to abstain from specified conduct or behaviour" (section 217 (2) Civil Procedure Code). Hence his prayer that "the defendants jointly or in the alternative" be restrained "from taking steps under Ordinance No. 61 of 1942 to acquire the lands described in the Schedule".

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Learned counsel also argued that although the Land Commissioner was authorised by section 3 to acquire lands of the description referred to therein, under the Land Acquisition Act, though not under the repealed Ordinance the acquiring authority was in fact the Minister and that the action against the Land Commissioner was misconceived. He bases this argument on the fact that subsection (50) of section 3 of the Land Redemption Ordinance provides that the Land Acquisition Act, with the prescribed modifications,

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shall apply for the purposes of the acquisition of land which the Land Commissioner under sub-section (4) determines should be acquired. I am unable to uphold that contention. Although the Land Redemption Ordinance makes use of the machinery in the enactment for the compulsory acquisition of land it is the Land Commissioner who is authorised to set that machinery in motion and the determination that any land should be acquired for the purpose of the Land Redemption Ordinance is his and not the Minister's. The words of the section are—

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- 10 The Land Commissioner is hereby authorised to acquire on behalf of Government the whole or any part of any agricultural land, if the Land Commissioner is satisfied, &c.

Sub-section (5) of the section prescribes that the provisions of the Land Acquisition Act shall apply "where the Land Commissioner has determined that any land shall be acquired for the purposes of this Ordinance". Once the Land Commissioner has made his determination, the Minister has no option under section 5 of the Land Acquisition Act as modified for the purposes of the Land Redemption Ordinance but to make the written declaration prescribed therein. It is the Land Commissioner's determination that should be challenged if it is illegal and it is the Land Commissioner who should be restrained from acting illegally.

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I have no doubt that under our law the present action is well founded and that it lies both against the Attorney-General and the Land Commissioner *nomine officii*. It is clear from the general provisions of the Civil Procedure Code governing the institution of actions (sections 5, 6, 8, 217), and those special provisions regulating the institution of actions against the Crown and Public Officers (Chapter XXXI), that an action such as this can be maintained.

- 30 In England, unlike in this country, the subject had no right to sue the Crown till the enactment of the Crown Proceedings Act in 1947. For that reason in that country parties dissatisfied with the proceedings of statutory functionaries had to resort to the declaratory action in order to test their legality.

In the case of *Dyson v. Attorney-General* (1911) (1 K. B. 410) the validity of notices issued by the Commissioners of Inland Revenue under the Finance Act 1910 was tested by asking for a declaratory judgment against the Attorney-General. The Court of Appeal held that such an action lay. The plaintiff prayed in aid the decision of *Hodge v. Attorney-General* (1839) (3 Y. & C. Ex. 342), which was followed by the Court of Appeal. Reference was made in the course of the judgments of the Judges to *Pawlett v. Attorney-General* (1667),

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(Hardres' Rep. 465 at p. 469) in which was stated an important principle which we should bear in mind when hearing actions against the Crown in whatever form they are brought. Baron Atkyns said in that case—

The party ought in this case to be relieved against the King ; because the King is the fountain and head of justice and equity, and it shall not be presumed that he will be defective in either, it would derogate from the King's honour to imagine that what is equity against a common person should not be equity against him. 10

The case of *Dyson v. Attorney-General (supra)* is one of great importance especially as it contains some very valuable observations by Farwell L. J., on actions against Government departments in respect of their illegal acts. They are important enough to be repeated here *in extenso*. He said—

But the Court is not bound to make declaratory orders and would refuse to do so unless in proper cases, and would punish with costs persons who might bring unnecessary actions : There is no substance in the apprehension, but if inconvenience is a legitimate consideration at all, the convenience in the public interest is all in favour of providing a speedy and easy access to the Courts for any of His Majesty's subjects who have any real cause of complaint against the exercise of statutory powers by Government Departments and Government officials, having regard to their growing tendency to claim the right to act without regard to legal principles and without appeal to any Court. Within the present year in this Court alone there have been no less than three such cases. In *Rex v. Board of Education*, (1910) 2 K. B. 165, the Board, while abandoning by their counsel all argument that the Education Act, 1902, gave them power to pursue the course adopted by them, insisted that this Court could not interfere with them, but that they could act as they pleased. In *In re Weir Hospital* (1910) 2 Ch. 124, the Charity Commissioners were unable to find any excuse or justification for the misapplication of £. 5,000 of the trust funds committed to their care. In *In re Hardy's Crown Brewery* (1910) 2 K. B. 257 the Commissioners of Inland Revenue, who are entrusted by section 2, sub-section 1, of the Licensing Act, 1904, with the judicial duty of fixing the amount of compensation under the Act, fixed the sum *mero motu* without any inquiry or evidence and without giving the parties any opportunity of meeting objections, and claimed the right so to act without interference by any Court. Bray J. and the Court of Appeal held that they had acted unreasonably and ordered them to pay costs. In all these cases the defendants were represented by the law officers 20 30 40

of the Crown at the public expenso, and in the present case we find the law officers taking a proliminary objection in order to prevent the trial of a caso which, treating the allegations as true (as we must on such an application), is of the groatost importance to hundreds of thousands of His Majesty's subjects. I will quote the Lord Chief Baron in *Deare v. Attorney-General* (1 Y. & C. Ex. at p. 208). "It has been the practice, which I hope never will be discontinued, for the officers of the Crown to throw no difficulty in the way of proceedings for the purpose of bringing matters before a Court of Justice when any real point of difficulty that requires judicial decision has occurred". I vouture to hope that the former salutary practice may be resumed. If ministerial responsibility were more than the mere shadow of a namo, the matter would be less important, but as it is, the Courts are the only defence of the liberty of the subject against departmental aggression.

The declaratory action is being resorted to more and more in England with the increase of statutory functionaries and the Courts have been ever ready to exercise their jurisdiction to prevent injustice. It is necessary to cito other English cases as *Dyson's* is a leading case. It is sufficient to say that the words of Farwell L. J. lay down what should be the attitude of the Courts towards the subject when he seeks relief from the illegal acts of Government Departments.

I now come to point (b). Does the provision in section 3 (4) that the detormination of the Land Commissioner shall be final preclude the plaintiff from questioning it by way of a regular action ?

In the first place it is necessary to consider what it is that the sub-section declares shall be final. It is that the determination that any land which the Land Commissioner is authorised to acquire under sub-section (1) should or should not be acquired. Therefore if the Land Commissioner dotermine that he should acquire any land which he is not authorised to acquire under sub-section (1) the requirements of the sub-section (4) are not satisfied and the determination will not be final. This is precisely what the appellant's counsel submits. Ho contends that by a wrong interpretation of sub-section (1) the Land Commissioner has given himself a jurisdiction which he does not have. Without authority under the sub-section (1) to acquire the lands in question he has determined that they should be acquired. Clearly his determination does not fall within the ambit of sub-section (4). Learned counsel for the Crown contended that finality attached to the Land Commissioner's decision whether he was or was not authorised by sub-section (1) to acquire the lands. That is an astounding proposition to which I cannot assent.

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Now, when an Ordinance or an Act provides that a decision made by a statutory functionary to whom the task of making a decision under the enactment is entrusted shall be final, the Legislature assumes that the functionary will arrive at his decision in accordance with law and the rules of natural justice and after all the prescribed conditions precedent to the making of his decision have been fulfilled, and that where his jurisdiction depends on a true construction of an enactment he will construe it correctly. The Legislature also assumes that the functionary will keep to the limits of the authority committed to him and will not act in bad faith or from corrupt motives or exercise his powers for purposes other than those specified in the statute or be influenced by grounds alien or irrelevant to the powers taken by the statute or act unreasonably. To say that the word "final" has the effect of giving statutory sanction to a decision however wrong, however contrary to the statute, however unreasonable or influenced by bad faith or corrupt motives, is to give the word a meaning which it is incapable of bearing and which the Legislature could never have contemplated. The Legislature entrusts to responsible officers the task of carrying out important functions which affect the subject in the faith that the officers to whom such functions are entrusted will scrupulously observe all the requirements of the statute which authorises them to act. It is inconceivable that by using such a word as "final" the Legislature in effect said, whatever determination the Land Commissioner may make, be it within the statute or be it not, be it in accordance with it or be it not, it is final, in the sense that the legality of it cannot be agitated in the Courts. No case in which such a meaning has been given to the word "final" was cited to us. The word "final" is not a cure for all the sins of commission and omission of a statutory functionary and does not render legal all his illegal acts and place them beyond challenge in the Courts. The word "final" and the words "final and conclusive" are familiar in enactments which seek to limit the right of appeal; but no decision of either this Court or any other Court has been cited to us in which those expressions have been construed as ousting the jurisdiction of the Courts to declare in appropriate proceedings that the action of a public functionary who has acted contrary to the statute is illegal.

To read the word "final" in the sense which the learned counsel for the Crown seeks to place upon it would amount to giving the public functionary authority to act as he pleases. It is unthinkable that the Legislature would give such a blank authority to a functionary however highly placed. Such powers are rarely given even when the country is at war or is facing a crisis. It must be presumed that the Legislature does not sanction illegal acts on the part of functionaries. If it intends to sanction unauthorised and illegal acts it should say so in plain and unmistakable terms and

not use a word of such doubtful import as "final". That the subject should not be harassed by unauthorised action on the part of statutory functionaries is as much the concern of the Legislature as of the Courts and once a piece of legislation has been put on the statute book the Legislature as well as the public looks to the Courts to exercise their controlling authority against illegal and unjust use of the powers conferred thereby, and the Courts will be failing in their legitimate duty if they denied relief against illegal action on the part of statutory functionaries. It was urged by counsel that the word "final" ousted the jurisdiction of the Courts to consider and decide the legality of the Land Commissioner's determination and that it could be challenged only in Parliament. That would impose on Parliament the obligation of construing the statutes it enacts, an obligation which is outside its proper scope and which it is not qualified to discharge. The jurisdiction conferred by the Courts Ordinance on our Courts cannot be taken away except by express and clear language. I know of no formula by which the undoubted right of the Courts, where their jurisdiction is invoked by appropriate proceedings, to construe an enactment and declare its meaning can be taken away.

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The interpretation of statutes is the proper function of the Courts and once legislation has been enacted the Legislature looks to the Courts to declare its true meaning and upon that meaning to determine whether the powers entrusted to the creatures of statute have been exceeded or not. The principles governing the exercise of their functions by statutory functionaries have been declared by the Courts in England and other Commonwealth countries and are now well established and in my view afford valuable guidance in the consideration of the questions arising on this appeal. I set them out below :—

1. A discretion does not empower a statutory body or functionary to do what he likes merely because he is minded to do so—he must in the exercise of his discretion do, not what he likes, but what he ought.

(*Roberts v. Hopwood* (1925) A. C. 578 at 613.)

II. A statutory body or functionary who has to exercise a public duty by exercising his discretion is not to be regarded in the eye of the law as having exercised his discretion—

- (a) if he takes into account matters which the Courts consider not to be proper for the guidance of his discretion (*R. v. Vestry of St. Pancras*, (1890) 24 Q. B. D. 371 at 375–378),
- (b) if he takes extraneous matter into account and allows them to influence him (*R. v. Brighton Corporation* (1916) 85 L. J. K. B. 1552, 1555).

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- (c) if he misunderstands the law or misconstrues the statute or the section on which he purports to act—*R. v. Mayor and Corporation of Newcastle-on-tyne*, (1889) 60 L. T. 963 and *R. v. Ormesby Local Board*, (1894) 43 W. R. 96 *R. v. Board of Education*, (1910) 2 K. B. 165 at 170—*Board of Education v. Rice*, (1911) A. C. 179.
- (d) if he acts on an error of fact or is prompted by a mistaken belief in the existence of some circumstance of fact. *Smith v. Macnally*, (1912) 1 Ch. 816, 825.
- (e) if he acts in bad faith or from corrupt motives (*Short v. Poole Corporation*, (1926) 1 Ch. 66, 90–91). 10
- (f) if he exercises power given by the legislature for one purpose for another or different purpose whether it be fraudulently or dishonestly or not (*Westminster Corporation v. London & North Western Rly* (1905) A. C. 426, 428, *Municipal Council of Sydney v. Campbell*, (1925) A. C. 338, 343, *The King v. Minister of Health Ex p. Davis*, (1929) 1 K. B. 619, *Hanson v. Radcliffe, U. D. C.*, (1922) 2 Ch. 490, 500, *Martin v. Eccles Corporation* (1919) 1 Ch. 387.
- (g) if the act, though performed in good faith and without the taint of corruption, is so clearly founded on alien and irrelevant grounds as to be outside the authority conferred upon him. (*Short v. Poole Corporation*, (1926) 1 Ch. 66, 91). 20
- (h) if he exceeds or abuses his powers or does not keep to the limits of the authority committed to him.
- (i) if he is unreasonable though acting honestly and in good faith (*R. v. Robert ex p. Scurr & others*, (1924) 2 K. B. 695, *Short v. Poole Corporation*, (1926) 1 Ch. 66, 90).

It was also pointed out in the course of argument that the Land Commissioner in the exercise, performance or discharge of any power, duty or function conferred or imposed upon or assigned to him “by or under” the Ordinance was subject to the general direction and control of the Minister. The fact that the Minister has “general direction and control” does not absolve the Land Commissioner in the performance of his duties. It should be noted that section 3 (4) provides that questions arising under sub-section (1) should be determined by the Land Commissioner “in the exercise of his individual judgment”. In the exercise of a quasi-judicial function the Minister’s direction and control have no place. It was so held in the case of *Simms Motor Units Ltd. v. Minister of Labour and* 30 40

*National Service* (1946) 2 All E. R. 201. Private instructions given to a specially designated officer or tribunal as to how quasi-judicial functions should be performed are bad. The object of establishing an independent tribunal is to remove the power of decision from the executive and this is clearly defeated if the tribunal acts to order. In the case *Roncarelli v. Duplessis* (1952) 1 D. L. R. 680 the Prime Minister and Attorney-General of Quebec who issued an order on the manager of the Quebec Liquor Commission to cancel the licence of Roncarelli a restaurant operator was held liable in damages for issuing an order which he had no power under the Alcoholic Liquor Act, or the Act defining his powers, to issue. In that case reference was made to a number of decisions on the subject of the exercise of discretion by a statutory body having quasi-judicial functions. Among them is the following passage from the judgment of Lord Esher M. R. in the case of *Reg. v. Vestry of St. Pancras*, (1890) 24 Q. B. D. 371 at 375—

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If people who have to exercise a public duty by exercising their discretion take into account matters which the Courts consider not to be proper for the guidance of their discretion, then in the eye of the law they have not exercised their discretion.

In the instant case the Land Commissioner, as stated above, misconstrued section 3 (1) (b) and gave himself a jurisdiction he did not have. The action taken by him in excess of his jurisdiction to acquire the plaintiff's lands which he is in law not entitled to do is illegal and plaintiff is entitled to the order he seeks.

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I shall now deal with point (d). It was argued that a mandamus does not lie against the officers and servants of the Crown and that the issue of an injunction is governed by the same consideration. But the correct form of the English rule on this aspect of the law of mandamus is that mandamus does not lie against the servants of the Crown *as such*. Servants of the Crown when discharging statutory functions which they have no authority to discharge except under the statute cannot be said to be discharging those functions *qua* servants of the Crown. Where they derive their powers from the statute and the statute alone the fact that they are servants of the Crown is no bar to a mandamus in respect of their statutory functions. Again where government officers have been constituted agents for carrying out particular duties in relation to the subject, even where those duties are not statutory, if they are under a legal obligation towards the subject, an order of mandamus will lie for the enforcement of those duties (11 Hal. 99). But we were not referred to any case in which it has been so held. The English law governing injunctions against public officers after 1947 is to be found in section 21 of the Crown Proceedings Act which expressly forbids the grant of injunctions against an officer



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of the Crown only if the effect of granting the injunction would be to give any relief against the Crown which could not have been obtained in proceedings against the Crown. That section reads—

- (1) In any civil proceedings by or against the Crown the Court shall, subject to the provisions of this Act, have power to make all such orders as it has power to make in proceedings between subjects, and otherwise to give such appropriate relief as the case may require :

Provided that—

- (a) where in any proceedings against the Crown any such relief is sought as might in proceedings between subjects be granted by way of injunction or specific performance, the Court shall not grant an injunction or make an order for specific performance, but may in lieu thereof make an order declaratory of the rights of the parties ; and 10
- (b) in any proceedings against the Crown for the recovery of land or other property the Court shall not make an order for the recovery of the land or the delivery of the property, but may in lieu thereof make an order declaring that the plaintiff is entitled as against the Crown to the land or property or to the possession thereof. 20

- (2) The Court shall not in any civil proceedings grant any injunction or make any order against an officer of the Crown if the effect of granting the injunction or making the order would be to give any relief against the Crown which could not have been obtained in proceedings against the Crown.

Neither our Civil Procedure Code nor any other enactment imposes a prohibition such as is contained in sub-section (2) above. Our Courts are free to entertain any action against the Crown or its officers and there are no fetters imposed by statute on suing the Crown or its officers. In actions to which the Crown or a public officer is a party our Courts are therefore free to make any order it may make between subject and subject. Similarly in the grant of injunctions the Courts are free to act under section 86 of the Courts Ordinance whether the defendant be the Crown or a servant of the Crown or a subject. There is no fetter on their freedom of action as in England. 30

It was also submitted on behalf of the Crown that the functions of the Land Commissioner under section 3 of the Ordinance are quasi-judicial and that any action in excess of his powers should be challenged by way of certiorari and not by action. I am unable to accept 40

this submission either. Certiorari is a remedy which does not exclude other remedies. A similar argument was unsuccessfully advanced in the case of *Cooper v. Wilson*, (1937) 2 All E. R. 726. At page 733 Greer L. J. said—

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Nor do I think that the power which he undoubtedly possessed of obtaining a writ of certiorari to quash the order for his dismissal prevents his application to the Court for a declaration as to the invalidity of the order of dismissal.

10 It was observed in the same case that the power of the Court to grant a declaration has been greatly extended in recent years. Such actions are increasing in this country too. With the growth of legislation which affects the rights of the subject and his freedom of action, suits in which the subject seeks redress against illegal acts on the part of statutory functionaries are bound to increase. The courts should not be slow to grant relief when their jurisdiction is properly invoked, and the existence of other remedies is not a sound reason for refusing to adjudicate on a matter rightly brought before them.

20 The remedy of a regular action is under our law available regardless of whether the illegal action against which relief is claimed is administrative or quasi-judicial. It is therefore unnecessary to discuss at length the distinction between administrative and quasi-judicial acts. It is sufficient for the purposes of this judgment to quote the following passage which has been judicially approved from page 81 of the Ministers' Powers Report (Cmd. 4060):—

30 But even a large number of administrative decisions may and do involve, in greater or less degree, at some stage in the procedure which eventuates in executive action, certain of the attributes of a judicial decision. Indeed generally speaking a quasi-judicial decision is only an administrative decision, some stage or element of which possesses judicial characteristics.

An action such as the one brought in this case undoubtedly lies to prevent a functionary vested with statutory powers from acting in excess of those powers and taking a step he is not authorised by the statute to take. This principle is firmly established in other parts of the Commonwealth such as Australia and New Zealand.

40 It is sufficient for the purpose of this judgment to refer to the cases of *Attorney-General (N. S. W.) v. Trethown*, (1930-31) 44 Commonwealth Law Reports 394, and *Nireaha Tamaki v. Baker*, (1901) A. C. 561. In the former case an injunction was granted restraining the President of the Legislative Council, the Attorney-General for the State of New South Wales, the Premier and the other Ministers of the Crown for the State of New South Wales, from presenting to the Governor for royal assent a bill to abolish

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the Legislative Council passed by both Houses of the New South Wales Legislature without submitting the matter to a referendum as required by section 7A of the Constitution Act (1920-29). In the latter case the Commissioner of Crown Lands of New Zealand was sued for a declaration that a block of land about 5,184 acres in extent which was along with some other lands which the Governor had notified in the *Gazette* under section 136 of the Land Act 1892 open for sale or selection still remained land owned by natives under their custom and usage and for an injunction against selling or advertising the same.

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The following among other issues were tried :—

- (3) Can the interest of the Crown in the subject-matter of this suit be attacked by this proceeding ?
- (4) Has the Court jurisdiction to inquire whether as a matter of fact the land in dispute herein has been ceded by the native owners to the Crown ?

In deciding the appeal in the plaintiff's favour the Privy Council said—

Their Lordships think that the learned judges have misapprehended the true object and scope of the action, and that the fallacy of their judgment is to treat the respondent as if he were the Crown, or acting under the authority of the Crown for the purpose of this action. The object of the action is to restrain the respondent from infringing the appellant's rights by selling property on which he alleges an interest in assumed pursuance of a statutory authority the conditions of which, it is alleged, have not been complied with. The respondent's authority to sell on behalf of the Crown is derived solely from the statutes, and is confined within the four corners of the statutes. The Governor, in notifying that the lands were rural land open for sale, was acting, and stated himself to be acting, in pursuance of the 136th section of the Land Act, 1892, and the respondent in his notice of sale purports to sell in terms of s. 137 of the same Act. If the land were not within the powers of those sections, as is alleged by the appellant, the respondent had no power to sell the lands, and his threat to do so was an unauthorized invasion of the appellant's alleged rights.

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In England the prerogative writ of mandamus is no longer issued. Instead the High Court is empowered by statute to make an order requiring an act to be done. Section 7 of the Administration of Justice (Miscellaneous) Provisions Act 1938 provides—

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- (1) The prerogative writs of mandamus, prohibition and certiorari shall no longer be issued by the High Court.

- (2) In any case where the High Court would, but for the provisions of the last foregoing sub-section, have had jurisdiction to order the issue of a writ of mandamus requiring any act to be done or a writ of prohibition prohibiting any proceedings or matter, or a writ of certiorari removing any proceedings or matter into the High Court or of any division thereof for any purpose, the Court may make an order requiring the act to be done, or prohibiting or removing the proceedings or matter, as the case may be.
- 10 (3) The said orders shall be called respectively an order of mandamus, an order of prohibition and an order of certiorari.
- (4) No return shall be made to any such order and no pleadings in prohibition shall be allowed, but the order shall be final, subject to any right of appeal therefrom.
- (5) In any enactment references to any writ of mandamus, prohibition or certiorari shall be construed as references to the corresponding order and references to the issue or award of any such writ shall be construed as references
- 20 to the making of the corresponding order.

In my opinion there is no justification in our country for extending to injunctions the considerations governing the prerogative writ of mandamus. In Ceylon as in England since 1938, mandamus is a statutory remedy (s. 42, Courts Ordinance), and in our country it was always a mandate in the nature of a writ of mandamus and never a prerogative writ.

For the reasons I have given I would allow the appeal with costs both here and below. I direct that judgment be entered for the plaintiff as prayed for.

K. D. DE SILVA J.

I have had the advantage of reading the judgment prepared by my Lord the Chief Justice which sets out in full the facts relevant to the decision of this appeal.

W. A. Don Elaris Perera the 3rd defendant-respondent by bond No. 391 of September 30, 1925 (P1) hypothecated a number of lands, one of which is called Keeriyankalliya Estate, to secure a sum of Rs. 50,000 which he borrowed from three Chettiers, namely, Sockalingam, Subramaniam and Arunasalam, repayable with interest at 15 per cent. He gave a secondary mortgage of the same lands by bond No. 499 of April 1930 (P2) to secure a loan of Rs. 25,000 carrying interest at the same rate which he obtained from five Chettiers, namely Sockalingam, Subramaniam, Muttiah, Velayuthan and Sekappa. The two first named mortgagees on this bond are two of the mortgagees on the earlier bond P1. According to the terms of P1 and P2 the amount due on each bond was payable to the mortgagees named therein or to any one of them. On a tertiary mortgage of the same lands Elaris Perera borrowed a sum of Rs. 20,000 from Elaris Dabarera and executed bond No. 2399 of March 8, 1931 (P3). 10 20

In the year 1933 Sockalingam alone put the bond P2 in suit in D. C. Colombo Case No. 7365 and obtained judgment. The decree (P4) in that case was entered on June 22, 1933.

By deed No. 4010 of May 4, 1935 (P5) the 3rd defendant transferred Keeriyankalliya Estate and some of the other lands mortgaged on P1 and P2 to two of the mortgagees, namely, Sockalingam and Sekappa in the proportion of 2/3 to the former and 1/3 to the latter and their rights passed to the original plaintiff by right of purchase. 30

The consideration appearing in deed P5 is Rs. 75,000 and this amount was set off in full satisfaction of the claim and costs due on the decree P4 and the principal and interest due on the mortgage bond P1. By that deed the 3rd defendant also undertook to discharge the tertiary bond P3.

Thereafter the 3rd defendant wrote to the Land Commissioner requesting him to take steps under the provisions of the Land Redemption Ordinance No. 61 of 1942 to acquire the lands conveyed on deed P5. The Land Commissioner after notice to the plaintiff and having considered the objections filed by him made his determination on May 12, 1947 under section 3 (4) of the Land Redemption Ordinance that Keeriyankalliya Estate be acquired. Thereupon the 40

plaintiff instituted this action against the Attorney-General and the Land Commissioner who are the 1st and 2nd defendants respectively praying for an injunction restraining them from acquiring the land. The 3rd defendant was made a party to the action on an application made by him.

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The acquisition was resisted on the following two grounds:—  
 (1) Keeriyankalliya Estate does not come within the category of lands referred to in section 3 (1) (b) of the Land Redemption Ordinance  
 (2) The plaintiff was a *bona fide* purchaser for value and therefore the provisions of the Land Redemption Ordinance are not applicable to this land. The defendants while asserting that this land was liable to be acquired under section 3 of that Ordinance contended  
 (1) that the determination of the Land Commissioner under section 3 (4) was final and cannot be questioned in these proceedings (2) that no injunction lay against the Attorney-General and (3) that the 2nd defendant cannot be sued in his official capacity.

It was conceded by the counsel for the plaintiff during the course of the trial that an action for an injunction cannot be maintained against the Attorney-General. The learned District Judge held, *inter alia*, that this land came within the provisions of section 3 (1) (b) and dismissed the plaintiff's action with costs.

The main argument addressed to us by Mr. H. V. Perera Q.C. who appeared for the appellant related to the interpretation of section 3 (1) (b). One submission made by him was that as all the lands mortgaged had not been conveyed by deed P5 the Land Commissioner was not entitled to acquire this land. Section 3 (1) (a) and (b) reads as follows:—

3. (1) The Land Commissioner is hereby authorised to acquire on behalf of Government the whole or any part of any agricultural land, if the Land Commissioner is satisfied that that land was, at any time before or after the date appointed under section 1, but not earlier than the first day of January 1929 either—

(a) sold in execution of a mortgage decree or

(b) transferred by the owner of the land to any other person in satisfaction or part satisfaction of a debt which was due from the owner to such other person and which was immediately prior to such transfer, secured by a mortgage of the land.

Where several lands are mortgages, Mr. Perera argued, that in terms of the rule of interpretation, that words in the singular include the plural, the word "lands" should be substituted for the word "land" in clause (b) and that the words "land was" in section 3 (1) should

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be replaced by the words "lands were." This argument does not commend itself to me. The word "land" in clause (b) refers to the "agricultural land" in section 3 (1). Similarly the words "land was" in section 3 (1) have reference to the same "agricultural land". There can be no doubt on that point.

When the Land Commissioner proceeds to act under section 3 (1) (b) he has in mind a particular land which he proposes to acquire. He must satisfy himself that that land is an agricultural land. If it is not of that variety he cannot proceed to acquire it under this Ordinance. Once he is satisfied that it is an agricultural land he must ascertain whether it had been transferred by its owner during the relevant period to any other person in satisfaction or part satisfaction of a debt due from the owner to the transferee. He must further ascertain whether the debt was, immediately prior to the transfer was secured by a mortgage of that land. It is only if all these requirements are fulfilled that the Land Commissioner is entitled to make his determination under section 3 (4) to acquire the land. 10

Does this land called Keeriyankalliya Estate satisfy these requirements? Admittedly it is an agricultural land. It was also transferred during the relevant period on deed P5 by the owner to Sockalingam and Sekappa. It is stated in the deed P5 itself that the consideration was set off in full satisfaction of the decree P4 and the principal and interest due on the bond P1. Mr. Perera, however, argued that at the time of the execution of the deed P5 no debt was due from the owner to Sekappa because Sockalingam alone had sued on the bond P2 and obtained judgment. It is true that once Sockalingam put this bond in suit he alone was entitled to receive payment of the debt. Before the institution of that action the 3rd defendant was entitled to pay the debt to any one of the mortgagees at his discretion. This right of selection he forfeited once Sockalingam filed the mortgage bond action. But that does not mean that he ceased to be indebted to the other mortgagees on P2 or that the mortgagees other than Sockalingam ceased to be his creditors. It is not suggested that in order to obtain the transfer P5 Sekappa paid any consideration other than the amount due to him on the bond P2. Even after the decree P4 was entered there was nothing to prevent Sockalingam from associating with Sekappa in accepting the amount due on that decree. Though the decree was entered the mortgage P2 continued to be effective until it was discharged. It was so held in the case of Perera vs. Umantenne.<sup>1</sup> In the instant case both bonds P1 and P2 ceased to be effective only on the execution of the deed P5. 20 30 40

Mr. Perera very frankly conceded that if one, of several lands mortgaged, was sold on a mortgage decree during the relevant period the Land Commissioner was entitled to acquire it provided it was an

agricultural land. That being so there can be no valid objection to the acquisition of a land under section 3 (1) (b) even if that be the only land transferred in satisfaction of the mortgage debt which was secured by the hypothecation of several lands. It does not make any difference that in one case it is a forced sale while in the other it is a voluntary alienation. It may well be that by the enforced sale of one land the full amount due on the decree was realised just as the voluntary sale of one land was in full satisfaction of the debt due on the mortgage.

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- 10 When several lands are mortgaged each land secures the whole debt. Therefore it cannot be denied that Keeriyankalliya Estate secured the full amounts due on P1 and P2.

Once the Land Commissioner arrived at a correct decision regarding the matters contemplated by section 3 (1) (b) his determination to acquire made under section 3 (4) cannot be challenged. In my judgment his decision that Keeriyankalliya Estate is one which satisfies the requirements of section 3 (1) (b) is a correct one.

- 20 The other issue raised at the trial, namely, that the land Commissioner was not entitled to acquire this land because the plaintiff was a *bona-fide* purchaser for value has no merit and was not pressed at the hearing of this appeal.

As the plaintiff has failed to establish that this land does not come within the provisions of section 3 (1) (b) it is not necessary to deal with the other issues raised in the case. I would therefore dismiss the appeal with costs.

Sgd. K. D. DE SILVA,  
*Puisne Justice.*



PULLE J.

This appeal raises difficult points of interpretation of section 3 of the Land Redemption Ordinance, No. 61 of 1942. I am inclined to the opinion that the draftsman had in view the simplest of mortgage transactions by which an owner who has mortgaged a land which is a single physical entity ultimately loses title thereto because it is sold in execution of a mortgage decree or is compelled to transfer it to the mortgagee in satisfaction or part satisfaction of the debt due to him under the mortgage. This case shows that some mortgage transactions can be of a very complex character. The question which has to be determined is whether the language of section 3 can be so made to apply to the facts of the case under appeal as to enable one to say that the 2nd defendant, the Land Commissioner, acted *intra vires* in taking steps to acquire the four allotments of lands described in the schedule to the plaint. 10

The facts are fully stated in the judgment of my Lord, the Chief Justice, and I need not recapitulate them. The broad feature is that the mortgagor, the 3rd defendant, transferred by deed P5 not the entirety of the lands hypothecated by the bonds P1 and P2 but only a portion in satisfaction of the mortgage decree entered on P2. There were five mortgagees on the bond P2 which had been put in suit by one only of the mortgagees named Sockalingam Chettiar in whose favour the hypothecary decree P4 in the usual form had been entered. The transfer P5 was made out to operate as a conveyance of  $\frac{2}{3}$  undivided share of the lands scheduled in P5 to Sockalingam Chettiar and as a conveyance of the balance  $\frac{1}{3}$ rd to one Sekappa Chettiar who was one of the mortgagees on the bond P2. The final result of the transaction was that the 3rd defendant saved for himself a portion of the lands mortgaged by P1 and P2 by satisfying the decree in favour of Sockalingam Chettiar and also by obtaining a discharge of the earlier bond P1. 20 30

Two arguments of learned counsel for the appellant to the effect that the conditions prescribed by section 3 (1) (b) of the Ordinance have not been satisfied ought, in my opinion, to be accepted. The first is that after the decree on the mortgage bond was entered in favour of Sockalingam Chettiar alone there was no debt due by the mortgagor to Sekappa Chettiar on the bond P2, although Sekappa Chettiar was a party to it, or on the bond P1 for the obvious reason that Sekappa was not a party to P1. Then in satisfaction of the debt due to Sockalingam Chettiar, represented by the money decree entered in his favour in the mortgage suit, what was transferred 40

to him was an undivided share of the several lands described in the schedule to P5. It seems to me to be clear that section 3 of the Ordinance contemplates neither the mortgage of an undivided share of a land nor the transfer to a mortgage creditor of anything less than a single land or several lands as physical entities. The reasons are elaborated in the judgment of my Lord and I do not think I can usefully add anything to it. The legal effect of the conveyances to Sockalingam Chettiar and Sekappa Chettiar is to place the transfer P5 outside the ambit of section 3 (1) (b) from which it results that the Land Commissioner exceeded his powers when he took steps to acquire the lands. This renders it unnecessary for me to deal with the other arguments directed to shew that other conditions in paragraph 3 (1) (b) have not been satisfied. I would like, however, to add that I am attracted by the second argument that, as all the lands mortgaged by P2 were not transferred by P5, the debt which was satisfied by P5 could not be said, within the meaning of section 3 (1) (b), to have been secured by a mortgage of the lands conveyed by P5 when, in fact, the debt was secured by mortgage of those land *and others*. I readily accede to the argument that provisions such as those contained in the Land Redemption Ordinance, which are aimed at taking away lands lawfully vested in a subject because of the accidental circumstance that the title thereto was derived through a person who having mortgaged it did not have the money to pay off the debt, must be strictly construed. That the lands transferred by P5 were liable on the bond P2 for the whole of the debt does not admit of a doubt. But in applying section 3 (1) (b) the proper question that the acquiring authority should ask himself is not whether the lands in P5 were security for the debt on P2 but whether the debt was secured by a mortgage of the lands in P5. The latter question cannot, in my opinion, be answered in the affirmative if the debt was secured not only by a mortgage of the lands in P5 but also by a mortgage of other lands. This rendering of section 3 (1) (b) would not violate any canon of construction but rather satisfy the first rule that words must be given their literal meaning.

An examination of section 3 (1) (a) reveals that steps can be taken to acquire a single land sold in execution of a mortgage decree, even though not one of the remaining lands has been sold. It is, therefore, argued that if the debt was satisfied, otherwise than by execution by only one of the lands mortgaged being sold by the debtor to the creditor, the same result ought to follow. The question is asked as to why the legislature should make a distinction between a land sold in execution of a mortgage decree and a land which is the subject of a voluntary sale. It was suggested at the argument that one is a forced sale and the other is not. The reasons may not be a good one but would it conclude the question in favour of the acquiring authority? Whether the legislature sought to draw a distinction

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or not must be gathered by the language used in the statute and if upon a plain reading of the section there is such a distinction the court is not free to refuse to give effect to it. The intention of the legislature can only be ascertained by the language used by it.

The remaining questions argued before us relate to the constitution of the action. The Attorney-General is the 1st defendant and as against him the action was not pressed and it has been dismissed with costs. Whether the Land Commissioner could be sued in his official capacity was debated at length. I find myself on this point in agreement with the conclusion reached by my Lord, the Chief Justice, and also with the conclusion that a statutory functionary like the Land Commissioner can be restrained from acting beyond the scope of the powers conferred by a statute. Assuming that the decision to acquire the lands in question could have been challenged by a mandate in the nature of a writ of certiorari, the plaintiff was not confined to that remedy and he had the right to institute a regular action to obtain a declaratory decree and an injunction. The provision in section 3 (4) was not a bar to the action.

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I would therefore direct that the decree dismissing the action against the 2nd defendant with costs be set aside and that a decree be entered for the substituted plaintiff against the 2nd defendant as prayed for in the plaint with costs here and below.

(Sgd.) M. F. S. PULLE,  
*Puisne Justice,*

Decree of the Supreme Court

*D. C. (F) 457L*

*1954*

ELIZABETH THE SECOND, QUEEN OF CEYLON AND OF HER  
OTHER REALMS AND TERRITORIES,  
HEAD OF THE COMMONWEALTH

IN THE SUPREME COURT OF THE ISLAND  
OF CEYLON

10 M. LADAMUTTU PILLAI *alias* SITTAMPALAM PILLAI  
of No. 16, Bridge Street, Chilaw ..... *Plaintiff.*

LADAMUTTU PILLAI KATHIRKAMAN PILLAI of Bridge  
Street, Chilaw, Administrator of the Estate of plaintiff-  
deceased ..... *Substituted Plaintiff.*

*vs.*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER, Colombo, (3) W. A. DON ELARIS  
PERERA of Marawila ..... *Defendants.*

20 M. LADAMUTTU PILLAI *alias* SITTAMPALAM PILLAI of  
No. 16, Bridge Street, Chilaw ..... *Plaintiff.*

LADAMUTTU PILLAI KATHIRKAMAN PILLAI of Bridge  
Street, Chilaw, Administrator of the Estate of Plaintiff-  
deceased ..... *Substituted Plaintiff-Appellant.*

*against*

1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER, Colombo ..... *Defendants-Respondents.*

3. W. A. DON ELARIS PERERA of Marawila .....  
..... *Added Defendant-Respondent.*

Action No. 288/Z.

This cause coming on for hearing and determination on the 20th,  
21st, 22nd, 25th 26th, 27th, 28th, 29th of November, 1957 and 31st  
January, 1958 and on this day, upon an appeal preferred by the

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Substituted Plaintiff-Appellant before the Hon. H. H. Basnayake, Q. C., Chief Justice, the Hon. M. F. S. Pulle, Q. C., Puisne Justice, and the Hon. K. D. de Silva, Puisne Justice, of this Court, in the presence of Counsel for the Substituted Plaintiff-Appellant, 1st and 2nd Defendant-Respondents, and Added Defendant-Respondent.

It is considered and adjudged that this appeal made in be and the same is hereby allowed and it is ordered that judgment be entered for the substituted-plaintiff directing that an injunction be issued restraining the defendants jointly or in the alternative from taking steps under Ordinance No. 61 of 1942 to acquire the lands described in the Schedule hereto. 10

It is further decreed that the 2nd Respondent do pay the substituted plaintiff-appellant the taxed costs in this Court and in the Court below.

(Vide copy of judgment attached).

THE SCHEDULE ABOVE REFERRED TO

1. All that allotment of land called and known as Keeriyankalliya Estate situate at Keeriyankalliya in Rajakumaravanni Pattu pertaining to Puttalam Pattu South, Puttalam Pattu Korale in the District of Puttalam North Western Province, and which allotment is bounded on the North by the land of K. D. Victor, the land of Muttar Suppiah and Keeriyankalliyawewa, East by Keeriyankalliyawewa and field of W. Elaris Perera, South by Compass road leading from Puttalam-Chilaw High Road to Andigama and West by the High Road leading from Puttalam to Chilaw containing in extent Forty-two acres and nine perches (A42 R0 P9) as per Survey Plan No. 1531 dated 14th December, 1929 made by A. M. Perera Licensed Surveyor of Chilaw and registered under H. 81/228 with soil plantations and buildings and everything appertaining thereto. 20 30

2. All these contiguous allotment of land called Dangahawatta *alias* Thalguhawatta of Dangahawattakelle forming the property situate at Angunnawila in Rajakumarawanni Pattu aforesaid and bounded on the North and East by Dawata Road, South by the road leading from Keeriyankalliya to Andigama, and West by the land of Ponniah and others containing in extent six acres and two perches (A6 R0 P2) and registered under H. 81/218 with soil plantations buildings and everything appertaining thereto.

3. All that divided and defined block of all these contiguous allotment of land called Siyambalagahawatta Mukalana, Thalawewa Mukalana, Siyambalagahawatta situate at Angunuwila aforesaid and said divided and defined block is bounded on the North by the field of W. A. A. Don Elaris Perera, Crown Jungle and Gansabhawa Road, East by Gansabhawa Road, South by Compass Road from Keeriyankalliya Church containing in extent Nine acres three Roods and thirty-two perches (A9 R3 P32) and registered under H. 81/229 with soil plantations buildings and everything appertaining thereto.

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4. All that land called and known as Angunuwila Estato situate at Angunuwila aforesaid and bounded on the North by the land belonging to the Crown, East by the land belonging to the Crown and the land of Ponniah Mudalali, South by the land of K. D. Francis Xavier, and West by the Gansabhawa Road containing in extent Sixty-five acres three roods and six perches (A65 R3 P6) as per Plan No. 1532 dated 14th December, 1929 made by A. N. Perera, Licensed Surveyor of Chilaw and registered under H. 81/230 with soil plantations building and everything appertaining thereto.

20 Witness the Hon. Homa Henry Basnayako, Q. C., Chief Justice at Colombo, the 11th day of March, in the year One thousand Nine hundred and fifty-eight and of Our Reign the Seventh.

(Sgd.) W. G. WOUTERSZ,  
*Deputy Registrar, Supreme Court.*

No. 31.  
Application for  
conditional  
Leave to appeal  
to the Privy  
Council.  
25.2.58.

No. 31

Application for Conditional Leave to Appeal to the Privy Council  
IN THE SUPREME COURT OF THE ISLAND  
OF CEYLON

M. LADAMUTTU PILLAI *alias* SITTAMPALAMPILLAI of No. 16,  
Bridge Street, Chilaw ..... *Plaintiff*,  
LADAMUTTU PILLAI KATHIRKAMAN PILLAI of Bridge  
Street, Chilaw, Administrator of the Estate of Plaintiff,  
deceased ..... *Substituted Plaintiff-Appellant*.

*vs.*

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1. THE ATTORNEY-GENERAL of Ceylon, (2) THE LAND  
COMMISSIONER, Colombo ..... *Defendants-Respondents*.  
W. A. DON ELARIS PERERA of Marawila .....  
..... *Added Defendant-Respondent*.

In the matter of an application for conditional leave to appeal  
to HER MAJESTY THE QUEEN in Council.

THE LAND COMMISSIONER, Colombo.....  
..... *Defendant Respondent-Appellant*.

*vs.*

1. LADAMUTTU PILLAI KATHIRKAMAN PILLAI of  
Bridge Street, Chilaw, Administrator of the Estate of Plaintiff,  
deceased ..... *Substituted Plaintiff Appellant-Respondent*.  
2. W. A. DON ELARIS PERERA of Marawila.....  
..... *Added Defendant Respondent-Respondent*.

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To : THE HONOURABLE THE CHIEF JUSTICE AND THE OTHER JUDGES  
OF THE SUPREME COURT OF THE ISLAND OF CEYLON.

On this 25th day of February, 1958.

The humble Petition of the Land Commissioner, the defendant  
respondent-appellant abovenamed appearing by ABDUL HAMEED  
MOHAMED SULAIMAN, his Proctor, states as follows :—

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(1) Upon an appeal preferred to the Supreme Court by the Subs-  
tituted plaintiff appellant-respondent abovenamed, the  
Supreme Court delivered judgment thereon on the 31st

day of January, 1958 allowing the said appeal with costs. The said appeal bears No. 457 (Final) of 1954 D. C. Colombo Case No. 288/Z.

No. 31.  
Application for  
conditional  
Leave to appeal  
to the Privy  
Council.  
25.2.58—contd.

(2) That feeling aggrieved by the said judgment of this Honourable Court, the above-named defendant respondent-appellant is desirous of appealing to Her Majesty the Queen in Council.

(3) That :

- 10 (a) the said judgment is a final judgment and the matter in dispute on the appeal is of the value of Rs. 75,000.  
(b) that the questions involved in the appeal are questions which by reason of their great general or public importance ought to be submitted to Her Majesty in Council for decision.

20 (4) That notices of the intended application for leave to appeal were served on the substituted plaintiff appellant-respondent and the added defendant respondent-respondent on the 11th day of February, 1958 in terms of Rule 2 of the Rules in the schedule to the Appeals (Privy Council) Ordinance Chapter 85. Affidavit in proof of the said fact is annexed hereto marked " X ".

WHEREFORE THE DEFENDANT RESPONDENT-APPELLANT PRAYS for Conditional leave to appeal to Her Majesty the Queen in Council against the said judgment of this Court dated the 31st day of January, 1958.

(Sgd.) A. H. M. SULAIMAN,  
*Proctor for Defendant Respondent-Appellant.*

Settled by :

30 (Sgd.) V. TENNEKOON,  
*Senior Crown Counsel.*



No. 32.  
Judgment of the  
Supreme Court  
granting condi-  
tional Leave to  
Appeal to the  
Privy Council.  
8.8.58.

No. 32

**Judgment of the Supreme Court granting Conditional Leave to  
Appeal to the Privy Council**

*Application for Conditional Leave to appeal to the Privy Council in  
S. C. 457 (F)/'54 D. C. Colombo 288/Z*

THE LAND COMMISSIONER, Colombo ..... *Petitioner.*

*vs.*

1. L. P. KATHIRKAMAN PILLAI, (2) W. A. DON ELARIS  
PERERA ..... *Respondents.*

*Present :* K. D. de Silva J., & Sansoni J.

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*Counsel :* V. Tennekoon, C.C. with H. L. de Silva, C.C. for the Defen-  
dant Respondent-Appellant. H. V. Perera, Q.C., with  
H. Wanigatunga for the Substituted Plaintiff-Res-  
pondent.

*Argued on :* 14.5.58.

*Decided on :* 8.8.58.

*K. D. DE SILVA J.*

THIS is an application by the Land Commissioner who is the 2nd  
defendant-respondent for Conditional Leave to appeal to Her Majesty  
the Queen in Council against the judgment of this Court dated  
January 31, 1958 in the District Court Colombo case No. 288/Z.  
The substituted plaintiff objects to the application being granted firstly  
on the ground that no appeal lies as of right in that (a) the matter in  
dispute on the appeal does not amount to and/or is not of the value of  
Rs. 5,000 or more (b) the appeal does not involve directly or indirectly  
a claim or question to or respecting property or any civil right of the  
value of Rs. 5,000 or more. Secondly, it is contended on his behalf  
that no appeal lies at the discretion of the Court in that the question  
involved in the appeal is not one which by reason of its general or  
public importance or otherwise ought to be submitted to Her Majesty  
in Council for decision.

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Before proceeding to consider these objections it is necessary  
to refer concisely to the relevant facts in the case. One Elaris  
Perera the 3rd added defendant-respondent by bond No. 391 dated  
September 30, 1925 (P1) hypothecated a number of lands one of

which is called Keeriyankalliya Estate, to secure a sum of Rs. 50,000 which he borrowed from three Chettiars, namely, Sockalingam, Subramaniam and Arunasalam. He executed a secondary mortgage of the same lands to secure another loan of Rs. 25,000 which he obtained from five Chettiars two of whom were Sockalingam one of the Mortgagees on P1 and Sekappa Chettiar. Elaris Perera then executed the tertiary bond No. 2339 dated March 8, 1931 (P3) for Rs. 20,000 in favour of one Elaris Dabrera. According to the terms of bonds P1 and P2 the loans due on them were repayable to any one or more of the mortgagees. Sockalingam put the bond P2 in suit and obtained the decree P4 on June 22, 1933. Thereafter Elaris Perera by deed No. 4010 of May, 1935 (P5) transferred Keeriyankalliya Estate and some of the other lands mortgaged on P1 and P2 to two of the Mortgagees namely Sockalingam and Sekappa in the proportion of  $\frac{2}{3}$  to the former and  $\frac{1}{3}$  to the latter and their interests passed to the original plaintiff by right of purchase. The substituted plaintiff is the administrator of the estate of the original plaintiff. The consideration appearing on deed P5 is Rs. 75,000 and this amount was set off in full satisfaction of the claim and costs due on the decree P4 and the principal and interest due on bond P1. There after the Land Commissioner at the request of Elaris Perera made his determination under section 3 (4) of the Land Redemption Ordinance No. 61 of 1942 that Keeriyankalliya Estate be acquired. The plaintiff then instituted this action against the Attorney-General and the Land Commissioner praying for an injunction restraining them from acquiring the land, on the ground that the Land Commissioner had no right to acquire it under the provision of the Land Redemption Ordinance. The Attorney-General and the Land Commissioner filed a joint answer stating, *inter alia*, that (a) the land in question came within the description contained in section 3 (1) (b) of the Land Redemption Ordinance and (b) the Land Commissioner's determination to acquire the property could not be questioned in this action and that the District Court had no jurisdiction to entertain it. The learned District Judge dismissed the action whereupon the plaintiff appealed to this Court. The appeal was argued before a Bench of three Judges one of whom was My Lord the Chief Justice. The majority of the Court held in favour of the plaintiff and allowed the appeal. The Land Commissioner now seeks to appeal from that decision to her Majesty the Queen in Council. The right to appeal to the Privy Council is governed by rule 1 in the schedule to the Privy Council Appeals Ordinance (Chapter 85).

This rule reads as follows :—

- (1) Subject to the provisions of these rules, an appeal shall lie  
 (a) as of right, from any final judgment of the Court where the matter in dispute on the appeal amounts to or is of the value of five thousand rupees or upwards, or where the

No. 32.

Judgment of the Supreme Court granting Conditional Leave to Appeal to the Privy Council.  
 8. 8. 58—contd.

No. 32.

Judgment of the  
Supreme Court  
granting Condi-  
tional Leave to  
Appeal to the  
Privy Council.  
8.8.58—*contd.*

appeal involves directly or indirectly some claim or question to or respecting property or some civil right amounting to or of the value of five thousand rupees or upwards ;  
and

(b) at the discretion of the Court from any other judgment of the Court, whether final or interlocutory, if, in the opinion of the Court, the question involved in the appeal is one which, by reason of its great general or public importance or otherwise, ought to be submitted to His Majesty in Council for decision.

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Mr. H. V. Perera Q. C., who appeared for the substituted plaintiff submitted that the value of the matter in dispute must be looked at from the point of view of what it is worth to the appellant. He argued that the Land Commissioner does not derive any pecuniary benefit if he is permitted to acquire this land as he has to pay compensation to the owner at the market value. He further submitted that the object of the Land Commissioner in acquiring this land was to give it over to Elaris Perera the original owner. In regard to that argument it must be observed that the Land Commissioner in the event of acquiring the land is not legally bound to give it over to Elaris Perera although in all probability he would do so.

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Mr. Tennekoon, C. C., who appeared for the Land Commissioner stated that he relied on the second limb of rule 1 (a). He submitted that the appeal involved directly or indirectly a question respecting property of the value of Rs. 5,000 or upwards. Admittedly the original plaintiff valued Keeriyankalliya Estate in his plaint at Rs. 75,000. The fact that the Land Commissioner has to pay compensation he submitted was immaterial in considering the applicability of the latter part of rule 1 (a). In support of his argument he relied on the judgment of the Privy Council in *Meghji Lakhamshi & Brothers v. Furniture Workshop*<sup>1</sup>. That was an action brought by certain landlords to eject their tenants from the leased premises situate in East Africa. The action was dismissed whereupon the plaintiff appealed to the Privy Council. The respondents raised the preliminary objection that no appeal lay as of right because the matter in dispute on appeal was less than £ 500 sterling in value. The corresponding rule regarding appeals as of right to the Privy Council from East Africa is substantially the same as our rule 1 (a). In that case the respondents contended that the true test as to how much the matter in dispute was worth to the appellants if they succeeded in the appeal was to be measured by deducting from the value of the land with vacant possession its value to the owners subject to the statutory tenancy. Their Lordships agreed that the "value" must be looked at from the

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point of view of the appellant and that therefore an appeal sometimes lie where the landlord was the appellant although there would be no appeal by the tenant or vice versa. Then they proceeded to observe 'Whatever the result might be in the present appeal if the words 'where the matter in dispute on the appeal amounts to or is of the value of £ 500 or upwards stood alone, their Lordships are of the opinion that the case falls within the latter part of the article which deals with 'some claim or question to or respect in property . . . of the said value or upwards' and that, on the true construction it is the value of the property, not the value of the claim or question, which is the determining factor. The presence of the word 'indirectly' seems to require this construction." Mr. H. V. Perera, too, relied on this decision but in my view it lends support to Mr. Tennekoon's contention that he is entitled to avail himself of the latter part of rule 1 (a). The fact that the Land Commissioner has to pay compensation to the owner is immaterial in deciding whether or not he is entitled to appeal to the Privy Council as of right in this case. If the Land Commissioner sought to acquire a limited right over this property the position would be different. The point in issue is whether or not the Land Commissioner is entitled to acquire the full ownership of this estate which admittedly is worth Rs. 75,000. Therefore the proposed appeal involves directly or indirectly a question respecting property of the value of over Rs. 5,000. Hence, rule 1 (a) applies and the Land Commissioner is entitled to appeal to the Privy Council as of right.

Mr. Tennekoon also contended that the question involved in this appeal is one of great general or public importance and that therefore he was entitled to ask the Court in terms of rule 1 (b) to exercise its discretion in his favour. He stands on very sure ground in relation to rule 1 (b). Not one, but, several questions of law came up for decision when the appeal was argued before this Court. Those are questions which would readily fall within the description of "great general or public importance or otherwise". One such matter was the interpretation of section 3 (1) (b) of the Land Redemption Ordinance but it was not possible to reach a unanimous decision on it. Another question was in regard to the legal effect of the Land Commissioner's determination made under section 3 (4) of that Ordinance. It is not necessary to enumerate here all the matters of importance which came up for decision. My Lord the Chief Justice opened his judgment with the words "Many questions of great public importance arise on this appeal." I respectfully agree with that observation. I would therefore exercise the discretion in favour of the Land Commissioner under rule 1 (b).

No. 32.

Judgment of the  
Supreme Court  
granting Condi-  
tional Leave to  
Appeal to the  
Privy Council.  
8.8.58—contd.

No. 32.  
 Judgment of the  
 Supreme Court  
 granting  
 Conditional  
 Leave to appeal  
 to the Privy  
 Council,  
 8. 8. 58—*contd.*

Accordingly I grant Conditional Leave to appeal to Her Majesty the Queen in Council on condition that the appellant complies with the necessary requirements set out in rule 3 within one month of this date. The substituted plaintiff will pay the costs of this inquiry to the Land Commissioner.

(Sgd.) K. D. De SILVA,  
*Puisne Justice.*

SANSONI, J.  
 I agree.

(Sgd.) M. C. SANSONI, 10  
*Puisne Justice.*

**Decree of the Supreme Court granting Conditional Leave to Appeal  
to the Privy Council**

*S. C. APPLICATION No. 72*

ELIZABETH THE SECOND. QUEEN OF CEYLON AND OF HER  
OTHER REALMS AND TERRITORIES,  
HEAD OF THE COMMONWEALTH

IN THE SUPREME COURT OF THE ISLAND  
OF CEYLON

10 In the matter of an application dated 25th February, 1958, for  
Conditional Leave to Appeal to Her Majesty the Queen in Council  
by Defendant-Respondent against the decree dated 31st January, 1958

THE LAND COMMISSIONER, Colombo. . . . *Defendant-Respondent.*  
*APPELLANT.*

*against*

1. LADAMUTTU PILLAI KATHIRKAMAN PILLAI of  
Bridge Street, Chilaw, Administrator of the Estate of  
Plaintiff—deceased . . . . . *Substituted Plaintiff-Appellant.*  
*RESPONDENT.*

20 2. W. A. DON ELARIS PERERA of Marawila  
. . . . . *Added Defendant-Respondent.*  
*RESPONDENT.*

Action No. 288/Z. (S. C. 457 Final).

DISTRICT COURT OF COLOMBO

This cause coming on for hearing and determination on the  
14th May, and 8th August, 1958 before the Hon. K. D. de Silva,  
and the Hon. M. C. Sansoni, Puisne Justices of this Court, in the  
presence of Counsel for the Appellant and Substituted Plaintiff-  
Respondent.

No. 33.  
Decree of the  
Supreme Court  
granting  
Conditional  
Leave to Appeal  
to the Privy  
Council.  
8.8.58—contd.

It is considered and adjudged that this application be and the same is hereby allowed upon the condition that the applicant do within one month from 8th August, 1958 :—

- (1) Deposit with the Registrar of the Supreme Court a sum of Rs. 3,000 and hypothecate the same by bond or such other security as the Court in terms of Section 7 (1) of the Appellate Procedure (Privy Council) Order, 1921, shall on application made after due notice to the other side approve.
- (2) Deposit in terms of provisions of Section 8 (a) of the Appellate Procedure (Privy Council) Order 1921, with the Registrar a sum of Rs. 300 in respect of fees mentioned in Section 4 (b) and (c) of the Appeals (Privy Council) Ordinance (Chapter 85).

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Provided that the applicant may apply in writing to the said Registrar stating whether he intends to print the record or any part thereof in Ceylon, for an estimate of such amounts and fees and thereafter deposit the estimated sum with the said Registrar.

And it is further ordered that the substituted plaintiff do pay to the Land Commissioner the costs of this inquiry.

(Vide copy of order attached).

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Witness the Hon. Hema Henry Basnayake, Q.C., Chief Justice at Colombo, the 25th day of August, in the year One thousand Nine hundred and fifty-eight and of Our Reign the Seventh.

(Sgd.) B. F. PERERA,  
*Deputy Registrar, Supreme Court.*

Application for Final Leave to Appeal to the Privy Council

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

M. LADAMUTTU PILLAI *alias* SITTAMPALAM PILLAI of  
No. 16, Bridge Street, Chilaw ..... *Plaintiff*

LADAMUTTU PILLAI KATHIRKAMAN PILLAI of Bridge  
Street, Chilaw, Administrator of the Estate of Plaintiff—  
deceased ..... *Substituted-Plaintiff*  
**APPELLANT.**

10

*Vs.*

1. THE ATTORNEY-GENERAL of Ceylon

2. THE LAND COMMISSIONER, Colombo  
..... *Defendants-Respondents.*

W. A. DON ELARIS PERERA OF Marawila  
..... *Added Defendant-Respondent.*

In the matter of an application for Final Leave to appeal to Her  
Majesty the Queen in Council.

THE LAND COMMISSIONER, Colombo  
..... *Defendant-Respondent.*  
**APPELLANT.**

20

*Vs.*

1. LADAMUTTU PILLAI KATHIRKAMAN PILLAI of  
Bridge Street, Chilaw, Administrator of the Estate of Plaintiff-  
deceased . . . . . *Substituted Plaintiff, Appellant-Respondent,*



No. 34.  
Application for  
Final Leave to  
Appeal to the  
Privy Council.  
26.8.58—*contd.*

2. W. A. DON ELARIS PERERA of Marawila  
..... *Added Defendant-Respondent.*  
**RESPONDENT.**

**TO. : THE HONOURABLE THE CHIEF JUSTICE AND THE OTHER JUDGES  
OF THE SUPREME COURT OF THE ISLAND OF CEYLON**

On this 26th day of August 1958.

The humble petition of the Defendant Respondent Appellant abovenamed appearing by ABDUL HAMEED MOHAMED SULAIMAN, his Proctor, states as follows :—

1. That the Defendant Respondent-Appellant on the 8th day of August 1958 obtained conditional leave from this Honourable Court to appeal to Her Majesty the Queen in Her Privy Council against the judgment of this Court pronounced on the 31st day of January 1958. The conditions subject to which leave was so granted were :— 10

(a) Deposit with the Registrar of the Supreme Court a sum of Rupees Three Thousand (Rs. 3,000) and hypothecate the same by bond or such other security as the Court in terms of Section 7 (1) of the Appellate Procedure (Privy Council) Order, 1921 shall on application made after due notice to the other side approve. 20

(b) Deposit in terms of provisions of Section 8 (a) of the Appellate Procedure (Privy Council) Order, 1921 with the Registrar a sum of Rupees Three Hundred (Rs. 300) in respect of fees mentioned in Section 4 (b) and (c) of the Appeals (Privy Council) Ordinance (Chapter 85).

2. That the Defendant Respondent-Appellant has :

(a) On the 14th day of August 1958 deposited with the Registrar of this Court the sum of Rupees Three Thousand (Rs. 3,000) being the security for costs of appeal under Rule 3 (a) of the Schedule, Rules and hypothecated the said sum of Rupees Three Thousand (Rs. 3,000) by bond dated the 21st day of August 1958 for the due prosecution of the appeal and that the payment of all costs that may become payable to the Substituted Plaintiff Appellant-Respondent and Added Defendant Respondent-Respondent in the event of the Defendant Respondent-Appellant not obtaining an order granting him final leave to appeal or if the appeal is dismissed for non prosecution or if Her Majesty the 30

Queen in Council orders the Defendant Respondent-Appellant to pay the Substituted Plaintiff Appellant-Respondent and Added Defendant Respondent-Respondent costs of appeal ; and

No. 34.  
Application for  
Final Leave to  
Appeal to the  
Privy Council.  
20. 8. 58—*contd.*

- 10 (b) that on the 14th day of August, 1958 deposited with the Registrar a sum of Rupees Three Hundred (Rs. 300) in respect of the amounts and fees as required by paragraph 8 (a) of the appellate Procedure (Privy Council) Order 1921 made under Section 4 (b) and (c) of the Appeals (Privy Council) Ordinance (Chapter 85).

WHEREFORE THE DEFENDANT RESPONDENT-APPELLANT prays that he be granted Final leave to appeal against the said judgment of this Court dated the 31st day of January 1958 to Her Majesty the Queen in Her Privy Council.

Sgd. A. H. M. SULAIMAN,  
*Proctor for Defendant Respondent Appellant.*

Settled by  
(Sgd.) V. TENNEKOON,  
Senior Crown Counsel.

No. 35.  
Decree of the  
Supreme Court  
granting final  
Leave to appeal  
to the Privy  
Council  
29.9.58.

No. 35

**DECREE OF THE SUPREME COURT GRANTING FINAL LEAVE  
TO APPEAL TO THE PRIVY COUNCIL**

ELIZABETH THE SECOND, QUEEN OF CEYLON AND OF  
HER OTHER REALMS AND TERRITORIES, HEAD OF THE COMMONWEALTH

*S. C. Application No. 327*

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

In the matter of an application dated 26th August, 1958, for  
Final Leave to appeal to Her Majesty the Queen in Council by the  
Defendant-Respondent against the decree dated 31st January, 1958. 10

THE LAND COMMISSIONER, Colombo

*Defendant-Respondent.*  
**APPELLANT.**

1. LADAMUTTU PILLAI KATHIRKAMAN PILLAI of Bridge  
Street, Chilaw, Administrator of the Estate of Plaintiff-deceased.  
*Substituted-Plaintiff-Appellant.*  
*Respondent.*

2. W. A. DON ELARIS PERERA of Marawila  
*Added-Defendant-Respondent*  
**RESPONDENT.** 20

Action No. 288/Z (S. C. 457 Final)

DISTRICT COURT OF COLOMBO

This cause coming on for hearing and determination of the 29th  
day of September, 1958, before the Hon. H. N. G. Fernando and the  
Hon. N. Sinnetaimby, Puisne Justices of this Court, in the presence  
of Counsel for the Appellant and no appearance for the Respondents.

It is considered and adjudged that the application for Final Leave  
to Appeal be and the same is hereby allowed.

Witness the Hon. Edwin Herbert Theodore Gunasekara, Acting  
Chief Justice at Colombo, the 3rd day of October, in the year One 30  
thousand Nine hundred and fifty-eight and of Our Reign the Seventh

B. F. PERERA,  
*Deputy Registrar, S. C.*

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P 1.

**Mortgage Bond No. 391**

No. 13409  
10th October 1925.

P 1.  
Mortgage Bond  
No. 391 attested  
by T. Q. Fernan-  
do, Notary  
Public.  
30.9.25.

Prior Registration : F14/182 ; 14/174 ; 13/109 ; 118 ; 11/143.

E 10/216 ; 10/248.

F 11/199

E 5/306 ; 6/275 ; 4/53 ; 4/205.

Chilaw D 13/75.

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**MORTGAGE BOND**

Rs. 50,000.

*No. 391.*

This 30th day of September 1925.

KNOW all men by these presents that Warnakula Aditha Arsenil-  
aitta Don Elaris Perera of Marawila (hereinafter sometimes called  
and referred to as the obligor) and firmly bound unto Mena Suna  
Una Sockalingam Chetty of Negombo, Mena Suna Una Suppira-  
maniam Chetty of Sockanadapuram, Ana Runa Kana Uena Aruna-  
salam Chetty of Pakaneri in India (hereinafter sometimes referred  
20 to as the mortgagees) in the sum of Rupees Fifty Thousand (Rs.  
50,000) of lawful money of Ceylon borrowed and received by him  
from the said mortgagees which said sum of money and therefore  
the said obligor hereby renouncing the Beneficium non numeratae  
pecuniae do hereby engage and bind himself and his heirs executors  
and administrators to repay the said sum of Rupees Fifty Thousand  
(Rs. 50,000) to the said mortgagees or anyone of them or their or any  
one of their attorneys or their heirs, executors administrators and  
assigns on demand and until such repayment to pay interest on the  
said sum of Rupees Fifty Thousand (Rs. 50,000) at and after the  
30 rate of fifteen per centum per annum to be computed from the date  
hereof and payable once in every four months in advance to wit ;  
on or before the Thirtieth day of September, January and May of  
each and every year and the first of such payment of interest to be

P 1.  
Mortgage Bond  
No. 391 attested  
by T. Q. Fernan-  
do, Notary  
Public.  
30.9.25—contd.

made on the Thirtieth day of September One thousand nine hundred and Twenty five Provided, however, that if the payment of interest be regularly made in manner aforesaid the said mortgagees and their heirs, executors, administrators and assigns shall be bound and obliged to accept interest from the said obligor or his aforewritten computed at the rate of only Twelve per centum per annum, anything herein contained to the contrary notwithstanding.

And for further assuring to the said mortgagees and their heirs, executors, administrators and assigns the payment of all moneys payable under by virtue or in respect of these presents the said obligor doth hereby specially mortgage and hypothecate to and with the said mortgagees and their aforewritten as a primary mortgage the premises fully and particularly described in the Schedule hereunto together with all rights easements privileges, servitudes and appurtenances whatsoever belonging thereto or in anywise appertaining or used or enjoyed therewith or reputed or known as part and parcel thereof, and all estate, right, title, interest, property claim and demand whatsoever of him the said obligor in, to, upon or out of the said Premises. 10

And the said obligor doth hereby covenant with the said mortgagees and their aforewritten that the said premises are not subject to any other charge or encumbrance whatsoever and that the said obligor and his aforewritten shall and will at the request of the said mortgagees or their aforewritten do and execute or cause to be done and executed all such other and further acts, deeds and assurances for the more perfectly and effectually assuring to the said mortgagees and their aforewritten by way of mortgage and hypothecation the said premises or any portion thereof as by the said mortgagees or their aforewritten shall or may be reasonably required. 20

THE SCHEDULE ABOVE REFERRED TO

1. The undivided seven-twelfth (7/12) share of the land called Keeriankally situated at Keeriankallaya in Rajakumaramanni pattu of Puttalam Pattu division in the District of Puttalam North Western Province bounded on the North by land of K. D. Joseph East by land appearing in T. P. 161006 belonging to Joseph Peter Fernando South by Kurunegalle Road and on the West by Puttalam Road containing in extent Nineteen Acres One Rood and Twenty four perches (A19.R1.P24) together with the buildings and plantations thereon held and possessed upon deed No. 8219 dated 18th January, 1921 No. 4745 dated 8th December, 1916 and No. 4725 dated 1st December, 1916 attested by B. N. F. Jayasekera. 30 40

2. The land called Keeriankally situated at Keeriankallya aforesaid bounded on the North by the land called Keeriankally belonging to the Crown and the Reservation, East by the land called Keeriankally belonging to the Crown South by a Road and on the West by land appearing in Plan No. 159263 containing in extent Twelve Acres, Two Roods and Thirty Five Perches (A12.R2.35P) together with the plantations thereon held and possessed upon the aforesaid deed No. 4745 and 4725.

P. 1.  
Mortgage Bond  
No. 391.  
attested by  
T. Q. Fernando,  
Notary Public.  
30.9.25—contd.

10 3. The lot A of the land called Keeriankally situated at Keeriankally aforesaid which said lot A is bounded on the North by land appearing in T. P. 166254 and the footpath East by land appearing in T. P. 161006 belonging to Warnakulasuriya Elaris Perera South by lot B of this land and on the extent nine acres two roods and sixteen perches (9A.2R.16P) together with the buildings and plantations thereon held and possessed upon deed No. 10764 dated 25th January 1924 attested by B. N. F. Jayasekera.

20 4. The land called Keeriankally appearing in Plan No. 23952 situated at Keeriankallya aforesaid bounded on the North, East and South by land appearing in Plan No. 159263 and on the West by the reservation along the road containing in extent thirty two perches (A0.R0.32P) together with the buildings and plantations thereon held and possessed upon Deed No. 10765 dated 25th January, 1924 attested by B. N. F. Jayasekera.

30 5. The divided half share of the land called Keeriankally Thotam situated at Keeriankallya aforesaid which said divided half share is bounded on the North by the remaining divided half share of the land belonging to Kalubovilage Don Migel Appuhamy East by land appearing in plan No. 131434 South by land appearing in plan No. 159263 and 161006 and on the West by the high road containing in extent five acres three roods and thirty four perches (A5.R3.P34) together with the buildings and plantations thereon held and possessed upon deed No. 11481 dated 6th November, 1924 attested by B. N. F. Jayasekera.

40 6. An allotment of land called Kapuhenewatte, Kapuhene-kottuwa *alias* Kapuhenemukalana situated in Angurumula Village in Rajakumara Wannu pattu aforesaid bounded on the north by Kapuhena Mukalana said to be Crown East by Lot in P. P. 4820 South by T. P. 217298 and on the West by T. P. 319467 containing in extent Ten acres and seventeen perches (A10.R0.17P) together with the plantations thereon according to plan No. 331136 dated 2nd November, 1918 authenticated by W. C. S. Ingles Esquire Surveyor General held and possessed upon deed dated 11th November, 1918 and signed by R. E. Shibbles Esquire Colonial Secretary granted under the Waste Lands Ordinance.

P. 1.  
Mortgage Bond  
No. 391  
attested by  
T. Q. Fernando  
Notary Public.  
30.9.25—*contd.*

7. An allotment of land called Angunuwila mukalana situated in Angunuwila village aforesaid bounded on the North by Crown land East by Crown land and T. P. 217298 South by T. P. 245392 and Crown land and on the West by reservation along the road containing in extent fourteen acres three roods and thirty perches (14A.3R.30P) together with the plantations thereon according to plan No. 269278 dated 18th April, 1910 authenticated by P. D. Warren Esquire Surveyor General held and possessed upon deed dated 24th October, 1910 granted under the Waste Lands Ordinance.

8. An allotment of land called Kapuhene Mukalana situated in Angunuwila village aforesaid bounded on the North and East by Crown land South by T. P. 217298 and on the West by T. P. 269278 containing in extent ten acres and thirty perches (A10.0R.30P) together with the plantations thereon according to plan No. 319467 dated 26th June, 1916 authenticated by W. C. S. Ingles Esquire Surveyor General held and possessed upon deed dated 18th July, 1916 and signed by R. E. Shiebles Esquire Colonial Secretary granted under the Waste Lands Ordinance. 10

9. An allotment of land called Kapuhenakotuwa *alias* Kapuhenemukalana situated in Angunuwila village aforesaid bounded on the North by Kapuhenemukalana said to be Crown East by Kapuhenemukalana said to be Crown and T. P. 275262 South by T. P. 217298 and on the West by T. P. 331136 and Kapuhenemukalana said to be Crown containing in extent fifteen acres three roods and fourteen perches (A15.3R.14P) together with the plantations thereon according to plan No. 346689 dated 15th November, 1921 authenticated by W. C. S. Ingles Esquire Surveyor General held and possessed upon deed dated 9th December, 1921 and signed by Graeme Thomson Esquire Colonial Secretary granted under the Waste Lands Ordinance. 20 30

10. The contiguous lands called Siyambalagahawatte mukalane and Ihalawewa Mukalane in extent A8.0R.16P Siyambalagahawatte in extent A3.R1.34P and the eastern half share of Madangahawatte in extent A1.R3.20P now forming one land situated in Angunuwila village aforesaid bounded on the North by lands claimed by Natives, Crown land and reservation along the road East and South by reservation along road and on the West by the Western portion of Madangahawatte of the extent of A0.R3.P30 belonging to Sellubamy containing in extent within these boundaries twelve acres and two roods (A12.R2.0P). Of this after excluding an undivided extent of four acres from the Western side the remaining undivided portion of the said land together with the buildings and plantations thereon held and possessed upon deed dated 2nd December, 1907 granted under the Waste Lands Ordinance Deed No. 847 dated 15th June, 1909 attested by B. C. Samarasinghe and deed No. 2353 dated 10th May, 1909 attested by E. P. Jayasuriya. 40

The land is composed of the following '—

P. 1.  
Mortgage Bond  
No. 391.  
attested by  
T. Q. Fernando,  
Notary Public  
30.9.25—contd.

(a) An allotment of land called Siyambalagahamukalana and Ihalumnamukalana situated in Angunuwila village aforesaid bounded on the North by Crown land and reservation along the road East and South by reservation along the roads and on the West by T. Ps. 245389 and 245590 containing in extent A8. R0. P16.

10 (b) An allotment of land called Siyambalagahawatto situated in Angunuwila village aforesaid bounded on the North by land claimed by Natives and Crown land East and South by T. P. 245391 and on the West by T. P. 245389 and land claimed by the natives containing in extent A3.1R.34P.

(c) The undivided Eastern half share of the land called Madangahawatto situated in Angunuwila village aforesaid bounded on the North by land belonging to natives East by lands appearing in plan Nos. 245390 and 245391 South by the reservation along the road and on the West by land appearing in plan No. 245388 containing in extent A1.3R.20P.

20 11. The land called Velauelmukalana bearing No. 8346 situated at Tarakudawila in Anarulandan pattu of Pitigal Korale North in the district of Chilaw, North Western Province bounded on the North by the reservation along the road east by the land called Valvelmukalana said to belong to the Crown South by the land called Velavelmukalana said to belong to the Crown and the reservation along the road and on the West by land appearing in plan No. 159649 containing in extent Forty Seven acres one rood and twenty six perches (A 47 1R 26P). Of this the undivided Western one third share out of the divided Northern twenty three acres two roods and thirty-three perches after excluding a road six feet wide from the western boundary together with the buildings and plantations thereon held and possessed upon deed No. 16894 dated 24th July, 1901 attested by L. P. Silva.

30

Sgd. ALARIS PERERA.

Sgd. T. QUENTIN FERNANDO, N.P.,

In witness whereof the said obligor doth hereunto and to two others of the same tenor and date as these presents set his hand at Negombo on this Thirtieth day of September One Thousand Nine hundred and Twenty Five.

Witnesses.

40 We declare that we are well acquainted with the executant and know his proper name occupation and residence.



P. 1.  
Mortgage Bond  
No. 391.  
attested by  
T. Q. Fernando,  
Notary Public.  
30.9.25—contd.

Sgd. . . . . Perera.

This is the signature of

Sgd. In Tamil.

Kowanna Sinniah Pillai

This is the signature of

Sgd. . . . .

Rawana Muttiah.

Sgd. T. Quentin Fernando.

Notary Public.

I Thomas Quentin Fernando, of Negombo, in the Island of Ceylon, 10  
Notary Public, do hereby certify and attest that the foregoing  
instrument having been duly read over and explained by me the  
said Notary to the said Warnakula Aditha Arsenilaitta Don Elaris  
Perera who has signed as " Alaris Perera " in the presence of Kowanna  
Sinniah Pulle and Rawanna Muttiah who have signed in Tamil  
both of Negombo the subscribing witnesses hereto all of whom are  
known to me the same was signed by the said executant and also  
by me and by the said witnesses in my presence and in the presence  
of one another all being present at the same time at Negombo afore- 20  
said on this Thirtieth day of September, One Thousand Nine Hundred  
and Twenty Five.

And I further certify and attest that out of the said consideration  
a sum of Rs. 2000 was deducted as ofur months interest in advance,  
a sum of Rs. 7098 was set off for the amount due on promissory note  
dated 18th August, 1925 and the balance was paid in my presence  
and that in the original on page 6 in line 23 the figures ' 53 ' of the  
figures " 245390 " were corrected and in the duplicate on page 3 in  
line 32 the word " Jayasekera " was corrected on page 4 in line 26  
the word " and " was interpolated on page 5 in line 6 the figure " 7 " 30  
of the figures " 319467 " in line 26 the letter u of the word contiguous  
were corrected on page 6 in line 14 the letters " watte " of the word  
" Siyambalagahawattemukalana " were interpolated and on page 7  
in line 22 the figure " 1910 " were deleted and the figures " 1901 " 40  
were interpolated before the foregoing instrument was read over  
and explained as aforesaid and that the duplicate of this instrument  
bears six stamps of the value of Rs. 412 and the original one stamp  
of Re. 1 and that the said stamps were supplied by me.

Date of attestation.

30th September, 1925.

Sgd. T. QUENTIN FERNANDO. 40  
Notary Public.

**MORTGAGE BOND No. 533**

P 2.  
Mortgage Bond  
No. 533 attested  
by P. J. Loos,  
Notary Public.  
8.4.30.

Registered D 42/166 M 97/14 53/259 117/111 and 112 and 72/57.

Chilaw 12.4.30.

Sgd. Illegibly.  
*Registrar.*

Registered H 61/37-40.  
Puttalam 11th April, 1930.

Sgd. Illegibly.  
*Registrar.*

10

(Land Registry,  
No. 499/11.4.30.  
Puttalam).

(Land Registry No. 2633  
12th April, 1930.  
Chilaw).

Prior Registration as described below.

Mortgage Bond Rs. 25,000·00

**No. 533**

20 This 8th day of April, 1930.

Know all men by these presents that Warnakula Aditta Arasa Nilaitta Don Elaris Perera Appuhamy of Marawila in the District of Chilaw (hereinafter sometimes called and referred to as the Obligor) is held and firmly bound unto Mena Choona Oona Muththiah Chettyar of Negombo, Mena Choona Oona Velauthan Chettiyar of Colombo, Mena Choona Oona Suppiramaniam Chettyar and Mena Choona Oona Sokkalingam Chettyar both of Sokkanathapuram in India and Sena Kana Nana, Sena, Sekkappa Chettyar of Okkur in India (hereinafter sometimes called and referred to as the said mortgagees) in the sum of Rupees Twenty Five Thousand (Rs. 25,000) of lawful money of Ceylon borrowed and received by the said obligor from the first named mortgagee for and on behalf of the said mortgagees).

30

And therefore the said Obligor renouncing the BENEFICIUM NON NUMERATE PECUNIAE doth hereby engage and bind himself, his heirs, executors and administrators to repay the said sum of Rupees Twenty Five Thousand (Rs. 25,000) to the said

P 2.  
Mortgage Bond  
No. 533 attested  
by P. J. Loos,  
Notary Public.  
8 . 4 . 30—contd.

Mortgagees or to any one of them or to their or his certain Attorneys, heirs, executors, administrators or assigns on demand at Negombo and in the meantime and until such repayment to pay or cause to be paid interest on the said sum of Rupees Twenty Five Thousand (Rs. 25,000·00) at and after the rate of fifteen (15) per centum per annum to be computed from the date hereof until payment thereof in full and such interest be paid once in every four months in advance to wit on or before the Eighth day of April, August and December of each and every year and the first of such payment of interest being made at the execution of these presents.

10

Provided however that if the payment of interest be regularly and punctually made in manner aforesaid and on or before the day or dates herein above appointed for the payment of the same then in such case the said mortgagees and their aforewritten shall be bound and obliged to accept from the said Obligor or his aforewritten such interest computed at the reduced rate of Twelve (12) per centum per annum in lieu of and in satisfaction of the interest which would otherwise be payable under these Presents at and after aforesaid rate of Fifteen per centum per annum anything herein contained to the contrary not-with-standing.

20

And for further assuring unto the said Mortgagees, their heirs, executors, administrators and assigns the payment of all moneys payable under, by virtue or in respect of these Presents the said Obligor doth hereby especially mortgage and hypothecate to and with the said Mortgagees and their aforewritten as First or Primary and as Secondary Mortgages free from other encumbrances save and except those mentioned hereinafter as set out at the foot of the description of each of the said premises the premises fully and particularly described in the schedule hereto together with all rights, easements, privileges, servitudes and appertanances whatsoever of the said premises or any part thereof belonging or in anywise appertaining or used or enjoyed therewith or reputed to belong appurtenant thereto or known as part or parcel thereof and all the estate, right, title, interest, property, claim and demand whatsoever of him the said Obligor in, to, out of, or upon the said premises and every part thereof.

30

And the said Obligor doth hereby covenant with the said Mortgagees and their aforewritten that the said premises hereby mortgaged and hypothecated are not or any part or portion thereof is subject to any other charge or encumbrance whatsoever save and except those herein after mentioned and that the said Obligor and his aforewritten shall and will from time to time and at all times hereinafter during the continuance of these presents at the request of the said Mortgagees or their aforewritten but at the cost and expense

40

of the said Obligor or his aforewritten do and execute or cause to be done and executed all such other and further acts, deeds and assurances for the further and more perfectly and effectually assuring to the said Mortgagees and their aforewritten by way of mortgage and hypothecation the said premises or any one of them or any part or portion thereof as by the said mortgagees or their aforewritten shall or may be reasonably required.

P 2.  
Mortgage Bond  
No. 533 attested  
by P. J. Loos,  
Notary Public.  
8.4.30—contd.

THE SCHEDULE ABOVE REFERRED TO

10 1. (a) All that allotment (being the divided Southern half part) of the land called Keeriyankalli Tottam situated at Keeriyankalliya in Rajakumara Wannipattu pertaining to Puttalam Pattu Division in the District of Puttalam, North Western Province, the said allotment being bounded on the North by the other half part of this entire land allotted to Kalubovilage Don Miguel Appuhamy (now own by his son K. D. Victor) East by the land described in T. P. No. 137434 ; South by the lands described in T. Ps. Nos. 159263 and 151006 (the properties now of the said obligor) and on the West by the high road containing in extent five acres three roods and thirty four perches (A5 R3 P34) and registered under F. 19/295  
20 together with the trees, plantations and the buildings standing thereon as a secondary mortgage subject only to the Primary mortgage created thereon under bond No. 391 attested by T. Q. Fernando Notary Public on the 30th day of September, 1925.

30 2. (a) All that portion depicted as Lot B in Plan No. 491 dated 14th March, 1922 made by A. M. Perera Licensed Surveyor of the land called Keeriyankalliyawatta situated at Keeriyankalliya aforesaid the said portion being bounded on the North by the portion of this entire land depicted as lot A in the said plan No. 491 ; East by the land depicted in T. P. No. 161006 presently of the said obligor ; South by the District boundary road leading to Kurunegala and on the West by the high road leading to Puttalam from Chilaw containing in extent nine acres two roods and sixteen perches (9—2—16) and registered under E 10/22 together with the trees, plantations and the buildings standing thereon as a primary mortgage.

40 3. (a) All that portion depicted as lot A in the aforesaid plan No. 491 of the land called Keeriyankalliyawatte situated at Keeriyankalliya aforesaid the said portion being bounded on the North by the land described in T. P. No. 166254 and by the Foot Path ; East by the land described in T. P. No. 161006 presently of the said obligor South by the other portion of this entire land just above described and on the West by the High Road leading from Chilaw

P 2.  
Mortgage Bond  
No. 533 attested  
by P. J. Loos,  
Notary Public,  
8.4.30—contd.

to Puttalam containing in extent nine acres two roods and sixteen perches (9—2—16), and registered under E 10/261 together with the trees, plantations.

(Sgd.) ALARIS PERERA.

(Sgd.) PROSPER J. LOOS, N.P.

and the buildings thereon as a secondary mortgage subject only to the Primary Mortgage created thereon under the aforesaid bond No. 391.

4. (a) All that allotment of land called Keeriyankalli situated at Keeriyankalliya aforesaid bounded on the North by the Crown land called Keeriyankalli and by the Reservation, East by the Crown land called Keeriyankalli; South by a road and on the West by the land described in T. P. No. 159263 (which was since divide into two and the two portions into which it was so divided are described above under headings 2 (a) and 3 (a) and both the said premises now belong to the said obligor) containing in extent twelve acres two roods and thirty five perches (12—2—35) according to T. P. No. 161006 and registered under F 17/126 together with the trees plantations and the buildings thereon as a secondary mortgage subject only to the Primary Mortgage created thereon under the aforesaid bond No. 391. 10 20

5. (a) All that allotment of land called Keeriyankalliya situated at Keeriyankalliya aforesaid bounded on the North, East and South by the land described in T. P. No. 159263 and on the West by the reservation along the road containing in extent thirty two perches (0—0—32P) according to T. P. No. 239525 and registered under E 10/248 together with the trees, plantations and the buildings thereon as secondary mortgage subject only to the primary mortgage created thereon under the said bond No. 391.

6. (a) All that allotment of land called Keeriyankalli situated at Keeriyankalliya aforesaid bounded on the North by the reservation along the bund of the Tank called Keeriyankalliya Wewa; East by the field of the said obligor; South by the road leading to Andigama and from there to Kurunegala from Chilaw and on the West by the land described in T. P. No. 161006 (now the property of the said obligor) containing in extent three acres three roods and and thirty six perches (3—3—36) as a Primary Mortgage held by the said obligor by right of purchase on certain deed or deeds which are now not available and by right of prescriptive possession. 30

1. Which said several allotments of land described above under headings 1 (a) to 6 (a) both inclusive adjoin each other and now form one proper called and known as Keeriyankalliya Estate situated 40

at Keeriyankalliya aforesaid and as such one property is depicted in figure of Survey No. 1531 dated 14th December, 1929 made by A. N. Perera Licensed Surveyor and is accordingly bounded on the North by the land of Mr. K. D. Victor and by the land of Mutter Suppiah and by the Tank Keeriyankalliya Wewa East by the Tank called Keeriyankalliya Wewa and by the field of the said obligor; South by the Compass Road leading from Chilaw to Andigama and on the West by the high road leading from Chilaw to Puttalam and is found to contain Forty two acres and nine perches (42—0—9).

P 2.  
Mortgage Bond  
No. 333 attested  
by P. J. Loos,  
Notary Public.  
8.4.30—contd.

10 7. (b) All that allotment of land called Oyalanga Mukalana *alias* Kapuhena-kotuwa and Polwatta situated at Angunuwila in Rajakumara Wannipattu of the Puttalam Pattu Division in the District of Puttalam aforesaid and bounded on the North by Oyalanga Mukalana said to belong to the Crown; East by T. P. 346689; South by T. Ps. 331136 and 269278 and on the West by the Reservation along the road containing in extent Fourteen acres and twenty six perches (14—0—26) according to Title Plan No. 386292 together with the trees, plantation and the buildings thereon as a Primary Mortgage.

20 8. (b) All that allotment of land called Angunuwila Mukalana situated at Angunuwila aforesaid and bounded on the North by Crown land (which now belong to the Obligor and described above under heading 7 (b)); East by Crown land (now the property of the said obligor described in T. P. No. 319467) and by the land in T. P. No. 217298 (now owned by K. D. Francis Xavier) South by T. P. No. 245392 and by Crown land (both now the property of K. D. Francis Xavier and on the West by the reservation along the road containing in extent fourteen acres three roods and thirty perches (14—3—30) according to T. P. No. 269278 and registered under E8/117 together with the trees, plantations and the buildings thereon as Secondary Mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391.

40 9. (b) All that allotment of land called Kapuruhena Mukalana situated at Angunuwila aforesaid and bounded on the North and East by Crown lands (the property now of the said obligor described in the Title Plans Nos. 386292 and 331136) South by the land described in T. P. 217298 (the property now of K. D. Francis Xavier) and on the West by the land described in T. P. 269278 (the property of the said obligor described under heading 8 (b) containing in extent ten acres and thirty perches (10—0—30) according to Title Plan No. 319467 and registered under E 11/284 together with the trees plantations and the buildings thereon as a secondary mortgage subject only to the Primary Mortgage created thereon under the aforesaid bond No. 391.

P. 2.  
Mortgage Bond  
attested by  
P. J. Loos,  
Notary Public  
8.4.30—contd.

10. (b) All that allotment of land called Kapuruhena Watta and Kapuruhena-kotuwa *alias* Kapuruhena Mukalana situated at Angunuwila aforesaid bounded on the North by Kapuruhena Mukalana said to belong to the Crown (the property appearing in T. P. 386292 now of the said obligor and described hereinabove under heading 7 (b) East by lot 1 in T. P. 4820 (the property appearing in T. P. No. 346689 now of the said obligor and described below under heading 11 (b) ) South by the land in T. P. No. 217298 (the property now of K. D. Francis Xavier) and on the West by the land appearing in T. P. No. 319467 (the property of the said obligor and described above under heading 9 (b) herein) containing in extent ten acres and seventeen perches (10—0—17) according to T. P. No. 331136 and registered under E 11/285 together with the trees plantations and the buildings thereon as secondary mortgage subject only to the Primary mortgage created thereon under the aforesaid bond No. 391. 10

11. (b) All that allotment of land called Kapuruhena-watta *alias* Kapuruhena Mukalana situated at Angunuwila aforesaid bounded on the North by Kapuruhena Mukalana said to belong to the Crown ; East by Kapuruhena Mukalana said to belong to the Crown and by T. P. 275262 (the property of Ponniah Mudalaly) South by T. P. 217298 (the property of K. D. Francis Xavier) and on the West by T. P. 331136 and by Kapuruhena Mukalana said to belong to the Crown (which is the land appearing in T. P. 386292 and described above under heading 7 (b) ) containing in extent fifteen acres three roods and fourteen perches (15—3—14) according to Title plan No. 346689 and registered under E 11/286 together with the trees, plantations and the buildings thereon as secondary mortgage subject only to the Primary Mortgage created thereon under the aforesaid bond No. 391. 20 30

2. Which said several allotments of land described above under headings 7 (b) to 11 (b) both inclusive adjoin each other and form one property called and known as Angunuwila Estate situated at Angunuwila aforesaid and as such is depicted in figure of survey No. 1532 dated 14th December 1929 made by A. M. Perera Licensed Surveyor and is accordingly bounded on the North by the Crown Jungle ; East by the Crown Jungle and by the land of Ponniah Mudalaly ; South by the land of K. D. Francis Xavier and on the West by the Gansabawa Road and is found to

Sgd. ALARIS PERERA, 40  
Sgd. PROSPER J. LOOS, N. P.

contain sixty five acres three roods and six perches (65—3—6).

12. From and out of the Northern undivided half share of the land called Welawel-mukalana situated at Tharakudavila in Anavulundun Pattu of Pitigal Korale North in the District of Chilaw North Western Province the entire land being bounded on the North by the reservation along the road; East by the land called Welawela Mukalana said to belong to the Crown; South by the land called Welawel Mukalana said to belong to the Crown and by the reservation along the road and on the West by the land appearing in T. P. 159649 containing in extent forty seven acres one rood and twenty six perches (47—1—26) and registered under D 22/227 excluding a road six feet wide towards the Western boundary the undivided two third shares of the remaining undivided extent of the said Northern half share which is in extent twenty three acres two roods and thirty three perches (23—2—33) together with all the rees, plantations and the buildings standing thereon as a secondary mortgage subject only to the Primary Mortgage created thereon under bonds No. 391 aforesaid and No. 466 dated 21st May, 1926 attested by T. Q. Fernando Notary Public and which said undivided two third shares are now possessed by the said obligor dividedly and as such divided block is depicted in plan No. 1534 dated 14th December, 1929 made by A. M. Perera Licensed Surveyor and is accordingly bounded on the North by the Compass road from Keeriyankalliya to Andigama; East by a portion of the said entire land Welawel Mukalana belonging to Benedicta Obris; South by the land of Nalliah Ex Odayar and on the West by the cart road and is found to contain according to the said plan No. 1534 eighteen acres and thirty eight perches (18—0—38) together with all the trees, plantations, bungalows, stores and other buildings standing therein.
- 10
- 20
- 30
- 40
13. From and out of all that land comprised of the contiguous allotments called Siyambalagahawatta-mukalana and Ihalawewa-mukalana in extent eight acres and sixteen perches (8—0—16) described in T. P. No. 249391 and registered under E 11/283 Siyambalagahawatte in extent three acres one rood and thirty four perches (3—1—34) described in T. P. No. 245390 and the portion dividedly possessed for and in lieu of the undivided half share towards the Eastern side from and out of the land called Madangahawatte in extent one acre three roods and twenty perches (1—3—20) described in T. P. No. 245389 and registered under E 4/53 situated at Angunuwila aforesaid and bounded on the North by the lands claimed by natives; by Crown land and by the reservation along the road; East and South by the reservation along the roads and on the West by the Western half part of Madangahawatte registered under E 4/53 belonging to Hetuhamy containing in extent twelve acres and two roods (12—2—0) and registered under E 4/205 excluding the undivided portion in extent four acres (4—0—0) from the Western side gifted to the Roman Catholic Church at

P. 2.  
Mortgage Bond  
No. 533  
attested by  
P. J. Loos,  
Notary Public,  
8.4.30—contd.



P. 2.  
Mortgage Bond  
No. 533  
attested by  
P. J. Loos,  
Notary Public,  
8.4.30—*contd.*

Angunuwila the remaining undivided extent together with all the trees, plantation and the buildings standing thereon as a secondary mortgage subject only to the Primary Mortgage created thereon under the aforesaid bond No. 391 and which said remaining undivided *extent* of the said land of twelve acres and two roods (12—2—0) is now possessed by the said obligor dividedly and as such divided block is depicted in plan No. 1533 dated 14th December 1929 made by A. M. Perera, Licensed Surveyor, and is accordingly bounded on the North by the field of the said obligor by the Crown jungle and by the Gansabawa road; East by the Gansabawa Road; South by the Compass Road from Keeriyankalliya to Andigama and West by the land belonging to the Roman Catholic Church and is found to contain according to the said plan No. 1533 nine acres three roods and twenty three perches (9—3—23).

10

14. All that land called Dangahawatte *alias* Ihalagahawatte or Dangahawatte-kale comprised of the contiguous allotments described below under headings (a), (b) and (c) situated at Angunuwila aforesaid bounded on the North and East by Dewata Roads; South by the road leading from Keeriyankalliya to Andigama and on the West by the land of Ponniah and others containing in extent six acres and two perches (6—0—2) together with all the trees plantations and the buildings standing thereon as a primary mortgage and the said land is comprised as aforesaid of the following to wit:—

20

(a) All that allotment of land called Dangahawatte *alias* Ihalagahawatte situated at Angunuwila aforesaid bounded on the North by the Dewata Para; East by the land of Elaris Perera and South and West by lands belonging to Appuhamy containing in extent ground sufficient for sowing eight seers of kurakkan and registered under 5/172 but the said land is otherwise said to be bounded on the North by the Dewata Para; East by the fence of the land belonging to Elaris Perera; South by the fence of the land belonging to Ponniah and others and West by the fence of the land belonging to Appurala and is said to contain one acre one rood and twenty three perches (1—1—23) and as such is registered under H 57/241.

30

(b) All that allotment of land called Dangahawatta depicted as lot G 702 situated at Angunuwila aforesaid bounded on the North and East by the land claimed by Villagers; South by the reservation along the road and West by the land described in T. P. No. 173751 and by the land claimed by Villagers containing in extent three acres and nine perches (3—0—9) according to Title Plan No. 200295 and registered under E 4/110.

40

(c) All that allotment of land called Dangahawatta-Kele situated at Angunuwila aforesaid bounded on the North by land

claimed by Natives ; East and South by Reservation along the roads and West by lot 2837 in P. P. 4524 containing in extent two roods and ten perches (0—2—10).

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attested by  
F. J. Loos,  
Notary Public.  
8. 4. 30—contd.

15. All that allotment of land called Wellaboda-Payarugahawatta situated at Marawila, Yatikalam Pattu of Pitigal Korale in the District of Chilaw aforesaid bounded on the North by the land of Elaris Fernando Appuhany ; East by the lands of Carolis Dabrera and others ; South by the garden of Anthony and West by the sea shore containing in extent eight acres (8—0—0) more or less and registered under M 97/14 but the said land according to the survey and description thereof as per figure of survey No. 1157 made by H. A. Pandithasekera Licensed Surveyor on Twenty Second February 1905 is otherwise called Welabodawatta situated at Marawila aforesaid and bounded according to the said plan on the North by land claimed by Elaris Fernando ; South by the land of Joranis Fernando East by the land claimed by Coranis Dabrera and others and on the West by the sea shore and is found to contain seven acres and thirty two perches (7—0—32) together with all the trees plantations and the buildings standing thereon and the soil appertaining thereto as a Primary Mortgage.

16. From and out of all that allotment of land called Siyambalahawatta situated at Marawila aforesaid bounded on the North by the Oya called Gembraneya ; East by the Alamba (salt marsh) South by the land belonging to Andappu and on the West by the sea shore containing in extent three acres (A3 R0 P0) more or less and registered under M 53/259 excluding only from the coconut plantation the one third share given as planting trouble the remaining two third shares of the coconut plantation together with all the trees plantations appertaining thereto and the entirety of the soil and all.

Sgd. ALARIS PERERA,  
Sgd. PROSPER J. LOOS, N. P.

the buildings standing thereon as a primary mortgage but the said allotment of land according to a recent survey and description thereof as appearing in figure of survey No. 269 dated 25th September 1925 made by Edmund C. Peris Licensed Surveyor is otherwise said to be bounded on the North and East by Gambraneya Oya ; South by land of Mary Fernando and others and on the West by sea shore and is found to contain four acres one rood and four perches (4—1—4) according to the said plan No. 269.

17. From and out of all that allotment (being the Southern divided half part) of the land called Wellabodawatta situated at Marawila aforesaid the said allotment being bounded on the North by the

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attested by  
P. J. Loos,  
Notary Public.  
8. 4. 30.—*contd.*

other part of the said land Wellabodawatta which formerly belonged to Elaris Fernando and which now belongs to Pedro Fernando and others ; East by the lands of Allino Perera and others ; South by the road leading to the sea shore and on the West by the sea shore containing in extent five acres (5—0—0) more or less and registered under M95/132 excluding the undivided portion along the Northern boundary containing thirteen coconut trees with the soil appertaining thereto and a further undivided portion along the sea shore towards the South-Western side containing four coconut trees and the soil appertaining thereto the remaining undivided portion together with all the trees plantations and the buildings standing thereon and the soil appertaining thereto as a primary mortgage. And which said undivided portion out of the said allotment in extent five acres is now possessed dividedly by the said obligor and as such is depicted as lot B in Plan No. 264 dated 25th September 1925 made by Edmund C. Peris Licensed Surveyor and is accordingly bounded on the North by land of Pedro Fernando and others and by the portion of this land in extent twenty eight perches depicted as Lot A in the said plan No. 264 belonging to W. Cornelis Fernando (which represents the portion containing thirteen coconut trees as above recited); East by the land of Allino Perera and others; South by the road leading to the sea shore and on the West by the portion of this land in extent one and decimal five perches belonging to W. Cornelis Fernando depicted as lot C in the said plan No. 264 (which represents the above mentioned portion containing four coconut trees) and by the sea shore and is found to contain three acres and three perches (3—0—3) according to the said plan No. 264.

18. From and out of all that allotment of land called Siyambalagahawatta situated at Marawila Modera in Yatakalam Pattu aforesaid bounded on the North by Gembraneya (Oya); East by the Gembraneya (Oya) by the land of Marsal Perera Peace Officer; South by the land of Wārnākulasuriya Elaris Fernando Appuhamy and on the West by the sea shore containing in extent six acres (6—0—0) more or less and registered under M 42/326. The undivided seven eighteenth (7/18) shares together with all the trees plantations and buildings standing thereon and the soil appertaining thereto as primary mortgage. And which said undivided seven eighteenth shares are now possessed by the said obligor dividedly towards the Southern side and as such divided block is depicted in plan No. 268 dated 25th September 1925 made by Edmund C. Peris Licensed Surveyor and is accordingly bounded on the North by the portion of the same land ; East by the Gembraneya Oya ; South by the land of W. Elaris Fernando and on the West by the sea shore and is found to contain in extent three acres two roods and thirty four perches (3—2—34) according to the aforesaid plan No. 268.

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P. J. Loos,  
Notary Public.  
8.4.30—contd.

10 19. All that northern portion depicted as lot 257 of the land called Paragahayaya Moderawellawatta being a part of Modera Wella-watta bearing No. 2 situated at Marawila aforesaid the said northern portion being bounded on the North by a part of the one third share of this land belonging to the said obligor as the planter's share; East by the land of Mathias Fernando and others; South by the portion of this land depicted as lot 258 and on the West by the sea shore containing in extent two acres three roods and thirty perches (2—3—30) and registered under M 72/57 together with the trees  
and the buildings standing thereon as primary mortgage and the said portion of land is a divided and distinct part of all that land called Moderawella-watta bearing No. 2 situated at Marawila aforesaid bounded on the North by lot No. 1 of this land; East by land of Anthony Lowe, South by the portion of this land bearing No. 3 and on the West by the sea shore containing in extent eight acres three roods and five perches (8—3—5).

20 IN WITNESS WHEREOF the said obligor doth hereunto and to two others of the same tenor and date as these presents set his hand at Negombo on this Eighth day of April one Thousand nine hundred and thirty.

*Witnesses—*

We declare that we are well acquainted with the executant and know his proper name occupation and residence:

Sgd. S. R. Peries

Sgd. Alaris Perera.

This is the signature of

Sgd. In Tamil

Thena Muna Muttusamy Pillai.

Sgd. PROSPER J. LOOS, N. P.

30 I, Prosper Joseph Loos of Negombo in the Island of Ceylon Notary Public do hereby certify and attest that the foregoing instrument having been duly read over and explained by me the said Notary to the said Warnakula-Aditta-Arasa-Nilaïttu Don Elaris Perera Appuhamy (who has signed as Alaris Perera) in the presence of Stephen Raphael Peiris of Negombo who has signed illegibly and Thena Muna Muttusamy Pillai of Main Street Negombo (who has signed in Tamil characters) the subscribing witnesses hereto all of whom are known to me the same was signed by the said obligor and also by the

P. 2.  
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Notary Public.  
8.4.30—contd.

said witnesses in my presence and in the presence of one another all being present at the same time at Negombo aforesaid on this Eighth day of April one Thousand Nine hundred and thirty.

And I further certify and attest that in the original in line 9 of page 1 "Sena" was interpolated, in line 7 of page 5 "land" was interpolated, in line 20 of the same page "by" was deleted, in line 30 of page 10 in the word "said" the letter "i" was written over erasure, in line 17 of page 11 "to" and in line 24 of the same page "and by the land claimed by the villagers" and in line 6 of page 12 "land" were respectively interpolated, in line 33 of page 13 "which" was deleted and "which" was interpolated and in line 3 of page 14 "which" were deleted and in the duplicate in line 9 of page 2 "in advance", in line 44 of the same page "Division" were interpolated in line 24 of page 6 "a2" in line 4 of page 7 the letters "iah" were deleted, in line 7 of page 16 the figures "6" and "0" were written over erasures, in line 33 of the same page "to" in line 11 of page 18 "mahara" were deleted, in line 34 of page 19 "Four" was interpolated, in line 13 and 22 of page 21 "and" were deleted and "which" and "which" were interpolated in line 35 of the same page "pro" in line 2 of page 20 "of" and in line 4 of page 25 "twenty" were respectively deleted before the foregoing instrument was read over and explained as aforesaid to the said Executant and that the consideration herein mentioned was contributed by the said mortgagees in the following to wit:—Rs. 20,000 by the first named four mortgagees and the balance of Rs. 5,000 by the last named mortgagee and that out of the said sum of Rs. 25,000 the sum of Rs. 1,000 was deducted as the first four months interest payable on this bond in advance, the sum of Rs. 750 was paid to me as the cost of the execution of this deed and of deed No. 534 of even date attested by me the sum of Rs. 5,723 was paid to the obligor in my presence and the balance was retained in the hands of the said mortgagees to be utilized towards the payment of the following items due to them by the said obligor after this deed is registered and encumbrances are looked into by the said Mortgagees and every thing being found to be in order and satisfactory that is to say: the sum of Rs. 11,000 in payment in full of the interest due up to the 30th May 1930 due by the said obligor to the said mortgagees on bond No. 391 recited in the body of this deed and the sum of Rs. 6,527 for the payment and cancellation of Promissory Notes dated 15th December 1926 and 1st November 1928 executed by the said Obligor in favour of the said Mortgagees and that the duplicate hereof bears four stamps to the value of Rs. 220 and the Original a stamp of Re. 1 which were supplied by me.

Date of attestation : 9th April , , , , 1930

Sgd. PROSPER J. LOOS,  
NOTARY PUBLIC,

(Seal)

The plaintiff's claim and costs due on this bond which is put in suit in case No. 7365 D. C. Negombo having been paid and settled and satisfaction of decree having been entered of record, this bond is hereby discharged and cancelled.

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Mortgage Bond  
No. 533  
attested by  
P. J. Loon,  
Notary Public.  
8.4.30—contd.

Negombo 7th November 1941.

Sgd. D. J. JAYASUNDERA  
*Secretary.*  
7.11.41.

10 Discharge registered : D 54/89, M 148/289, 130/5, 148/288  
M 130/7 and 148/290

Chilaw 10th November 1941  
(Land Registry)

10th November 1941

No. 4806

Sgd. Illegibly  
Registrar.

Discharge registered H 77/167, 75/274 and 273 and 68/92.

Puttalam 25th November 1941

(Land Registry No. 1208/25th November 1941 Puttalam.)

20 Sgd. Illegibly  
Registrar.

IN THE DISTRICT COURT OF NEGOMBO

MENA SOONA OONA SOKKALINGAM CHETTYAR by his  
Attorney MUNA KARUPPANA PULLE of Negombo  
..... *Plaintiff.*

No. 7365 vs.

1. WARNAKULA ADITTA ARSANILAITTA DON ELARIS  
PERERA APPUHAMY of Marawila, (2) WARNAKULA-  
SURIYA ELARIS DABARERA of Gangoda, Marawila  
30 ..... *Defendants.*

This 31st day of January 1933.

P. 2.  
Mortgage Bond  
No. 533  
attested by  
P. J. Loos,  
Notary Public.  
8.4.30—*contd.*

The plaint of the plaintiff abovenamed appearing by Peter D. F. de Croos his proctor states as follows :—

1. The 1st defendant abovenamed by a bond No. 533 dated 9th day of April 1930 attested by P. J. Loos Notary Public which is filed herewith and pleaded as part of this plaint bound himself, his heirs, executors, and administrators to pay to M. S. O. Muttiah Chettyar and M. S. O. Velauthan Chettyar, M. S. O. Suppramaniam Chettyar, M. S. P. Sockalingam Chettyar and S. K. N. S. Sekappa Chettyar or to any one of them or to their or his attorneys heirs executors administrators and assigns on demand at Negombo within the jurisdiction of this Court the principal sum of Rs. 25,000 and to pay interest thereon at 15 per centum per annum to be computed from the said date and to be paid once in every four months in advance to wit :—on or before the 8th day of April, August and December of each and every year. 10

2. It was further provided by the said bond that if payment was made regularly in manner aforesaid interest should be accepted by the aforesaid obligees at the reduced rate of 12 per centum per annum in lieu of and in satisfaction of the higher rate.

3. For the purpose of further securing to the obligees the payment of all moneys payable under and by virtue of the said bond the 1st defendant by the same bond mortgaged and hypothecated to and with the obligees the premises fully described in the schedule hereto. 20

4. The 1st defendant has paid the interest till 8th December 1930 and after that he paid a sum of Rs. 500 to be applied towards the interest on this bond for which the plaintiff has given credit to the 1st defendant.

5. There is now justly and truly due and owing from the 1st defendant on this bond sued upon the sum of Rs. 25,000 as principal and Rs. 7,625 as interest till the 7th February 1933 together amounting to Rs. 32,625 which sum or any part thereof the 1st defendant has failed and neglected to pay though thereto demanded. 30

6. The 2nd defendant abovenamed is made a party hereto as he holds a mortgage created under bond No. 2,339 dated 8th March 1931 attested by T. P. M. F. Gunawardena Notary Public subsequent to the mortgage bond filed herein to show cause if any why the mortgaged premises or any of them should not be sold for the recovery of the above amount.

Wherefore the plaintiff for judgment in a sum of Rs. 32,625 together with further interest on Rs. 25,000 at 15 per cent per annum from 7th February 1933 till date of final decree and thereafter at legal interest on the aggregate amount of decree till payment in full and the costs of suit on some day to be named by the Court and in default thereof that the said premises may be sold by the person 40

named herein below and the proceeds thereof may be applied in and towards the payment of the amount said principal, interest and costs and if any such proceeds shall not be sufficient for the payment in full of such amount that the 1st defendant do pay to the plaintiff the amount of the deficiency with interest thereon at the aforementioned rate until realization and that for that purpose all proper directions be given and the accounts taken by the Court.

1. 2.  
Mortgage Bond  
No. 533  
attested by  
P. J. Looa,  
Notary Public.  
8. 4. 30—contd.

10 That the sale of the mortgaged premises be carried out by Messrs. M. P. Kurera & Co. Auctioneers Negombo or in the event of their being unable to carry out the said sale then by any other auctioneer or auctioneers as will be appointed by the Court with the approval of the conditions of sale filed herewith.

That the decree holder be given credit in terms of the aforesaid conditions of sale.

That the auctioneer who will be so nominated to carry out the said sale do execute the conveyance in favour of the purchaser in terms of the aforesaid conditions of sale.

*The documents filed with plaint—*

20 The Mortgage bond No. 533 dated 9th April 1930.  
The certified copy of the Power of Attorney.  
Settled by :

Sgd. C. YOGARATNAM  
*Advocate.*

Sgd. P. D. F. DE CROOS,  
*Proctor for Plaintiff.*

THE SCHEDULE ABOVE REFERRED TO

30 1. (a) All that allotment (being the divided Southern half part) of the land called Keeriyankallitottam situate at Keeriyankalliya in Rajakumara Wannu Pattu pertaining to Puttalam Pattu Division in the District of Puttalam North Western Province the said allotment being bounded on the North by the other half part of this entire land allotted to Kalubowilage Don Migel Appuhamy (now owned by his son K. D. Victor) East by the land described in T. P. No. 137434 South by the lands described in T. Ps. Nos. 159263 and 161006 (the properties now of the said defendant) and on the West by the high road containing in extent 5 acres 3 roods and 34 perches and registered under F19/295 together with the trees plantations and buildings standing thereon as a secondary mortgage subject only to the Primary Mortgage created thereon under Bond  
40 No. 391 attested by T. Q. Fernando Notary Public on the 30th day of September 1925.



P. 2.  
Mortgage Bond  
No. 533  
attested by  
P. J. Loos,  
Notary Public.  
8.4.30—contd.

2. (a) All that portion depicted as lot B in plan No. 491 dated 14th March 1922 made by A. M. Perera Licensed Surveyor of the land called Keeriyankalliyawatta situate at Keeriyankalliya aforesaid the said portion being bounded on the North by the portion of this entire land depicted as Lot A in the said plan No. 491; East by the land described in T. P. No. 161006 presently of the said defendant; South by the District Boundary Road leading to Kurunegalla and on the West by the high road leading to Puttalam from Chilaw containing in extent 9 acres 2 roods and 16 perches and registered under E 10/22 together with the trees plantations and buildings standing thereon as a primary mortgage. 10

3. (a) All that portion depicted as lot A in the aforesaid plan No. 491 of the land called Keeriyankalliyawatta situate at Keeriyankalliya aforesaid the said portion being bounded on the North by the land described in T. P. No. 166254 and by the foot path; East by the land described in T. P. No. 161006 presently of the said defendant; South by the other portion of this entire land just above described and on the West by the high road leading from Chilaw to Puttalam containing in extent 9 acres 2 roods and 16 perches and registered under E 10/261 together with the trees plantations and buildings standing thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391. 20

4. (a) All that allotment of land called Keeriyankalli situated at Keeriyankalliya aforesaid bounded on the North by the Crown land called Keeriyankalli and by the reservation; East by the Crown land called Keeriyankalli; South by a road and on the West by the land described in T. P. No. 159263 (which was since divided into two and the two portions into which it was so divided are described above under headings 2 (a) and 3 (a) and both the said portions now belonging to the said defendant) containing in extent 12 acres 2 roods and 35 perches according to T. P. No. 161006 and registered under F 17/126 together with the trees plantations and the buildings thereof as a secondary mortgage subject only to the Primary Mortgage created thereon under the aforesaid bond No. 391. 30

5. (a) All that allotment of land called Keeriyankalliya situate at Keeriyankalliya aforesaid bounded on the North, East and South by the land described in T. P. 159263 and on the West by the reservation along the road containing in extent 32 perches according to T. P. No. 239525 and registered under E 10/248 together with the trees plantations and the buildings thereon as a secondary mortgage subject only to the primary mortgage created thereon under the said bond No. 391. 40

6. (a) All that allotment of land called Keeriyankalliya situated at Keeriyankalliya aforesaid bounded on the North by the reservation along the bund of the tank called Keeriyankalliya wewa; East by the field of the said defendant; South by the road leading to Andigama and from there to Kurungala from Chilaw; and on the West by the land described in T. P. No. 161006 (now the property of the said defendant) containing in extent 3 acres 3 roods and 36 perches as a primary mortgage.

P. 2.  
Mortgage Bond  
No. 533 attested  
by P. J. Loos,  
Notary Public.  
8.4.30—*contd.*

10 1. Which said several allotments of land described above under headings 1 (a) to 6 (a) both inclusive adjoining each other and now form one property called and known as Keeriyankalliya Estate situate at Keeriyankalliya aforesaid and as such one property is depicted in Figure of Survey No. 1531 dated 14th December 1929 made by A. M. Perera Licensed Surveyor and is accordingly bounded on the North by the land of Mr. K. D. Victor and by the land of Muttor Suppiah and by the tank Keeriyankalliya wewa; East by the tank called Keeriyankalliyawewa and by the field of the said defendant; South by the Compass Road leading from Chilaw to Andigama and on the West by the high road leading from Chilaw  
20 to Puttalam and is found to contain 42 acres and 9 perches and registered under H 61/37.

30 7. (b) All that allotment of land called Oyalanga Mukalana *alias* Kapuhena-kotuwa and Polwatta situate at Angunuwila in Rajakumara Wannipattu of the Puttalam Pattu Division in the District of Puttalam aforesaid and bounded on the North by Oyalanga Mukalana said to belong to the Crown; East by T. P. 346689; South by T. Ps. 331136 and 269278 and West by the reservation along the road containing in extent 14 acres and 26 perches according to Title Plan No. 386292 together with the trees, plantations and the buildings thereon as a Primary Mortgage.

40 8. (b) All that allotment of land called Angunuwila Mukalana situate at Angunuwila aforesaid and bounded on the North by Crown land (which now belong to the defendant and described above under heading 7 (b)); East by Crown land (now the property of the said defendant described in T. P. No. 319467) and by the land in T. P. No. 217298 (now owned by K. D. Francis Xavier) South by T. P. No. 245392 and by Crown land (both now the property of K. D. Francis Xavier) and on the West by the reservation along the road containing in extent 14 acres 3 roods and 30 perches according to T. P. No. 269278 and registered under E 8/117 together with the trees plantations and the buildings thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391.

9. (b) All that allotment of land called Kapuruhena Mukalana situate at Angunuwila aforesaid and bounded on the North and East by the Crown lands (the property now of the said defendant

P. 2.  
Mortgage Bond  
No. 533 attested  
by P. J. Loos,  
Notary Public.  
8.4.30—*contd.*

described in title plans Nos. 386292 and 331136; South by land described in T. P. 217298 the property now of K. D. Francis Xavier) and on the West by the land described in T. P. 269278 (the property of the said defendant described under heading 8 (b) ) containing in extent 10 acres and 30 perches according to title plan No. 319467 and registered under E 11/284 together with the trees, plantations and buildings thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391.

10. (b) All that allotment of land called Kapuruhenawatte and Kapurukena Kotuwa *alias* Kapuhena Mukalana situate at Angunuwila aforesaid bounded on the North by Kapurukena Mukalana said belong to the Crown (the property appearing in T. P. 386292 now of the said defendant and described herein above under heading 7 (b) ; East by lot 1 in T. P. 4820 (the property appearing in T. P. No. 346689 now of the said defendant and described below under heading 11 (b) South by the land in T. P. 217298 (the property of K. D. Francis Xavier) and on the West by the land appearing in T. P. No. 319467 (the property of the said defendant and described above under heading 9 (b) herein) containing in extent 10 acres and 17 perches according to T. P. No. 331136 and registered under E 11/285 together with the trees, plantations and the buildings thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391.

11. (b) All that allotment of land called Kapuruhenawatta *alias* Kapurukena Mukalana situated at Anguniwila aforesaid bounded on the North by Kapurukena Mukalana said to belong to the Crown and by T. P. 275262 (the property of Ponniah Mudalaly) South by T. P. 217298 (the property of K. D. Francis Xavier) and on the West by T. P. 331136 and by Kapurukena Mukalana said to belong to the Crown (which is the land appearing in T. P. 386292 and described above under heading 7 (b) containing in extent 15 acres 3 roods and 14 perches according to title plan No. 346689 and registered under E 11/286 together with the trees, plantations and the buildings thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391.

2. Which said several allotments of land described above under headings 7 (b) to 11 (b) both inclusive adjoin each other and form one property called and known as Agunuwila Estate situate at Angunuwila aforesaid and as such is depicted in figure of survey No. 1532 dated 14th December, 1929, made by A. M. Perera, Licensed Surveyor, and is accordingly bounded on the North by the Crown jungle; East by the Crown jungle and by the land of Ponniah Mudalaly; South by the land of K. D. Francis Xavier and on the West by Gansabawa road and is found to contain 65 acres, 3 roods and 6 perches and registered under H 61/38.

12. From and out of the Northern undivided half share of the land called Welawel Mukalana situated at Tharakudawila in Anavulundun Pattu of Pitigal Koralo in the District of Chilaw, North Western Province the entire land being bounded on the North by the reservation along the road; East by the land called Welawel Mukalana said to belong to the Crown; South by the land called Welawel Mukalana said to belong to the Crown and by the reservation along the road and on the West by the land appearing in T. P. 159649 containing in extent 47 acres 1 rood and 26 perches and registered under D 22/227 excluding a road six feet wide towards the Western boundary the undivided  $\frac{2}{3}$  shares of the remaining undivided extent of the said Northern half share which is in extent 23 acres, 2 roods and 33 perches together with all the trees and plantations and buildings standing thereon as a secondary mortgage subject only to the primary mortgage created thereon under bonds No. 391 aforesaid and No. 466 dated 21st May, 1926, attested by T. Q. Fernando, Notary Public, and which said undivided  $\frac{2}{3}$  shares are now possessed by the said defendant dividedly and as such divided block is depicted in plan No. 1534 dated 14th December, 1929, made by A. M. Perera, Licensed Surveyor, and is accordingly bounded on the North by the Compass road from Keeriyankalliya to Andigama; East by the portion of the said entire land Welawel Mukalana belonging to Bedadieta Obris; South by land of Nalliah, Ex Udayar and on the West by the cart road and is found to contain according to the said plan No. 1534, 18 acres and 38 perches together with all the trees, plantations and bungalows, stores sheds and other buildings standing thereon and registered under D 42/166.

13. From and out of all that land comprised of the contiguous allotments called Siyambalagahawatta Mukalana and Ihalawela Mukalana in extent 8 acres and 16 perches described in T. P. No. 249391 and registered under E 11/283 Siyambalagahawatta in extent 3 acres, 1 rood and 34 perches described in T. P. No. 245390 and the portion dividedly possessed for and in lieu of the undivided half share towards the Eastern side from and out of the land called Madangahawatta in extent 1 acre, 3 roods and 20 perches described in T. P. No. 245389 and registered under E 4/53 situate at Angunuwila aforesaid and bounded on the North by lands claimed by natives, by Crown land and by the reservation along the road East and South by the reservation along the road and on the West by the Western half part of Madangahawatta registered under E 4/53 belong to Hethuhamy containing in extent 12 acres, 2 roods and registered under E 4/205 excluding the undivided portion in extent 4 acres from the Western Side gifted to the Roman Catholic Church at Angunuwila the remaining undivided extent together with all the trees, plantations and the buildings standing thereon as a secondary mortgage subject only to the primary mortgage

P. 2.  
Mortgage Bond  
No. 533 attested  
by P. J. Loos,  
Notary Public.  
S. 4. 30—*contd.*

P. 2.  
Mortgage Bond  
No. 533 attested  
by P. J. Loos,  
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created under the aforesaid bond No. 391 and which said remaining undivided extent of the said land 12 acres, 2 roods is now possessed by the said defendant dividedly and as such divided block is depicted in plan No. 1533 dated 14th December, 1929, made by A. M. Perera, Licensed Surveyor and is accordingly bounded on the North by the field of the said defendant by the Crown jungle and by the Gansabawa road; East by the Gansabawa road; South by the Compass road from Keeriyankalliya to Andigama and West by the land belonging the Roman Catholic Church and is found to contain according to the said plan No. 1533 9 acres, 3 roods and 23 perches and registered under H 61/39. 10

14. All that land called Dangahawatta *alias* Ihalagahawatta or Dangahawattekele comprised of the contiguous allotments described below under headings (a), (b) and (c) situate at Angunuwila aforesaid bounded on the North and East by Dewata road; South by the road leading from Keeriyankalliya to Andigama and on the West by the land of Ponniah and others containing in extent 6 acres and 2 perches together with all the trees, plantations and the buildings standing thereon as a primary mortgage and the said land is comprised as aforesaid of the following to wit:— 20

(a) All that allotment of land called Dangahawatta Ihalagahawatta situate at Angunuwila aforesaid bounded on the North by the Dewatapara; East by the land of Elaris Perera and South and West by lands belonging to Appuhamy containing in extent ground sufficient for sowing eight seers of kurakkan and registered under E 5/172 but the said land is otherwise said to be bounded on the North by Dewatapara; East by the fence of the land belonging to Elaris Perera; South by the fence of the land belonging to Ponniah and others and West by the fence of the land belonging to Appurala and is said to contain 1 acre, 1 rood and 23 perches and as such is registered under H 57/241. 30

(b) All that allotment of land called Dangahawatta depicted as lot G 702 situate at Angunuwila aforesaid bounded on the North and East by the land claimed by villagers; South by the reservation along the road and West by the land described in T. P. No. 173751 and by the land claimed by villagers containing in extent 3 acres and 9 perches according to title plan No. 200295 and registered under E 4/110.

(c) All that allotment of land called Dangahawattakele situate at Angunuwila aforesaid bounded on the North by land claimed by natives; East and South by reservation along the road and West by lot 2837 in T. P. 4524 containing in extent 2 roods and 10 perches. 40

15. All that allotment of land called Welaboda Payarugahawatta situate at Marawila in Yatikalam Pattu of Pitigal Korale in the District of Chilaw aforesaid bounded on the North by the land of Elaris Fernando Appuhamy ; East by the land of Carolis Dabarera and others ; South by the garden of Anthony and West by the sea shore containing in extent 8 acres more or less and registered under M 97/14 but the said land according to the survey and description thereof as per figure of survey No. 1157 made by H. A. Pandithasekera, Licensed Surveyor, on 22nd February, 1905, is otherwise  
10 called Welabodawatta situate at Marawila aforesaid and bounded according to the plan on the North by land claimed by Elaris Fernando ; South by the land of Joranis Fernando ; East by the land claimed by Carnis Dabrera and others and on the West by the sea shore and is found to contain 7 acres and 32 perches together with all the trees, plantations and buildings standing thereon and the soil appertaining thereto as a primary mortgage and registered under M 97/14.

16. From and out of all that allotment of land called Siyambalagahawatta situate at Marawila aforesaid bounded on the North by  
20 the Oya called Gembraneya ; East by the Alamba (salt marsh) ; South by the land belonging to Andappu and on the West by the sea shore containing in extent 3 acres more or less registered M 53/259 excluding only from the coconut plantation the  $\frac{1}{2}$  share given as planting trouble the remaining  $\frac{2}{3}$  shares of the coconut plantation together with all the trees, plantations appearing thereto and the entirety of the soil and all the buildings standing thereon as a primary mortgage but the said allotment of land according to a recent survey and description thereof as appearing in figure of  
30 survey No. 269 dated 25th September, 1925, made by Edmund G. Peris, Licensed Surveyor, is otherwise said to be bounded on the North and East by Gembraneya Oye ; South by land of Mary Fernando and others and on the West by sea shore and is found to contain 4 acres, 1 rood and 4 perches according to the said plan No. 260 and registered under M 53/259.

17. From and out of all that allotment (being the Southern divided half part) of the land called Welabodawatta situate at Marawila aforesaid the said allotment being bounded on the North by the other part of the said land Welbodawatta which formerly belonged to Elaris Fernando and which now belongs to Pedro Fernando and  
40 others ; East by the land of Allinu Perera and others ; South by the road leading to the sea shore and on the West by the sea shore containing in extent 5 acres more or less and registered under M 95/132 excluding the undivided portion along the Northern boundary containing 13 coconut trees with the soil appertaining thereto and a further undivided portion along the sea shore towards the South Western side containing 4 coconut trees and the soil appertaining thereto the remaining undivided portion together with all the trees

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plantations and the buildings standing thereon and the soil appertaining thereto as a primary mortgage and which said undivided portion out of the said allotment in extent 5 acres is now possessed dividedly by the said defendant and as such is depicted as lot B in plan No. 264 dated 25th September, 1925, made by Edmund C. Peries, Licensed Surveyor, and accordingly bounded on the North by the land of Pedro Fernando and others and by the portion of this land in extent 28 perches depicted as lot A in the said plan No. 264 belonging to W. Cornelis Fernando which represents the portion containing 13 coconut trees as above recited is by the land of Allinu Perera and others; South by the road leading to the sea shore and on the West by the portion of this land in extent 1.5 perches belonging to W. Cornelis Fernando depicted as lot C in the said plan No. 264 which represents the above-mentioned portion containing 4 coconut trees and by the sea shore and is found to contain 3 acres and 3 perches according to the said plan No. 264 and registered under M. 117/111.

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18. From and out of all that allotment of land called Siyambalahawatta situate at Marawila Modera in Yatakalam Pattu aforesaid bounded on the North by Gembraneya Oya; East by the Gembraneya Oya; by the land of Marshal Perera Peace Officer; South by the land of Warnakulasuriya Elaris Fernando Appuhamy and on the West by the sea shore containing in extent 6 acres more or less and registered under M 42/326 the undivided 7/18 shares together with all the trees, plantations and buildings standing thereon and the soil appertaining thereto as primary mortgage and which said undivided 7/18 shares are now possessed by the said defendant dividedly towards the Southern side and as such divided block is depicted in plan No. 268 dated 25th September, 1925, made by Edmund C. Peries, Licensed Surveyor, and is accordingly bounded on the North by the portion of the same land; East by the Gembraneya Oya; South by the land of W. Elaris Fernando and on the West by the sea shore and is found to contain in extent 3 acres, 2 roods and 34 perches according to the aforesaid plan No. 268 and registered under M 117/112.

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19. All that Northern portion depicted as lot 257 of the land called Paragahayaya, Moderawellawatta being a part of Moderawellawatta bearing No. 2 situate at Marawila aforesaid the said Northern portion being bounded on the North by a part of the 1/3 share of this land belonging to the said defendant as the planter's share; East by the land of Mathies Fernando and others; South by the portion of this land depicted as lot 258 and on the West by the sea shore containing in extent 2 acres, 3 roods and 30 perches and registered under M 72/57 together with all the trees, plantations and the buildings standing thereon as a primary mortgage and the said

40

portion of land is divided and distinct part of all that land called Moderawellawatta bearing No. 2 situated at Marawila aforesaid bounded on the North by lot No. 1 of this land ; East by land of Anthony Lowe ; South by the portion of this land bearing No. 3 and on the West by the sea shore containing in extent 8 acres, 3 roods and 5 perches and registered under M 72/57.

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Notary Public.  
S. A. 30—contd.

Sgd. P. D. F. de Croos,  
*Proctor for Plaintiff.*

*Decree*

10

No. 7365.

IN THE DISTRICT COURT OF NEGOMBO

MENA SOONA OONA SOCKALINGAM CHETTYAR by his  
attorney MUNA KARUPPANA PULLE of Negombo . . *Plaintiff.*

*Vs.*

1. WARNAKULA ADITTA ARSANILAITTA DON ELARIS  
PERERA APPUHAMY of Marawila, (2) WARNAKULA-  
SURIYA ELARIS DABRERA of Gangoda  
Marawila ..... Defendants.

20 This action coming on for final disposal before L.H. de Alwis,  
Esquire, District Judge of Negombo on the 23rd day of June 1933 in  
the presence of Advocate Mr. Leanage with Advocate Mr. Yoga-  
ratnam instructed by Mr. P. D. F. de Croos, Proctor, on the part of  
the plaintiff, of Mr. S. C. Sansoni, Proctor on the part of the 1st  
defendant and the 2nd defendant, who is merely a puisne encum-  
brancer, being absent on summons served by way of substituted  
service :

30 It is ordered and decreed that the first defendant do pay to the  
plaintiff the sum of Rs. 32,625 with further interest on Rs. 25,000  
at the rate of 15 per cent per annum from 7.2.33 till the date hereof  
being the aggregate amount of the principal and interest due in  
respect of Mortgage Bond No. 533 dated the 9th day of April 1930  
and attested by P. J. Loos, Notary Public, with interest thereon at  
the rate of 9 per cent per annum from this date till payment in  
full and the costs of this action as taxed by the officer of the Court  
within a period of four months from the date hereof. And it is  
further ordered that in default of payment of the said amount,



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interest and costs within such time the premises mortgaged by the said bond and described in the schedule annexed hereto and all the right title, interest and claim whatsoever of the 1st defedant in, to, upon, or out of the said several premises mortgaged by the 1st defedant be sold and the proceeds applied in and towards the payment of the said amount, interest, and costs, and if such proceeds shall not be sufficient for the payment in full of such amount. that the said first defendant do pay to the plaintiff the amount of the deficiency, with interest thereon at the afore-mentioned rate until realization.

That the sale of the said mortgaged premises be carried out by Messrs. M. P. Kurera & Co., Auctioneers, Negombo or in the event of their being unable to carry out the said sale by any other auctioneer or auctioneers duly authorised by the court upon the conditions of sale filed of record ; 10

That the decree holder be given credit in terms of condition No. 13 of the said condition :

That the said auctioneers do execute a deed of conveyance in favour of the purchaser in terms of condition No. 14 of the said condition.

And it is lastly ordered that Order to Sell do not issue for a period of four months from the date hereof. 20

THE SCHEDULE ABOVE REFERRED TO :

1. (a) All that allotment (being the divided Southern half part) of the land called Keeriyankallitottam situate at Keeriyankalliya in Rajakumara Wannu Pattu pertaining to Puttalam Pattu Division in the District of Puttalam North Western Province the said allotment being bounded on the North by the other half part of this entire land allotted to Kalubowilage Don Migel Appuhamy (now owned by his son K. D. Victor) East by the land described in T. P. No. 137434 South by the lands described in T. Ps. Nos. 159263 and 161006 (the properties now of the said defendant) and on the west by the high road containing in extent 5 acres 3 roods and 34 perches and registered under F 19/295 together with the trees plantations and buildings standing thereon as a secondary mortgage subject only to the Primary Mortgage created thereon under Bond No. 391 attested by T. Q. Fernando Notary Public on the 30th day of September 1925, 30

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P. J. Loos,  
Notary Public.  
8.4.30.—*contd.*

2. (a) All that portion depicted as lot B in plan No. 491 dated 14th March 1922 made by A. M. Perera Licensed Surveyor of the land called Keeriyankalliyawatta situate at Keeriyankalliya aforesaid portion being bounded on the North by the portion of this entire land depicted as lot A in the said plan No. 491; East by the land described in T. P. No. 161006 presently of the said defendant; South by the District Boundary Road leading to Kurunegala and on the West by the high road leading to Puttalam from Chilaw containing in extent 9 acres 2 roods and 16 perches and registered under E 10/22 together with the trees plantations and buildings standing thereon as a primary mortgage.

3. (a) All that portion depicted as lot A in the aforesaid plan No. 491 of the land called Keeriyakalliyawatta situate at Keeriyankalliya aforesaid the said portion being bounded on the North by the land described in T. P. No. 166254 and by the foot path; East by the land described in T. P. No. 161006 presently of the said defendant; South by the other portion of this entire land just above described and on the West by the high road leading from Chilaw to Puttalam containing in extent 9 acres 2 roods and 16 perches and registered under E 10/261 together with the trees plantations and buildings standing thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391.

4. (a) All that allotment of land called Keeriyankalli situated at Keeriyankalli aforesaid bounded on the North by the Crown land called Keeriyankalli and by the reservation; East by the Crown land called Keeriyankali; South by a road and on the West by the land described in T. P. No. 159263 (which was since divided into two and the two portions into which it was so divided are described above under headings 2 (a) and 3 (a) and both the said portions now belonging to the said defendant containing in extent 12 acres 2 roods and 35 perches according to T. P. No. 161006 and registered under F17/126 together with the trees plantations and the buildings thereof as a secondary mortgage subject only to the Primary Mortgage created thereon under the aforesaid bond No. 391.

5. (a) All that allotment of land called Keeriyankalliya situate at Keeriyankalliya aforesaid bounded on the North, East and South by the land described in T. P. 159263 and on the West by the Reservation along the road containing in extent 32 perches according to T. P. No. 239525 and registered under E 10/248 together with the trees plantations and buildings thereon as a secondary mortgage subject only to the primary mortgage created thereon under the said bound No. 391.

6. (a) All that allotment of land called Keeriyankalliya situated at Keeriyankalliya aforesaid bounded on the North by the reservation along the bund of the tank called Keeriyankalliya wewa;

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East by the field of the said defendant ; South by the road leading to Andigama and from there to Kurunegala from Chilaw ; and on the West by the land described in T. P. No. 161006 (now the property of the said defendant) containing in extent 3 acres 3 roods and 36 perches as a primary mortgage.

(1) Which said several allotments of land described above under headings 1 (a) to 6 (a) both inclusive adjoining each other and now form one property called and known as Keeriyankalliya Estate situate at Keeriyankalliya aforesaid and as such one property is depicted in figure of Survey No. 1531 dated 14th December 1929 made by A. M. Perera Licensed Surveyor and is accordingly bounded on the North by the land of Mr. K. D. Victor and by the land of Muttur Suppiah and by the tank Keeriyankalliya wewa ; East by the tank called Keeriyankalliyawewa and by the field of the said defendant ; South by the Compass Road leading from Chilaw to Andigama and on the West by the high road leading from Chilaw to Puttalam and is found to contain 42 acres and 9 perches and registered under H 61/37. 10

7. (b) All that allotment of land called Oyalanga Mukalana *alias* Kapuhena-kotuwa and Polwatta situate at Angunuwila in Rajakumara Wannipattu of the Puttalam Pattu Division in the District of Puttalam aforesaid and bounded on the North by Oyalanga Mukalana said to belong to the Crown East by T. P. 346689 ; South by T. Ps. 331136 and 269278 and West by the reservation along the road containing in extent 14 acres and 26 perches according to title plan No. 386292 together with the trees, plantations and the buildings thereon as a Primary Mortgage. 20

8. (b) All that allotment of land called Angunuwila Mukalana situate at Angunuwila aforesaid and bounded on the North by Crown land (which now belong to the defendant and described above under heading 7 (b) ; East by Crown land (now the property of the said defendant described in T. P. No. 319467) and by the land in T. P. No. 217298 (now owned by K. D. Francis Xavier) South by T. P. No. 245392 and by Crown land (both now the property of K. D. Francis Xavier) and on the West by the reservation along the road containing in extent 14 acres 3 roods and 30 perches according to T. P. No. 269278 and registered under E 8/117 together with the trees plantations and the buildings thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391. 30 40

9. (b) All that allotment of land called Kapuruhena Mukalana situated at Angunuwila aforesaid and bounded on the North and East by Crown lands (the property now of the said defendant described in title Plans Nos. 386292 and 331136 ; South by land described in T. P. 217298. The property now of K. D. Francis Xavier) and on the West by the land described in T. P. 269278

(the property of the said defendant described under heading 8 (b) containing in extent 10 acres and 30 perches according to Title plan No. 319467 and registered under E 11/284 together with the trees, plantations and buildings thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391.

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Notary Public,  
8.4.30—*contd.*

10 10. (b) All that allotment of land called Kapuruhena watto and Kapuruhena Kotuwa *alias* Kapuruhena Mukalana situate at Angunuwila aforesaid bounded on the North by Hapuruhena Mukalana said belong to the Crown (the property appearing in T. P. 386292 now of the said defendant and described herein above under heading 7 (b) ; East by lot 2 in T. P. 4820 (the property appearing in T. P. No. 346689 now of the said defendant and described below under heading 11 (b) South by the land in T. P. 217298 (the property of K. D. Francis Xavier) and on the West by the land appearing in T. P. No. 319467 (the property of the said defendant and described above under heading 9 (b) herein) containing in extent 10 acres and 17 perches according to T. P. No. 331136 and registered under E 11/285 together with the trees plantations and the buildings  
20 thereon as a secondary mortgage subject only to the Primary Mortgage created thereon under the aforesaid bond No. 391.

30 11. (b) All that allotment of land called Kapuruhenawatta *alias* Kapuruhena Mukalana situate at Angunuwila aforesaid bounded on the North by Kapuruhena Mukalana said to belong to the Crown and by T. P. 275262 (the property of Ponniah Mudalaly South by T. P. 217298 (the property of K. D. Francis Xavier) and on the West by T. P. 331136 and by Kapuruhena Mukalana said to belong to the Crown (which is the land appearing in T. P. 386292 and described above under heading 7 (b) containing in extent  
30 15 acres 3 roods and 14 perches according to title plan No. 346689 and registered under E 11/286 together with the trees plantations and the buildings thereon as a secondary mortgage subject only to the Primary Mortgage created thereon under the aforesaid bond No. 391.

40 2. Which said several allotments of land described above under headings 7 (b) to 11 (b) both inclusive adjoin each other and from one property called and known as Angunuwila Estate situate at Angunuwila aforesaid and as such is depicted in Figure of Survey No. 1532 dated 14th December 1929 made by A. M. Perera Licensed Surveyor and is accordingly bounded on the North by the Crown Jungle ; East by the Crown Jungle and by the land of Ponniah Mudalaly ; South by the land of K. D. Francis Xavier and on the West by Gansabawa road and is found to contain 65 acres 3 roods and 6 perches and registered under H 61/38.

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No. 533  
attested by  
P. J. Loos,  
Notary Public.  
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12. From and out of the northern undivided half share of the land called Welawel Mukalana situate at Tharakudawila in Anavulundun Pattu of Pitigal Korale in the District of Chilaw North Western Province the entire land being bounded on the North by the reservation along the road, East by the land called Welawel Mukalana said belong to the Crown, South by the land called Welawel Mukalana said to belong to the Crown and by the reservation along the road and on the West by the land appearing in T. P. 159649 containing in extent 47 acres 1 rood and 26 perches and registered under D 22/227 excluding a road six feet wide towards the western boundary the undivided <sup>2</sup>/<sub>3</sub> shares of the remaining undivided extent of the said northern half share which is in extent 23 acres 2 roods and 33 perches together with all the trees and plantations and buildings standing thereon as a secondary mortgage subject only to the primary mortgage created thereon under bonds No. 391 aforesaid and No. 466 dated 21st May 1926 attested by T. Q. Fernando Notary Public and which said undivided <sup>2</sup>/<sub>3</sub> shares are now possessed by the said defendant dividedly and as such divided block is depicted in plan No. 1534 dated 14th December 1929 made by A. M. Perera Licensed Surveyor and is accordingly bounded on north by the Compass road from Keeriyankalliya to Andigama, East by the portion of the said entire land Welawel Mukalana belonging to Bedadicta Obris, South by land of Nalliah Ex Udayar and on the West by the cart road and is found to contain according to the said plan No. 1534 18 acres and 38 perches together with all the trees plantations and bungalows stores sheds and other buildings standing thereon and registered under D 42/166.

13. From and out of all that land comprised of the contiguous allotments called Siyambalagahawatta Mukalana and Ihalawela Mukalana in extent 8 acres and 16 perches described in the T. P. No. 249391 and registered under E 11/283 Siyambalagahawatta in extent 3 acres 1 rood and 34 perches described in T. P. No. 245390 and the portion dividedly possessed for and in lieu of the undivided half share towards the Eastern side from and out of the land called Madangahawatta in extent 1 acre 3 roods and 20 perches described in T. P. No. 245389 and registered under E 4/53 situate at Angunuwila aforesaid and bounded on the North by lands claimed by natives, by Crown land and by the reservation along the road East and South by the reservation along the road and on the West by the Western half part of Madangahawatta registered under E 4/53 belong to Hetuhamy containing in extent 12 acres 2 roods and registered under E 4/205 excluding the undivided portion in extent 4 acres from the Western side gifted to the Roman Catholic Church at Angunuwila the remaining undivided extent together with all the trees plantations and the buildings standing thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid Bond No. 391 and which said remaining undivided

extent of the said land 12 acres 2 roods is now possessed by the the said defendant dividedly and as such divided block is depicted in plan No. 1533 dated 14th December 1929 made by A. M. Perera Licensed Surveyor and is accordingly bounded on the north by the field of the said defendant by the Crown Jungle and by the Gansabawa road, East by the Gansabawa road, South by the Compass road from Keeriyankalliya to Andigama and West by the land belonging to the Roman Catholic Church and is found to containing according to the said plan No. 1533 nine acres 3 roods and  
10 23 perches and registered under H 61/39.

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by P. J. Loos,  
Notary Public.  
8.4.30—contd.

14. All that land called Dangahawatta *alias* Ihalagahawatta or Dangahawattekele comprised of the contiguous allotments described below under headings (a), (b) and (c) situate at Angunuwila aforesaid bounded on the North and East by Dowata Road, South by the road leading from Keeriyankalliya to Andigama and on the West by the land of Ponniah and others containing in extent 6 acres and 2 perches together with all the trees, plantations and the buildings standing as a primary mortgage and the said land is comprised as aforesaid of the following to wit:—

20 (a) All that allotment of land called Dangahawatta Ihalagahawatta situate at Angunuwila aforesaid bounded on the North by the Dewatapara; East by the land of Elaris Perera and South and West by lands belonging to Appuhamy containing in extent ground sufficient for sowing eight scers of kurakkan and registered under E 5/172 but the said land is otherwise said to be bounded on the North by Dewatapara; East by the fence of the land belonging to Elaris Perera; South by the fence of the land belonging to Ponniah and others and West by the  
30 fence of the land belonging to Appurala and is said to contain one acre one rood and 23 perches and as such is registered under H 57/241.

(b) All that allotment of land called Dangahawatta depicted as lot G 702 situate at Angunuwila aforesaid bounded on the North and East by the land claimed by villagers, South by the reservation along the road and West by the land described in T. P. No. 173751 and by the land claimed by villagers containing in extent 3 acres and 9 perches according to Title Plan No. 200295 and  
40 registered under E 4/110.

(c) All that allotment of land called Dangahawattakele situate at Angunuwila aforesaid bounded on the North by land claimed by natives; East and South by reservation along the road and West by lot 2837 in T. P. 4524 containing in extent 2 roods and 10 perches.

P. 2  
Mortgage Bond  
No. 533 attested  
by P. J. Loos,  
Notary Public.  
8.4.30—*contd.*

15. All that allotment of land called Welaboda Payarugahawatta situate at Marawila in Yatikalam Pattu of Pitigal Korale in the District of Chilaw aforesaid bounded on the North by the land of Elaris Fernando Appuhamy ; East by the land of Carolis Dabarera and others ; South by the garden of Antony and West by the Sea Shore containing in extent 8 acres more or less and registered under M 97/14 but the said land according to the survey and description thereof as per Figure of Survey No. 1157 made by H. A. Pandithasekera Licensed Surveyor on 22nd February 1905 is otherwise called Welabodawatta situate at Marawila aforesaid and bounded according to the plan on the North by land claimed by Elaris Fernando ; South by the land of Joranis Fernando ; East by the land claimed by Carnis Dabrera and others and on the West by the Sea Shore and is found to contain 7 acres and 32 perches together with all the trees plantations and buildings standing thereon and the soil appertaining thereto as a primary mortgage and registered under M 97/14. 10

16. From and out of all that allotment of land called Siyambalagahawatta situate at Marawila aforesaid bounded on the North by the Oya called Gembraneya ; East by the Alamba (salt marsh) South by the land belonging to Andappa and on the West by the Sea Shore containing in extent 3 acres more or less registered M 53/259 excluding only from the coconut plantation the  $\frac{1}{2}$  share given as planting trouble the remaining  $\frac{2}{3}$  shares of the coconut plantation together with all the trees plantations appearing thereto and the entirety of the soil and all the buildings standing thereon as a primary mortgage but the said allotment of land according to a recent survey and description thereof as appearing in figure of survey No. 269 dated 25th September 1925 made by Edmund C. Peries Licensed Surveyor is otherwise said to be bounded on the North and East by Gembraneya Oye ; South by land of Mary Fernando and others and on the West by Sea Shore and is found to contain 4 acres 1 rood and 4 perches according to the said plan No. 260 and registered under M 53/259. 20 30

17. From and out of all that allotment (being the Southern divided half part) of the land called Welabodawatta situate at Marawila aforesaid the said allotment being bounded on the north by the other part of the said land Welabodawatta which formerly belonged to Elaris Fernando and which now belongs to Pedro Fernando and others ; East by the land of Allinu Perera and others ; South by the road leading to the Sea Shore and on the West by the sea shore containing in extent 5 acres more or less and registered under M. 95/132 excluding the undivided portion along the Northern boundary containing 15 coconut trees with the soil appertaining thereto and a further undivided portion along the sea shore towards the South Western side containing 4 coconut trees and the soil appertaining thereto the remaining undivided portion together with all the 40

trees plantations and the buildings standing thereon and the soil appertaining thereto as a primary mortgage and which said undivided portion out of the said allotment in extent 5 acres is now possessed dividedly by the said defendant and as such is depicted as lot B in plan No. 264 dated 25th September 1925 made by Edmund C. Peries Licensed Surveyor and accordingly bounded on the North by the land of Pedro Fernando and others and by the portion of this land in extent 28 perches depicted as lot A in the said plan No. 264 belonging to W. Cornelis Fernando which represents the portion containing  
 10 13 coconut trees as above recited is by the land of Allinu Perera and others ; South by the road leading to the sea shore and on the West by the portion of this land in extent 1.5 perches belonging to W. Cornelis Fernando depicted as lot C in the said plan No. 264 which represents the above mentioned portion containing 4 coconut trees and by the sea shore and is found to contain 3 acres and 3 perches according to the said plan No. 264 and registered under M 117/111.

P. 2.  
 Mortgage Bond  
 No. 533 attested  
 by P. J. Loos,  
 Notary Public.  
 8. 4. 30—contd.

18. From and out of all that allotment of land called Siyambalahawatta situate at Marawila in Yatakalam Pattu aforesaid bounded on the North by Gembraneya oya ; East by the Gembraneya Oya ;  
 20 by the land of Marshal Perera Peace Officer ; South by the land of Warnakulasuriya Elaris Fernando Appuhamy and on the West by the sea shore containing in extent 6 acres more or less and registered under M 42/326 the undivided 7/18 share together with all the trees plantations and buildings standing thereon and the soil appertaining thereto as primary mortgage and which said undivided 7/18 shares are now possessed by the said defendant dividedly towards the Southern side and as such divided block is depicted in plan No. 268 dated 25th September 1925 made by Edmund C. Peries Licensed Surveyor and is accordingly bounded on the North by the portion  
 30 of the same land ; East by the Gembraneya Oya ; South by the land of W. Elaris Fernando and on the West by the sea shore and is found to contain in extent 3 acres 2 roods and 34 perches according to the aforesaid plan No. 268 and registered under M 117/112.

19. All that Northern portion depicted as lot 257 of the land called Paragahayaya Moderwellawatta being a part of Moderawellawatta bearing No. 2 situate at Marawila aforesaid the said Northern portion being bounded on the North by a part of the 1/3 share of this land belonging to the said defendant as the planter's share ;  
 40 East by the land of Mathies Fernando and others ; South by the portion of this land depicted as lot 258 and on the West by the sea shore containing in extent 2 acres 3 roods and 30 perches and registered under M 72/57 together with all the trees plantations and the buildings standing thereon as a primary mortgage and the said portion of land is divided and distinct part of all that land called Moderawellawatta bearing No. 2 situate at Marawila aforesaid bounded on the



P. 2.  
Mortgage Bond  
No. 533 attested  
by P. J. Loos,  
Notary Public.  
8.4.30—*contd.*

North by lot No. 1 of this land ; East by land of Antony Lowe ;  
South by the portion of this land bearing No. 3 and on the West  
by the sea shore containing in extent 8 acres 3 roads and 5 perches  
and registered under M 72/57.

This the 22nd day of June 1933.

Sgd. L. H. DE ALWIS,  
*DISTRICT JUDGE.*

IN THE DISTRICT COURT OF NEGOMBO

MENA SOONA OONA SOCKALINGAM CHETTYAR by  
his attorney, MOONNA KARUPANA PULLE of 10  
Negombo ..... Plaintiff.

No. 7,365. Vs.

WARNAKULA ADITTA ARSANILA ISTA DON ELARIS  
PERERA APPUHAMY OF MARAWILA AND  
ANOTHER..... Defendants.

On this 22nd day of May, 1933.

The answer of the 1st defendent abovenamed appearing by  
Sylvester Claude Sansoni his proctor states as follows :—

1. Answering to paragraphs 1, 2 and 3 of the plaint the 1st  
defendent admits the execution of the Mortgage Bond sued upon. 20
2. Answering to paragraph 4 of the plaint the 1st defendent denies  
that a sum of Rs. 500 only has been paid as and for interest on the  
said bond.
3. Answering to paragraph 5 of the plaint defendent denies  
that Rs. 7,625 is due as interest.
4. Further Answering defendent states that interest has been  
paid up to 6th April, 1932, and thereafter a further sum of Rs. 500  
was paid as interest.
5. The properties secured to the plaintiff by the said hypothecation  
are well worth Rs. 40,000 even in these days when values of property 30  
have decreased.

Wherefore consenting to judgment for the principal sum and such  
interest and Court may find justly due to plaintiff, defendent  
further prays that Order to Sell may not issued for 3 years and for  
such other and further relief as to this Court may seem meet.

Sgd. S. C. SANSONI,  
*Proctor for 1st Defendant.*

## IN THE DISTRICT COURT OF NEGOMBO

MENA SOONA OONA SOCKLINGAM CHETTYAR by his  
attorney MUNA KARUPPANA PULLE of Negombo ...Plaintiff.

P 2.  
Mortgage Bond  
No. 533 attested  
by P. J. Loos  
Notary Public.  
8.4.30—contl.

No. 7,365.

Vs.

(1) WARNAKULA ADITTA ARSANILAITTA DON ELARIS  
PERERA APPUHAMY OF MARAWILA, (2) WARNA-  
KULASURIYA ELARIS DABRERA of Gangoda,  
Marawila ..... Defendants.

10 6.11.41. The defendant having paid plaintiff's claim and costs,  
Proctor for plaintiff moves that satisfaction of decree be entered.

He also moves to have back from the record bond No. 533 to  
register the discharge.

Payment of plaintiff's claim and costs is hereby certified and  
satisfaction of decree entered.

Return bond duly discharged to be brought back to Court on  
27.11.41.

Sgd. V. E. RAJAKARIER,  
District Judge.

20 True Copy of Plaintiff, Decree, Answer, Mortgage Bond No. 533  
and Journal entry dated 6.11.41 filed of record in D. C. Negombo  
case No. 7,365.

Sgd. \_\_\_\_\_,  
Secretary,  
3.3.49

## P3

Mortgage Bond No. 2339

## TRANSLATION

Prior Registration : Search Dispensed With.

(2). M 97/14, (7)C 39/247, (8)M 90/177, (9)M 97/12, (11)M 36/379

30 True Copy

Lands 16.

P 3.  
Mortgage Bond  
No. 2339  
attested by  
T. P. M. Fer-  
nando, Notary  
Public.  
8.3.31.

No. 2339

P 3.  
Mortgage Bond  
No. 2339  
attested by  
T. P. M. Fer-  
nando, Notary  
Public.  
8.3.31—contd.

## MORTGAGE BOND Rs. 20,000.00

KNOW ALL MEN BY THESE PRESENTS

I, Waranakula Addittye Arsanila Itta Don Elaris Perera Appuhamy of "Seelini", Marawila in Yatakalam of Pitigal Korale in the District of Chilaw, have this day borrowed counted and received a sum of Rupees Twenty Thousand (Rs. 20,000) of Lawful money of Ceylon from Warnakulasuriya Elaris Dabarera Appuhamy of Marawila aforesaid in full.

Wherefore hereby renouncing the benefit of saying that the consi- 10  
deration has not been counted and received, I the said Debtor for  
myself and for my heirs executors and administrators have hereby  
promised and bound to pay interest thereon at the rate of twelve  
per centum per annum for the lapsing period from the expiry of two  
months from this date (without paying any interest for the first two  
months from this date as two months interest having been paid  
in full on this date), at the commencement of each such two months  
and to receive receipts, and in default of payment of interest at the  
commencement of any two months, three months time should be 20  
given in full from that date, and in default of payment of  
interest within that period, thereafter, or on the date of the  
expiry of the three months from the date of default of payment  
of interest, the Creditor should be allowed to possess and enjoy  
the income and produce obtainable from the property hereinafter  
mentioned and hypothecated in lieu of interest and to pay the  
said principal sum on demand by the said Creditor or by his heirs  
executors administrators and assigns and to obtain a discharge  
of the same.

And for the more prefect assurance of the payment of the said 30  
principal sum of Rupees Twenty Thousand and the possession  
in lieu of interest of the income and produce and the payment  
of the interest accruing in the aforesaid mannar I have hereby  
mortgaged and hypothecated the property described in Schedule  
in No. 1 hereto as a first or primary mortgage, the property described  
in the Schedule No. 2 hereto as a secondry mortgage and the  
property described in the Schedule No. 3 hereto as a tertiary  
mortgage to and with the said Creditor Warnakulasuriya Elaris  
Dabarera Appuhamy and his heirs executors, administrators, and  
assigns, together with the right title and interest of me the said  
debtor thereto.

And I the said Debtor do hereby declare that I have the lawful right 40  
and due authority to mortgage the said property hereby hypothecated  
in the aforesaid manner and that during the existance of  
this mortgage or until the same is duly discharged in the aforesaid

manner I the said debtor will not do any act against these presents to invalidate the same or to have the same imperfect or to deteriorate the property hereby mortgaged in value.

And I the said Debtor for myself and for my aforewritten have hereby further promised and bound to and with the said Creditor and his aforewritten for the true performance of the condition herein contained.

P 3.  
Mortgage Bond  
No. 2339  
attested by T. P.  
M. Fernando,  
Notary Public.  
8.3.31—contd.

THE AFORESAID SCHEDULE MARKED NO. 1

10 All that allotment of land called "Demanhandiya Mukalana" situate at Kuda Kumbukkadawala in Rajakumara Wannu Pattu of Puttalam Pattu in the District of Puttalam, North Western Province and bounded on the North and East by the land of the Crown, South by the strip of land reserved along the Road and on the West by the strip of land reserved along the foot path and containing in extent within the said boundaries Seven Acres, One Rood and Thirteen Perches (7a. 1r. 13p.) together with the plantations productives buildings and all such things and the soil appertaining thereto and uninterruptedly held and possessed by me the said Debtor by virtue of the Crown Grant dated 14th day of December 1914, to  
20 which plan bearing T. P. No. 309713 is annexed are included in the schedule marked No. 1.

THE AFORESAID SCHEDULE MARKED NO. 2.

All that allotment of land called Wellabada Payurugahawatta situate at Marawilla in Yatakalam Pattu of Pitigal Korale in the District of Chilaw, North Western Province and bounded on the North by the lands claimed by Elaris Fernando, East by the land claimed by Karanis Dabarera and others, South by the land of Joranis Fernando and on the West by the Sea Shore and containing in extent according to Plan No. 1157 surveyed and made by  
30 Mr. H. A. Pandithesekare Licenced Surveyor within the said boundaries Seven Acres and Thirty Two Perches (7a. Or. 32P.) and held and possessed uninterruptedly by me the said Debtor by virtue of deed of Gift No. 15848 dated 24th day of October 1899 and attested by L. P. Silva, Notary Public.

3. All that allotment of land called Siyambalagahawatta situate at Marawila aforesaid and bounded according to Plan No. 268 surveyed and made by Mr. E. C. Peiris, Licenced Surveyor, on the North by the portion of this land, East by the Gembrandi Oya, South by the land of W. Elaris Fernando and on the West by the Sea  
40 Shore and containing in extent within the said boundaries Three Acres, Two Roods and Thirty Four Perches (3a. 2r. 34p.) and uninterruptedly held and possessed by me the said debtor by virtue of a deed of gift now not forthcoming.

P 3.  
Mortgage Bond  
No. 2339  
attested by T.  
P. M. Fernando,  
Notary Public.  
8.3.31—contd.

4. All that allotment of land called Siyambalagahawatta situate at Marawila aforesaid and bounded according to Plan No. 269 surveyed and made by the said Surveyor on the North and East by the Gembrandi Oya, South by the land of Mary Fernando and others, and on the West by the Sea Shore and containing in extent within the said boundries four acres, one rood and four perches (4a. 1r. 04p.) out of which the Northern portion containing in extent Two acres Three Roods and Thirty One perches together with the plantations, productives and the soil appertaining thereto ; and the Southern portion containing in extent one acre, one rood and thirteen perches exlusing of the plantations and productives and so forth appertaining thereto but only the soil appertaining thereto and held and possessed by me the said Debtor by virtue of a deed now not forthcoming. 10

5. All that portion marked lot " B " out of the allotment of land called " Wellabadawatta " situated at Marawila aforesaid and bounded on the North by the land belonging to Peduru Fernando and others and the portion marked Lot " A " belonging to W. Cornelis Fernando, East by the land belonging to Allinu Perera and others South by the Road and on the West by the Sea Shore and the portion marked Lot " C " belonging to W. Cornelis Fernando and containing in extent within the said boundaries according to Plan No. 264 surveyed and made by the said Surveyor Three Acres and Three Perches (3a. 0r. 3p.) and uninterruptedly held and possessed by me the said Debtor by virtue of a deed now not forthcoming. 20

6. After excluding one hundred (100) coconut trees exclusive of the soil to the planters, the entire soil and the remaining plantations and so forth appertaining to the " Wellabada Payurugahayaya Welle Watta " situate at Marawila aforesaid and bounded on the North by the land No. 2 herein described, East by the land belonging to the heirs of Marthinu Fernando, South by the land of Caithan Fernando and on the West by the Sea Shore and containing in extent within the said boundaries Two Acres, Three Roods and Twenty Perches (2a. 3r. 20p.) and uninterruptedly held and possessed by me the said Debtor by virtue of a deed now not forthcoming. 30

7. All that two forth share portion (after excluding a cart road from the Eastern boundary up to the Western boundary) standing to the East of the one fourth share on the Western side belonging to Henry Fernando and others, from and out of the portion of the land called " Nugagahayaya " situate at Pambala in Munnessaram Pattu of Pitigal Korale aforesaid and bounded on the North by the portion of this land belonging to Abaran Thamel Appuhamy, East by the land belonging to Peduru Perera Ranasinghe, South by the portion of this land belonging to Albertu Fernando Annavirala and on the West by the High Road and containing in extent 40

within the said boundaries Twenty Two Acres, and which said two fourth share portion is bounded on the North by the land belonging to the heirs of Abran Thamel Appuhamy, East by the one fourth share portion of this land belonging to Catherine Obris South by the land belonging to the heirs of Albertu Fernand and on the West by the one fourth share portion belonging to Henry Fernando and others and containing in extent within the said boundaries about Eleven Acres (11a.0r.0p.) and held and possessed by me the said Debtor by virtue of the aforesaid deed of gift No. 15848 and by virtue of a deed now not forthcoming.

P 3.

Mortgage Bond  
No. 2330  
attested by  
T. P. M. Fer-  
nando, Notary  
Public.  
8.3.31—contd.

10

8. All that undivided half ( $\frac{1}{2}$ ) share on the Southern side from and out of the land formed of the three contiguous lands bearing Nos. 5831, 3911 and 5832 situate at Kuppayawila appertaining to Thalwila in Yatakalam Pattu aforesaid and bounded on the North by the land of Mudaliyar Amarasckere, East by the Alamba and the Odo, South by the Gembrandiya and on the West by the Sea Bank and containing in extent about Thirty Two Acres (32a. 0r. 0p.) and held and possessed by me the said Debtor by virtue of the aforesaid deed of Gift No. 15848 and by virtue of a deed now not forthcoming.

20

9. All that the remaining undivided portion of land after excluding the portion in extent about One Acre hereinbefore conveyed unto Wilfred Obris from and out of the undivided half share from and out of the land formed of the lands called "Kohombagahawatta", Bombigahawatta and another portion of land situate at Hattiniya in Yatakalam Pattu aforesaid and bounded on the North by the land belonging to Nicholas Henry Pietersz Annavi and others, East by the garden belonging to the heirs of Petheha Dudaya and others, South by the garden belonging to Jayasekere Mudalige Isohamy and others and on the West by the High Road and containing in extent Ten acres (10a. 0r. 0p.) and held and possessed by me the said Debtor by virtue of the aforesaid Deed of Gift No. 15848.

30

10. All that allotment of land called Kajugahawatta situate at Hattiniya aforesaid and bounded on the North by the aforesaid land marked No. 9, East by the lands belonging to Maria Augustin Theresa Perera, South by the lands belonging to the heirs of Scolonnia Obris and to Horathala and on the West by the high road and containing in extent within the said boundaries about Three Acres (3a. 0r. 0p.) and held and possessed by me the said Debtor by virtue of a Deed now not forthcoming.

40

11. All that allotment of land called "a portion of Thal-gahawatta" situate at Marawila aforesaid and bounded on the North by the Kadaimpara, East by the Devata Road, South by the land of Don Hendrick Appuhamy and on the West by the land of Don Allinu Perera Appuhamy and containing in extent Three

P 3.  
Mortgage Bond  
No. 2339  
attested by  
T. P. M. Fer-  
nando, Notary  
Public.  
8.3.31—*contd.*

Acres, One Rood and Nineteen Perches (3a.1r.19p.) and held and possessed by me the said Debtor by virtue of the aforesaid deed of Gift No. 15848.

12. All that undivided portion of land on the Northern side containing in extent Fourteen Acres from and out of the land called "Angunawila Watta" situate at Angunawila in Rajakumara Wannu Pattu aforesaid and bounded on the North by the Crown land, East by the Crown land and by the land belonging to Ponniah Mudalali, South by the land belonging to K. D. Francis Xavier and on the West by the Gansabawa Road and containing in extent within the said boundaries according to Plan No. 1532 surveyed and made by Mr. A. M. Perera Licensed Surveyor which is now not forthcoming, sixty five acres three roods and six perches (65a.3r.6p.) and held and possessed by me the said Debtor by virtue of five Deeds which are now not forthcoming, together with all the plantations, productives, buildings and the soil appertaining to the said lands and the portions of lands and all things appertaining thereto are included in the schedule marked No. 2 hereof.

10

THE AFORESAID SCHEDULE MARKED NO. 3

20

13. All that allotment of land called Keeriyankalliya Watta situate at Keeriyankalliya in Rajakumara Vanni Patu aforesaid and bounded according to Plan No. 1531 surveyed and made by the said surveyor now not forthcoming on the North by the lands belonging to K. D. Victor and to Muthu Suppiah and by Keeriyankalliya Tank and by the field belonging to me the said Debtor, South by the Compass Road leading from the Puttalam-Chilaw High Road to Andigama and on the West by the Puttalam-Chilaw High Road and containing in extent within the said boundaries Forty Two Acres and Nine Perches (42a.0r.9p.) and held and possessed by me the said Debtor by virtue of several deeds now not forthcoming.

30

14. After excluding the undivided portion of land on the Northern side containing in extent Fourteen Acres the remaining portion of land from and out of the aforesaid land called "Angunuwila Watta" situate at Angunawila aforesaid and bounded on the North by the Crown land, East by the Crown land and by the land belonging to Ponniah Mudalali, South by the land belonging to K. D. Francis Xavier and on the West by the Gansabawa Road and containing in extent within the said boundaries according to the aforesaid plan No. 1532 sixty five acres, three roods and six perches (65a.3r.06p.) and held and possessed by me the said Debtor by virtue of five deeds now not forthcoming.

40

15. All that allotment of land called Siyambalagahawatta situato at Angunawila aforesaid and bounded on the North by the field belonging to me the said Debtor, by the Crown land and by the Gansabawa Road, East by the Gansabawa Road, South by the Compass Road leading from Keeriyankalliya to Angunawila and on the West by the land belonging to the Roman Catholic Road and containing in extent Nine Acres, Three Roods and Twenty three Perches (9a.3r.23p.) and held and possessed by me the said Debtor by virtue of two deeds now not forthcoming and which said boundaries and extent are according to Plan No. 1533 surveyed and made by the aforesaid Surveyor which is now not forthcoming.

P 3.  
Mortgage Bond  
No. 2339  
attested by  
T. P. M. Fernando, Notary  
Public.  
8.3.31—contd.

16. All that allotment of land called "Welawel Mukalana" situato at Tharakudivilluwa in Anavulundan Pattu of Pitigal Korale in the District of Chilaw aforesaid and bounded according to Plan No. 1534 surveyed and made by the aforesaid Surveyor now not forthcoming on the North by the Compass Road leading from Keeriyankalliya to Andigama, East by a portion of this land belonging to Benedicta Obris, South by the land belonging to Nalliyah Retired Udayar and on the West by the cart road and containing in extent within the said boundaries Eighteen Acres, and Thirty Eight Perches (18a.0r.38p.) and held and possessed by me the said Debtor by virtue of three deeds now not forthcoming together with all the plantations, productives and the soil appertaining to the aforesaid lands and portions of lands and everything appertaining thereto are included in the said schedule marked No. 3.

In witness whereof I the said Debtor Warnakula Adittye Arsanilla Itta Don Elaris Perera Appuhamy have hereunto and to two other writings of the same tenor as these presents set my hand at Marawila on this Eighth day of March in the Year One Thousand Nine Hundred and Thirty One.

Sgd. Don Elaris Perera Appuhamy in English.

*Witnesses :*

We the witnesses hereto do hereby affirm and declare that we are well acquainted with the executant hereof and know his full name occupation and residence.

Sgd. Peduru Fernando in Tamil.

Sgd. Edwin Ligori Silva in English.

Sgd. T. Peter M. Fernando, N. P.



P 3.  
Mortgage Bond  
No. 2339  
attested by  
T. P. M. Fernando, Notary  
Public.  
8.3.31—contd.

I, Tantullege Peter Marshall Fernando Gunawardhene of Marawila in Chilaw District in the Island of Ceylon Notary Public do hereby truly certify and attest that the foregoing Instrument having been read over and explained by me to the within named executant Warnakula Adittaya Arasanila Itta Don Elaris Perera Appuhamy who is said to be known to the said witnesses in the presence of Warnakulasuriya Peduru Fernando of Talwila and Franciscu Hettige Edwin Ligori Silva of Marawila the subscribing witnesses hereto who are known to me the same was signed by the said Don Elaris Perera Appuhamy, by the said witnesses and by me in my presence and in the presence of one another all being present at the same time at Marawila on this Eighth day of March in the Year One Thousand Nine Hundred and Thirty One.

10

And I further truly certify and attest that out of the sum of Rupees Twenty Thousand the consideration mentioned in the foregoing deed Rupees Eighteen Thousand and Six Hundred (Rs.18,600) was set off for the principal and interest due upon Promissory Note dated 6th day of March 1927, Rupees Four Hundred (Rs.400) was set for the interest for the first two months and the balance sum of Rupees One Thousand (Rs. 1000) was paid in my presence and that the duplicate thereof bears five stamps of the value of Rupees One Hundred and Seventy Seven and the Original one stamp of the value of One Rupee and that the said six stamps were supplied by me.

20

(Seal)

Sgd. T. PETER M. FERNANDO,  
Notary Public.

Attested on this 8th  
day of March 1931

}

Seal

“ I do hereby certify that this is a true copy bearing a \_\_\_\_\_ stamp of One Rupee issued at the request of W. Don Elaris Perera Appuhamy, the Debtor hereof.

30

Attested on this 20th  
day of May 1935

}

Sgd. T. PETER M. FERNANDO,  
Notary Public.

“ Translated by ”

Sgd.

Sworn Translator  
D. C. Chilaw.

171

3 D 1

Receipt No. 102

TRANSLATION

3 D 1.  
Receipt No. 102.  
6.4.32.

M. S. O. Negombo  
6th April 1932

10 On the sum of Rupees Fifty thousand (Rs. 50,000) due on Bond from Warnakulaaditha Arasanelaitta Elaris Perera of Marawila, of the sum of Rupees one thousand one hundred and sixty five (Rs. 1165) due as interest up till 30th November 1930, received on the 17th November 1931 Rs. 500 (Five hundred) less that amount received from him this day the sum of Rupees Six hundred and sixty five (Rs. 665) as interest-Profit.

Signed on a five cents stamp.

Sgd. : M. S. O. SOCKALINGAM CHETTIAR.

6.4.32.

Translated by

Sgd. : \_\_\_\_\_,

S. T. D. C. Colombo

Colombo, 30.9.55.

20

3 D 2

Receipt No. 103

TRANSLATION

3 D 2.  
Receipt No. 103.  
6.4.32.

A. R. 2

M. S. O.  
Negombo.  
6th April 1932.

Receipt No. 103

On the sum of Rupees Twenty five thousand (Rs. 25,000) due on bond from Warnakula Aditha Arasanillaitta Elaris Perera of

8 D 2.  
Receipt No. 103  
6.4.32—contd.

Marawila, received on the 14th October 1931 as for interest due up till the 7th December 1930 Rupees Five hundred and sixty (Rs. 560) only and this shall be the receipt therefor.

Signed on a five cents stamp.

Sgd. M. S. O. SOCKALINGAM CHETTIAR.  
6.4.32.

Translated by

Sgd : . . . . .  
S. J. D. C. Colombo,  
Colombo, 30.9.53.

10

P 4.  
Decree of the  
District Court  
Negombo in  
D. C. Case  
No. 7365.  
23.6.33.

P 4

**Decree of the District Court**

**Negombo in D. C. Case No. 7365**

**DECREE**

No. 7365.

**IN THE DISTRICT COURT OF NEGOMBO**

Mena Soona Oona Sockalingam Chettyar By His attorney Muna  
Karuppana Palle of Negombo .....  
..... Plaintiff.

Vs.

20

1. Warnakula Aditta Arsanilaitta Don Elaris Perera Appu-  
hamy of Marawila, (2) Warnakulasuriya Elaris Dabrera of  
Gangoda Marawila .....  
..... Defendants.

This action coming on for final disposal before L. H. de Alwis Esquire District Judge of Negombo on the 23rd day of June 1933 in the presence of Advocate Mr. Leanage with Advocate Mr. Yogaratnam instructed by Mr. P. D. F. de Croos, Proctor, on the part of

the plaintiff, of Mr. S. C. Sansoni, Proctor, on the part of the 1st defendant and the 2nd defendant who is merely a puisne encumbrancer, being absent on summons served by way of substituted service :

P 4.  
Decree of the  
District Court  
Negombo in  
D. C. Case  
No. 7385.  
23.6.33—contd.

10 It is ordered and decreed that the first defendant do pay to the plaintiff the sum of Rs. 32625/- with further interest on Rs. 25000 at the rate of 15 per cent. per annum from 7.2.33 till the date hereof being the aggregate amount of the principal and interest due in respect of mortgage bond No. 533 dated the 9th day of April 1930 and attested by P. J. Loos Notary Public with interest thereon at  
20 the rate of nine per cent per annum from this date till payment in full and the costs of this action as taxed by the officer of the Court within a period of four months from the date hereof. And it is further ordered that in default of payment of the said amount, interest and costs within such time the premises mortgaged by the said bond and described in the schedule annexed hereto and all the right title, interest and claim whatsoever of the 1st defendant in, to upon or out of the said several premises mortgage by the 1st defendant be sold and the proceeds applied in and towards the payment of the  
30 said amount, interest, and costs, and if such proceeds shall not be sufficient for the payment in full of such amount, that the said first defendant do pay to the plaintiff the amount of the deficiency, with interest thereon at the afore-mentioned rate until realization.

That the sale of the said mortgaged premises be carried out by Messrs. M. P. Kurera & Co. Auctioneers, Negombo, or in the event of their being unable to carry out the said sale by any other auctioneer or auctioneers duly authorised by the Court upon the conditions of sale filed of record :

30 That the decree holder be given credit in terms of condition No. 13 of the said conditions ;

That the said auctioneers do execute a deed of conveyance in favour of the purchaser in terms of condition No. 14 of the said conditions.

And it is lastly ordered that Order to sell do not issue for a period of four months from the date hereof.

#### THE SCHEDULE REFERRED TO

1. (a) All that allotment (being the divided southern half part) of the land called Keeriyankallitotam situate at Keeriyankalliya in Rajakumara Wannu Pattu pertaining to Puttalam Pattu Division

P 4.  
 Decree of the  
 District Court  
 Negombo in  
 D. C. Case  
 No. 7365.  
 23.6.33—*contd.*

in the District of Puttalam North Western Province the said allotment being bounded on the north by the other half part of this entire land allotted to Kalubowilage Don Migel Appuhamy (now owned by his son K. D. Victor) East by the land described in T. P. No. 137434 South by the lands described in T. Ps Nos. 159263 and 161006 (the properties now of the said defendant) and on the West by the high road containing in extent 5 acres 3 roods and 34 perches and registered under F 19/295 together with the trees plantations and buildings standing thereon as a secondary mortgage subject only to the Primary Mortgage created thereon under Bond No. 391 attested by T. Q. Fernando Notary Public on the 30th day of September, 1925.

10

2. (a) All that portion depicted as lot B in plan No. 491 dated 14th March 1922 made by A. M. Perera Licenced Surveyor of the land called Keeriyankalliyawatta situate at Keeriyankalliya aforesaid the said portion being bounded on the North by the portion of this entire land depicted as lot A in the said plan No. 491; East by the land described in T. P. No. 161006 presently of the said defendant; South by the District boundary Road leading to Kurunegala and on the West by the high road leading to Puttalam from Chilaw containing in extent 9 acres 2 roods and 16 perches and registered under E 10/22 together with the trees plantations and buildings tanding thereon as a primary mortgage.

20

3. (a) All that portion depicted as lot A in the aforesaid plan No. 491 of the land called Keeriyankalliyawatta situate at Keeriyankalliya aforesaid the said portion being bounded on the North by the land described in T. P. No. 166254 and by the foot path; East by the land described in T. P. No. 161006 presently of the said defendant South by the other portion of this entire land just above described and on the West by the high road leading from Chilaw to Puttalam containing in extent 9 acres 2 roods and 16 perches and registered under E 10/261 together with the trees plantations and buildings standing thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391.

30

4. (a) All that allotment of land called Keeriyankalli situated at Keeriyankaliya aforesaid bounded on the North by the Crown land called Keeriyankalli and by the reservation; East by the Crown land called Keeriyankalli; South by the road and on the West by the land described in T. P. No. 159263 (which was since divided into two and the two portions into which it was so divided are described above under headings 2 (a) and 3 (a) and both the said portions now belonging to the said defendant) containing in extent 12 acres 2 roods and 35 perches according to T. P. No. 161006 and registered under F 17/126 together with the trees plantations and the buildings thereof as a secondary mortgage subject only to the primary Mortgage created thereon under the aforesaid bond No. 391.

40

5. (a) All that allotment of land called Keeriyankalliya situate at Keeriyankalliya aforesaid, bounded on the north, east and south by the land described in T. P. 159263 and on the west by the reservation along the road containing in extent 32 perches, according to T. P. No. 239525 and registered under E 10/248 together with the trees plantations and the buildings thereon, as a secondary mortgage subject only to the primary mortgage created thereon under the said bond No. 391.

P. 4  
Doerco of the  
District Court  
Negombo in  
D. C. Case  
No. 7,365.  
23.6.33—contd.

10 6. (a) All that allotment of land called Keeriyankalliya situated at Keeriyankalliya aforesaid, bounded on the north by the reservation along the bund of the tank called Keeriyakalliya wewa; east by the field of the said defendant; south by the road leading to Andigama and from there to Kurunegala from Chilaw; and on the west by the land described in T. P. No. 161006 (now the property of the said defendant), containing in extent 3 acres 3 roods and 36 perches as a primary mortgage.

20 1. Which said several allotments of land described above under headings 1 (a) to 6 (a) both inclusive adjoining each other and now form one property called and known as Keeriyankalliya Estate, situate at Keeriyankalliya aforesaid and as such one property is depicted in Figure of Survey No. 1531 dated 14th December, 1929, made by A. M. Perera, Licenced Surveyor and is accordingly bounded on the north by the land of Mr. K. D. Victor and by the land of Muttor Suppiah and by the tank Keeriyankalliya wewa; east by the tank called Keeriyankalliya wewa and by the field of the said defendant; south by the Compass Road leading from Chilaw to Andigama, and on the west by the high road leading from Chilaw to Puttalam and is found to contain 42 acres and 9 perches and registered under H 61/37.

30 7. (b) All that allotment of land called Oyalanga Mukalana *alias* Kapuhena kotuwa and Polwatta, situate at Angunuwila in Rajakumarawanni Pattu of the Puttalam Pattu Division in the District of Puttalam aforesaid and bounded on the north by Oyalanga Mukalana said to belong to the Crown, east by T. P. 346689, south by T. Ps 331136 and 269278 and west by the reservation along the road containing in extent 14 acres and 26 perches, according to title plan No. 386292 together with the trees, plantations and the buildings thereon as a primary Mortgage.

40 8. (b) All that allotment of land called Angunuwila Mukalana situate at Angunuwila aforesaid and bounded on the north by Crown land (which now belong to the defendant and described above under heading 7 (b)); east by crown land (now the property of the said defendant described in T. P. No. 319467) and by the land in T. P. No. 217298 (now owned by K. D. Francis Xavier); south by T. P. No. 245392 and by Crown land (both now the property of K. D. Francis Xavier) and on the west by the Reservation along the road containing

P 4.  
Decree of the  
District Court  
Negombo in  
D. C. Case  
No. 7385.  
23.6.33—contd.

in extent 14 acres 3 roods and 30 perches according to T. P. No. 269278 and registered under E 8/117 together with the trees, plantations and the buildings thereon, as a secondary mortgage subject, only to the primary mortgage created thereon under the aforesaid bond No. 391.

9. (b) All that allotment of land called Kapuruhena Mukalana situate at Angunuwila aforesaid and bounded on the north and east by Crown lands (the property now of the said defendant described in title Plan Nos. 386292 and 331136, south by land described in T. P. 217298. The property now of K. D. Francis Xavier) and on the west by the land described in T. P. 269278 (the property of the said defendant described under heading 8 (b), containing in extent 10 acres and 30 perches according to title plan No. 319467 and registered under E 11/284 together with the trees, plantations and buildings thereon, as a secondary mortgage subject only to the primary mortgage created thereon, under the aforesaid bond No. 391. 10

10. (b) All that allotment of land called Kapuruhenawatta and Kapuruhena Kotuwa *alias* Kapuruhena Mukalana, situate at Angunuwila aforesaid, bounded on the north by Kapuruhena Mukalana said belong to the Crown (the property appearing in T. P. 386292, now of the said defendant and described herein above under heading 7 (b); east by lot 1 in T. P. 4820 (the property appearing in T.P. No. 346689, now of the said defendant and described below under heading 11 (b); south by the land in T. P. 217298 (the property of K. D. Francis Xavier) and on the west by the land appearing in T. P. No. 319467 (the property of the said defendant and described above under heading 9 (b) herein), containing in extent 10 acres and 17 perches according to T. P. No. 331136 and registered under E 11/285 together with the trees, plantations and the buildings thereon as a secondary mortgage subject, only to the primary mortgage created thereon under the aforesaid bond No. 391. 20 30

11. (b) All that allotment of land called Kapuruhenawatta *alias* Kapuruhena Mukalana situate at Angunuwila aforesaid, bounded on the north by Kapuruhena Mukalana said to belong to the Crown and by T. P. 275262 (the property of Ponniah Mudalaly); south by T. P. 217298 (the property of K. D. Francis Xavier) and on the west by T. P. 331136 and by Kapuruhena Mukalana, said to belong to the Crown (which is the land appearing in T. P. 386292 and described above under heading 7 (b), containing in extent 15 acres 3 roods and 14 perches according to title plan No. 346689 and registered under E 11/286 together with the trees, plantations and the buildings thereon as a secondary mortgage subject only to the primary mortgage created thereon under the aforesaid bond No. 391. 40

2. Which said several allotments of land described above under headings 7 (b) to 11 (b) both inclusive adjoining each other and form one property called and known as Angunuwila Estate situate at

Angunuwila aforesaid and as such is depicted in Figure of Survey No. 1532 dated 14th December 1929, made by A. M. Perera, Licensed Surveyor and is accordingly bounded on the north by the Crown Jungle; east by the Crown Jungle and by the land of Ponniah Mudalaly; south by the land of K. D. Francis Xavier and on the west by Gansabawa road and is found to contain 65 acres 3 roods and 6 perches and registered under H 61/38.

P 4.  
Decree of the  
District Court  
Negombo in  
D. C. Case  
No. 7365.  
23.6.33—contd.

10 12. From and out of the northern undivided half share of the land called Welawel Mukalana, situate at Tharkudawila in Anavulundun Pattu of Pitigala Korale in the District of Chilaw, North western Province; the entire land being bounded on the north by the reservation along the road; east by the land called Welawel Mukalana said to belong to the Crown; south by the land called Welawel Mukalana said to belong to the Crown and by the reservation along the road and on the west by the land appearing in T. P. 159649, containing in extent 47 acres 1 rood and 26 perches and registered under D 22/227 excluding a road six feet wide towards the western boundary, the undivided 2/3rd shares of the remaining undivided extent of the said northern half share which is in extent 23 acres 20 2 roods and 33 perches together with all the trees and plantations and buildings standing thereon, as a secondary mortgage subject only to the primary mortgage created thereon under bonds No. 391 aforesaid and No. 466 dated 21st May 1926, attested by T. Q. Fernando, Notary Public and which said undivided 2/3rd shares are now possessed by the said defendant dividedly and as such divided block is depicted in plan No. 1534 dated 14th December 1929, made by A. M. Perera, Licensed Surveyor and is accordingly bounded on the north by the Compass road from Keeriyankalliya to Andigama; east 30 by the portion of the said entire land Welawel Mukalana belonging to Bedadieta Obris; south by land of Nalliah ex Udayar and on the west by the cart road and is found to contain according to the said plan No. 1534 18 acres and 38 perches together with all the trees, plantations and bungalows, stores, sheds, and other buildings standing thereon and registered under D 42/166.

40 13. From and out of all that land comprised of the contiguous allotments called Siyambalagahawatta Mukalana and Thalawela Mukalana in extent 8 acres and 16 perches described in the T. P. 249391 and registered under E 11/283 Siyambalagahawatta in extent 3 acres 1 rood and 34 perches described in T. P. 245390 and the portion dividedly possessed for and in lieu of the undivided half share towards the eastern side from and out of the land called Madangahawatta in extent 1 acre 3 roods and 20 perches, described in T. P. 245389 and registered under E 4/53 situate at Angunuwila aforesaid and bounded on the north by lands claimed by natives, by Crown land and by the reservation along the road; east and south by the reservation along the road; and on the west by the western half part of Madangahawatta registered under E 4/53 belonged to



P 4.  
Decree of the  
District Court  
Negombo in  
D. C. Case  
No. 7365.  
23.6.33—contd.

Hetuhamy, containing in extent 12 acres 2 roods and registered under E 4/205 excluding the undivided portion in extent 4 acres from the western side gifted to the Roman Catholic Church at Angunuwila, the remaining undivided extent together with all the trees, plantations and the buildings standing thereon as a secondary mortgage subject, only to the primary mortgage created thereon under the aforesaid Bond No. 391 and which said remaining undivided extent of the said land 12 acres 2 roods is now possessed by the said defendant dividedly and as such divided block is depicted in plan No. 1533 dated 14th December 1929, made by A. M. Perera Licensed Surveyor and in accordingly bounded on the north by the field of the said defendant, by the Crown Jungle and by the Gansabawa road; east by the Gansabawa road; south by the Compass road from Keeriyankalliya to Andigama and west by the land belonging to the Roman Catholic Church and is found to contain according to the said plan No. 1533 9 acres 3 roods and 23 perches and registered under H 61/39.

10

14. All that land called Dangahawatta *alias* Ihalagahawatta or Dangahawattekele comprised of the contiguous allotments described below under headings (a), (b) and (c), situate at Angunuwila aforesaid, bounded on the north and east by Dewata Road; south by the road leading from Keeriyankalliya to Andigama and on the west by the land of Ponniah and others, containing in extent 6 acres and 2 perches together with all the trees, plantations and the buildings standing thereon as a primary mortgage and the said land is comprised as aforesaid of the following to wit:—

20

(a) All that allotment of land called Dangahawatta Ihalagahawatta situate at Angunuwila aforesaid, bounded on the north by the Dewatapara; east by the land of Elaris Perera and south and west by lands belonging to Appuhamy, containing in extent ground sufficient for sowing eight seers of Kurakkan and registered under E 5/172 but the said land is otherwise said to be bounded on the north by Dewatapara; east by the fence of the land belonging to Elaris Perera; South by the fence of the land belonging to Ponniah and others and west by the fence of the land belonging to Appurala and is said to contain 1 acre 1 rood and 23 perches and as such is registered under H 57/241.

30

(b) All that allotment of land called Dangahawatta depicted as lot G 702 situate at Angunuwila aforesaid, bounded on the north and east by the land claimed by Villagers; south by the reservation along the road and west by the land described in T. P. 173751 and by the land claimed by Villagers, containing in extent 3 acres and 9 perches according to Title plan No. 200296 and registered under E 4/110.

40

(c) All that allotment of land called Dangahawattakelo situate at Angunuwila aforesaid, bounded on the north by land claimed by natives; east and south by reservation along the road and west by lot 2837 in T. P. 4524 containing in extent 2 roods and 10 perches.

P 4.  
Decree of the  
District Court  
Negombo in  
D. C. Case  
No. 7365.  
23.6.33—contd.

10 15. All that allotment of land called Welaboda Payarugahawatta situate at Marawila in Yatikalam Pattu of Pitigal Korale in the District of Chilaw aforesaid, bounded on the north by the land of Elaris Fernando Appuhamy; east by the land of Carolis Dabarera and others; south by the garden of Anthony and west by the Sea Shore, containing in extent 8 acres more or less and registered under M 97/14 but the said land according to the survey and description thereof as per figure of survey No. 1157 made by H. A. Pandithasekera, Licensed Surveyor on 22nd February 1905, is otherwise called Welabodawatta situate at Marawila aforesaid and bounded according to plan on the north by land claimed by Elaris Fernando; south by the land of Joranis Fernando; east by the land claimed by Carnis Dabarera and others and on the west by the Sea Shore and is found to contain 7 acres and 32 perches together with all the trees, plantations and buildings standing thereon and the soil appertaining thereto as a primary mortgage and registered under M 97/14.

30 16. From and out of all that allotment of land called Siyambalahawatta situate at Marawila aforesaid bounded on the north by the Oya called Gembranoya; east by the Alamba (salt marsh) south by the land belonging to Andappa and on the west by the Sea Shore containing in extent 3 acres more or less and registered M 53/259 excluding only from the coconut plantation, the  $\frac{1}{3}$  share given as planting trouble the remaining  $\frac{2}{3}$ rd share of the coconut plantation together with all the trees plantations appearing thereto and the entirety of the soil and all the buildings standing thereon as a primary mortgage, but the said allotment of land according to a recent survey and description thereof as appearing in figure of Survey No. 269 dated 25th September 1925, made by Edmund C. Peries, Licensed Surveyor is otherwise said to be bounded on the north and east by Gembraneya Oya; South by land of Mary Fernando and others and on the west by Sea Shore and is found to contain 4 acres 1 rood and 4 perches according to the said plan No. 260 registered under M 53/259.

40 17. From and out of all that allotment (being the southern divided half part) of the land called Welabodawatta situate at Marawila aforesaid, the said allotment being bounded on the north by the other part of the said land Welabodawatta which formerly belonged to Elaris Fernando and which now belongs to Pedro

P. 4  
Decree of the  
District Court,  
Negombo, in  
D. C. Case  
No. 7,265.  
28.6.33—*contd.*

Fernando and others ; east by the land of Allinu Perera and others ; south by the road leading to the Sea Shore and on the west by the Sea Shore containing in extent 3 acres more or less and registered under M 95/132, excluding the undivided portion along the northern boundary containing 13 cocount trees with the soil appertaining thereto and a further undivided portion along the Sea Shore towards the south western side, containing 4 coconut trees and the soil appertaining thereto the remaining undivided portion together with all the trees plantations and the buildings standing thereon and the soil appertaining thereto as a primary mortgage and which said undivided portion out of the said allotment in extent 5 acres is now possessed dividedly by the said defendant and as such is depicted as lot B in plan No. 264 dated 25th September 1925, made by Edmund C. Peries, Licenced Surveyor and accordingly bounded on the north by the land of Pedro Fernando and others and by the portion of this land in extent 28 perches depicted as lot A in the said plan No. 264 belonging to W. Cornelis Fernando which represents the portion, containing 13 coconut trees as above recited is by the land of Allinu Perera and others ; south by the road leading to the Sea Shore and on the west by the portion of this land in extent 1.5 perches belonging to W. Cornelis Fernando, depicted as lot C in the said plan No. 264 which represents the above mentioned portion, containing 4 coconut trees and by the Sea Shore and is found to contain 3 acres and 3 perches according to the said plan No. 264 and registered under M 117/111.

18. From and out of all that allotment of land called Siyambalagahawatta situate at Marawila in Yatakalam Pattu aforesaid, bounded on the north by Gembraneya Oya ; east by the Gembraneya Oya, by the land of Marsal Perera, Peace Officer ; south by the land of Warnakulasuriya Elaris Fernando Appuhamy and on the west by the Sea Shore, containing in extent 6 acres more or less and registered under M 42/326 the undivided 7/18 shares together with all the trees, plantations and buildings standing thereon and the soil appertaining thereto as primary mortgage and which said undivided 7/18 shares are now possessed by the said defendant dividedly towards the southern side and as such divided block is depicted in plan No. 268 dated 25th September 1925, made by Edmund C. Peries, Licenced Surveyor and is accordingly bounded on the north by the portion of the same land ; east by the Gembraneya Oya ; south by the land of W. Elaris Fernando and on the west by the Sea Shore and is found to contain in extent 3 acres 2 roods and 34 perches according to the aforesaid plan No. 268 and is registered under M 117/112.

19. All that northern portion depicted as lot 257 of the land called Paragahayaya Moderawellawatta being a part of Moderawellawatta bearing No. 2 situate at Marawila aforesaid, the said

northern portion being bounded on the north by a part of the 1/3rd share of this land belonging to the said defendant as the planter's share ; east by the land of Mathias Fernando and others ; south by the portion of this land depicted as lot 258 and on the west by the Sea Shore containing in extent 2 acres 3 roods and 30 perches and registered under M 72/57 together with all the trees, plantations and the buildings standing thereon as a primary mortgage and the said portion of land is divided and distinct part of all that land called Moderawellawatta bearing No. 2 situate at Marawila aforesaid, bounded on the north by lot No. 1 of this land ; east by land of Anthony Lowe ; south by the portion of this land bearing No. 3 and on the west by the Sea Shore, containing in extent 8 acres 3 roods and 5 perches and registered under M 72/57.

P. 4  
Decree of the  
District Court,  
Negombo, in  
D. C. Case  
No. 7,365,  
23.6.33—contd.

This the 22nd day of June 1933.

(Sdg.) L. H. De ALWIS,  
*District Judge.*

**P 5**

**Mortgage Bond No. 4010**

20 Prior Registration ; Vide Schedule (1st Land M 65/31 (4th Land M 65/22.

P 5.  
Mortgage Bond  
No. 4,910  
attested by  
P.D. F. de Croos  
Notary Public.  
4.5.35.

Chilaw, 23rd May, 1935.

Sgd. . . . .  
*Registrar.*

**DEED OF TRANSFER**

Consideration. Rs. 75,000.

**No. 4010**

The 4th day of May, 1935.

TO ALL TO WHOM THESE PRESENTS SHALL COME

30 I Warnakula Aditta Arasanilaitta Don Elaris Perera of Marawila in Chilaw District (hereinafter sometimes called or referred to as the vendor)

P. 5.  
Mortgage Bond  
No. 4,010  
attested by  
P. D. F. do  
Cross,  
Notary Public.  
4. 5. 35—contd.

*Send Greetings*

Whereas I the said Vendor am the lawful owner and proprietor of the premises fully and particularly described in the Schedule hereto,

And Whereas I the said vendor have agreed with Mena Suna Oona Sockkalingam Chettyar of Sockkanadapuram in India and Sena Kona Nana Sena Sekappa Chettyar of Okkur in India (hereinafter somestimes called or referred to as the vendee), for the absolute sale and assignment to them of the said premises for the consideration hereinafter mentioned.

Now Know Ye And These Presents Witness that I the said vendor in pursuance of the said agreement and in consideration of the sum of Rupees Seventy-five thousand (Rs. 75,000) of lawful money of Ceylon well and truly paid to me by the said vendee (the receipt whereof I do hereby admit and acknowledge) do hereby sell, assign, transfer, set over, and assure unto the said vendees and their heirs, executors, administrators and assigns the said premises together with all and singular the fixtures, privileges, rights, easements, servitudes and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining or usually held or enjoyed therewith or reputed to belong or appurtenant thereto and all the estate right title, interest claim and demand of me the said vendor in, to, out of and upon the said premises and every part thereof and all title deeds vouchers and other documents relating to the said premises.

To Have And To Hold the said premises hereby granted and conveyed or expressed so to be unto the said vendees and their heirs, executors, administrators or assigns absolutely for ever, in the following proportions to wit; an undivided two third share to the said first named vendee Sockkalingam Chettyar and the remaining undivided one third share to the said second named vendee Sekappa Chettyar.

And I the said vendor for myself and my heirs, executors, and administrators do hereby covenant and declare with and to the said vendees and their aforewritten that the said premises hereby conveyed are free from all encumbrances: that I have full power and right to grant and convey the said premises in manner aforesaid; that the said premises shall be held and enjoyed and the rents and profits thereof received by the said vendees and their aforewritten without any interruption or disturbance by me the said vendor and my aforewritten: that I will warrant and defend the title of the said premises and every part thereof against any person

or persons whomsoever and that I will from time to time and at all times hereafter upon the request but at the cost of the said vendees and their aforewritten do execute and perform and cause to be done executed and performed all and every such lawful assurances, acts, deeds, matters and things for the further and more perfectly assuring and vesting the premises and every part thereof into the said vendees and their heirs, executors, administrators and assigns as shall or may be reasonably required.

P. 5  
Mortgage Bond  
No. 4,010  
attested by  
P. D. F. de  
Croos,  
Notary Public.  
4.5.35—contd.

THE SCHEDULE ABOVE REFERRED TO

- 10 1. (a) All that portion depicted as lot B in plan No. 491 dated 14th March 1922, made by A. M. Perera, Licensed Surveyor of the land called Keeriyankalliwatte situated at Keeriyankalliya in Rajakumara Wannu Pattu pertaining to Puttalam Pattu Division in the District of Puttalam, North Western Province, the said portion being bounded on the north by the portion of this entire land depicted as lot A in the said Plan No. 491; east by the land described in T. P. 161006 belonging to the said vendor; south by the District boundary road leading to Kurunegala and West by High Road leading to Puttalam from Chilaw, containing in extent nine acres
- 20 two roods and sixteen perches (A9 R2 P16) and registered in E10/22 with the buildings and plantations standing thereon held and possessed by me the said vendor upon deeds No. 4725 dated 1st December, 1916, No. 4745 dated 8th December, 1916, No. 8291 dated 19th January 1921, all attested by B. N. F. Jayasekera, Notary Public and a Partition deed which is not forthcoming.
- (b) All that allotment of land called Keeriyankalli situate at Keeriyankalliya aforesaid, bounded on the north by the reservation along the bund of the tank called Keeyankalliyawewa; east by the field of Don Elaris Perera Appuhamy south by the Road leading to Andigama and from thereto Kurunegala from Chilaw and west by the land described in T. P. 161006 now the property of the vendor, containing in extent three acres three roods and thirty-six perches (A3 R3 P36) and registered in H 61/37 with the buildings and plantations standing thereon, held and possessed by me the said vendor upon a certificate granted by the Crown under section 7 of Ordinance No. 12 of 1890, dated 18th October 1932, and by long and prescriptive possession for a period of over twenty years.
- 30
- (c) All that allotment (being the divided southern half part) of the land called Keeriyankallethottam situate at Keeriyankalliya aforesaid, bounded on the north by the other half part of
- 40

P. 5  
Mortgage Bond  
No. 4,010  
attested by  
P. D. F. de  
Croos,  
Notary Public.  
4. 5. 35—contd.

this land allotted to Kalubowilage Don Migel Appuhamy now owned by his son K. D. Victor, east by the land described in T. P. 137434; south by the lands described in T. Ps. 159263 and 161006 now of the vendor and West by High Road containing in extent five acres three roods and thirty-four perches (A5 R3 P34) and registered in F. 19/295 with the buildings and plantations standing thereon, held and possessed by me the said vendor upon deed No. 11461 dated 6th November 1924, and attested by B. N. F. Jayasekera, Notary Public.

10

(d) All that portion depicted as Lot A in the said plan No. 491 of the land called Keeriyankalliyawatta situate at Keeriyankalliya aforesaid the said portion being bounded on the north by the land described in T. P. 166254 and by a foot path east by the land described in T. P. 161006 presently of the vendor, south by the other portion of this land and west by the High Road leading from Chilaw to Puttalam, containing in extent nine acres two roods and sixteen perches (A9 R2 P16) and registered under E 10/261 with the buildings and plantations standing thereon held and possessed by me the said vendor upon deed No. 10764 dated 25th January 1924 and attested by B. N. F. Jayasekera, Notary Public.

20

(e) An allotment of land called Keeriyankalli situate at Keeriyankalliya aforesaid bounded on the north by the Crown land called Keeriyankalli and reservation, east by the Crown land called Keeriyankalle, south by a Road and west by the land described in T. P. 159263, containing in extent twelve acres two roods and thirty-five perches (A12 R2 P23) according to T. P. 161006 and registered in F 17/126 with the buildings and plantations standing thereon, held and possessed by me the said vendor upon the said deeds Nos. 4725, 4745 and 8291.

30

(f) All that allotment of land called Keeriyankalliya situate at Keeriyankalliya aforesaid, bounded on the north, east and south by the land described in T. P. 159263 and west by reservation along the road, containing in extent thirty-two perches (A0 R0 P32), according T. P. 239525 and registered in E 10/248 with the buildings and plantations standing thereon held and possessed by me the said vendor upon deed No. 10765 dated 25th. January 1924 and attested by B. N. F. Jayasekera, Notary Public.

40

Which said lands described under headings 1 (a), (b), (c), (d), (e) and (f) are contiguous to each other now forming one property and described according to plan No. 1531 dated 14th December, 1929 made by A. M. Perera, Licensed Surveyor as follows :—

P. 3  
Mortgage Bond  
No. 4,010  
attested by  
P. D. F. de  
Cruas,  
Notary Public.  
4.5.35—contd.

10 1. The several contiguous allotments of land called and known as Keeriyankalliya Estate, situate at Keeriyankalliya aforesaid, bounded on the north by the land of K. S. Victor, the land of Mutter Suppiah and Keeriyankalliyawewa, east by the Keeriyankalliyawewa and the field of W. Elaris Perera, south by Compass road leading from Puttalam-Chilaw High Road to Andigama and west by the High Road leading from Puttalam to Chilaw, containing in extent forty-two acres and nine perches (A42 R0 P9) with the buildings and plantations standing thereon.

20 2. All those contiguous allotments of land called Dangahawatta *alias* Thalгахawatta or Dangahawattékelle forming one property, situate at Angunawila in Rajakumara Wannu Pattu, pertaining to Puttalam Pattu Division aforesaid, bounded on the north and east by Dewata Road south by the Road leading from Keeriyankalliya to Andigama and west by the land of Ponniah and others, containing in extent six acres two perches (A6 R0 P02) with the buildings and plantations standing thereon, held and possessed by me the said vendor upon deeds No. 1719 dated 31st May 1913, attested by B. N. F. Jayasekera, Notary Public, No. 1643 dated 4th September 1928, attested by T. P. M. F. Gunawardena, Notary Public and No. 200 dated 28th September 1909 attested by D. P. P. J. Jayasekera, Notary Public and registered under H 61/40.

30 3. All that divided and defined block of all those contiguous allotments of land called Siyambalagahawatta Mukalana Thalawewa Mukalana, Siyambalagahawatta, situate at Angunawila aforesaid, which said divided and defined block is bounded on the north by the field of the vendor, Crown Jungle and Gansabawa Road, east by Gansabawa Road, south by Compass Road from Keeriyankalliya to Andigama and west by the land belonging to the Roman Catholic Church, containing in extent nine acres three roods and thirty-two perches (A9 R3 P32) with the buildings and plantations standing thereon held and possessed by me the said vendor upon deeds No. 847 dated 15th June 1909 attested by B. P. Samarasinghe, Notary Public, No. 3 dated 10th May 1909, attested by M. E. P. Jayasuriya, Notary Public and Crown Grant dated 12th December, 40 1917 and registered under H 61/39.

4. (a) All that allotment of land called Oyalanga Mukalana *alias* Kapuhenekotuwa and Polwatta, situate at Angunawila aforesaid, bounded on the north by Oyalanga Mukalana said to belong to the Crown, east by T. P. 346689, south by T. Ps. 331136 and



P. 5  
Mortgage Bond  
No. 4,010  
attested by  
P. D. F. de  
Croos,  
Notary Public.  
4. 5. 35—contd.

269278 and west by reservation along the road, containing in extent fourteen acres and twenty-six perches (A14 R0 P26) according to Plan No. 386292 with the buildings and plantations standing thereon, held and possessed by me the said vendor upon Crown Grant dated 21st September 1927 and registered in H 61/45.

(b) All that allotment of land called Angunawila Mukalana situate at Angunuwila aforesaid, bounded on the north by Crown land now belonging to the vendor, east by Crown land and T. P. 217298, south by the land in T. P. 245392 and by Crown land (both now of the property of K. D. Francis Xavier) and west by the reservation along the road, containing in extent fourteen acres three roods and thirty perches (A14 R3 P30), according to T. P. 269278 with the buildings and plantations standing thereon held and possessed by me the said vendor upon Crown Grant dated 24th October 1910 and registered under E 8/117. 10

(c) All that allotment of land called Kapuhenemukalana situate at Angunawila aforesaid bounded on the north and east by the Crown lands in T. Ps. 386292 and 331136 now of the vendor, south by the land in T. P. 212798 now of K. D. Francis Xavier and west by the land in T. P. 269278 now of the vendor, containing in extent ten acres and thirty perches, (A10 R0 P30) according to T. P. 319467 with the buildings and plantations standing thereon, held and possessed by me the said vendor upon Crown Grant dated 18th July 1916 and registered under E 11/284. 20

(d) All that allotment of land called Kapuruhenewatta and Kapuruhennekotuwa *alias* Kapuruhenemukalana, situated at Angunawila aforesaid, bounded on the north by the Kapuruhenemukalana said to belong to the Crown appearing in T. P. 386292 now of the vendor, east by Lot 1 in T. P. 4820 appearing in T. P. 346689 of the vendor, south by the land in T. P. No. 217298 now the property of K. D. Francis Xavier and west by the land in T. P. 319467 now of the property of the vendor, containing in extent ten acres and seventeen perches (A10 R0 P17), according to plan No. 331136 with the buildings and plantations standing thereon, held and possessed by me the said vendor upon Crown Grant dated 11th November 1918 and registered under 11/288. 30

(e) All that allotment of land called Kapuruhenawatta *alias* Kapuruhenemukalana situate at Angunawela aforesaid, bounded on the north by Kapuruhenemukalana said to belong to the Crown, east by Kapuruhenemukalana said to belong to the Crown and T. P. 275262 property of Ponniah Mudalali, south by T. P. 217298 property of K. D. Francis Xavier and west by T. P. 331136 and by Kapuruhenemukalana said to belong to the Crown being land appearing in T. P. 386292, containing in extent fifteen acres three roods and fourteen 40

perches (A15 R3 P14), according to T. P. No. 346689 with the buildings and plantations standing thereon, held and possessed by me the said vendor upon Crown Grant dated 9th December 1921 and registered under E 11/286.

Which said lands described under headings 4 (a), (b), (c), (d) and (e) are contiguous to each other and forming one property and described according to plan No. 1532 dated 14th December 1929, made by A. M. Perera, Licensed Surveyor as follows:—

10 All those contiguous allotments of land called and known as Angunawila Estate situate at Angunawila aforesaid, bounded on the north by the land belonging to the Crown, east by the land belonging to the Crown and the land of Ponniah Mudalali, south by the land of K. D. Francis Xavier and west by Gansabawa Road, containing in extent sixty-five acres three roods and six perches (A65 R3 P6) with the buildings and plantations standing thereon.

20 5. All that divided and defined block from and out of all that land called Welawelmukalana situate at Taarakudavila in Ananulindan Pattu of Pitigal Korale north in the District of Chilaw, north Western Province, which said divided portion is bounded on the north by the compass Road from Keeriyankalliya to Andigama, east by a portion of the land Welawelmukalana belonging to Benedicta Obris, south by the land of Nalliyah ex Udayar and west by the Cart Road, containing in extent eighteen acres and thirty-eight perches (A18 R0 P38), according to plan No. 1534 dated 14th December 1929 made by A. M. Perera, Licensed Surveyor with the buildings and plantations standing thereon and registered under D 42/166 of which an undivided portion in extent eight acres (A8 R0 P0).

30 In witness whereof I the said vendor do set my hand hereunto and to two others of the same tenor hereof at Negombo on this fourth day of May One thousand nine hundred and thirty-five.

Sgd. ELARIS PERERA

Witnesses :

Signed and delivered in the presence of us who declare that we are well acquainted with the party and know his proper name, occupation and residence.

This is the signature of Warnakulasuriya Elaris Dabrera  
(Sgd. In Sinhalese)

This is the signature of Mana Thangarajah Pulle  
(Sgd. In Tamil)

40

Sgd : P. D. F. DE CROOS,  
N. P.

P 5.  
Mortgage Bond  
No. 4,010  
attested by  
P. D. F. de  
Croos,  
Notary Public.  
4.5.35—contd.

P 5  
Mortgage Bond  
No. 4,010  
attested by  
P. D. F. de  
Croos,  
Notary Public.  
4.5.35—contd.

I, Peter Damian Ferminus de Croos of Negombo, Notary Public do hereby certify and attest that the foregoing instrument having been duly read over and explained by me to the said Warnakula Additta Arsanilaitta Don Elaris Perera, who has signed as "Alaris Perera" and who is known to me in the presence of Warnakulasuriya Elaris Dabrera of Marawila who has signed in Sinhalese and Muna Thangaiyah Pulle of Negombo, who has signed in Tamil, both of whom are known to me the subscribing witnesses thereto, both of whom are known to me the same was signed by the said party by the said witnesses and by me the said notary in the presence of one another all being present together at the same time at Negombo on this fourth day of May one thousand nine hundred and Thirty-five. 10

I further certify and attest that the duplicate bears fourteen stamps of the value of Rs. 1,203 and the original one stamp of one rupee which were supplied by me that the full consideration above-named was set off in full satisfaction of the claim and costs due in case No. 7365 D. C. Negombo and the principal and interest due on mortgage bond No. 391 dated 30th September 1925, attested by T. A. Fernando, Notary Public and that the said vendor undertook to release the lands appearing in this deed from tertiary mortgage bond bearing No. 2339 dated 8th March 1931, attested by T. P. M. F. Gunawardena, Notary Public, a motion for satisfaction of decree on the said case No. 7365 will be filed and the said bond No. 391 will be discharged after due search into encumbrances if the title be in order; and that in the duplicate in page 9 line 31 the words and letters "East" to "kept" were struck off in page 11 line 19 the word "seventy" was struck off and "sixty" interpolated and in the original in page 4 in 3 the word "of" was struck off before the foregoing instrument was read over and explained as aforesaid. 20 30

Sgd: P. D. F. DE CROOS,  
Notary Public.

Date of attestation  
4th May, 1935.

P 7

P. 7  
Mortgage Bond  
No. 1,387  
attested by H.  
T. Ramachan-  
dra, Notary  
Public  
13.10.40

**Mortgage Bond No. 1387**

Prior Registration: Regd. B 325/49; 327/206; 325/50; B 347/282; 325/51; 159.

Colombo, 25th October, 1940.  
Sgd. Illegibly.  
Registrar. 40

**No. 1387**

TO ALL TO WHOM THESE PRESENTS SHALL COME,  
I Sockalingam Chettiar son of Suppramaniam Chettiar also known

as Meyna Soona Oona Sockalingam Chettiar of Chokanathapuram, Rammad District in South India and presently of 290, Sea Street, in Colombo.

P 7.  
Mortgage Bond  
No. 1,387  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
13.10.40—contd.

SEND GREETINGS :

10 Whereas I the said Sockalingam Chettiar, my brothers Velayuthan Chettiar and Valliappa Chettiar, Kalyani Atchi as Administratrix of the estate of my brother Muthiah Chettiar and Suppramaniam Chettiar son of my brother Palniappa Chettiar have for several years past been carrying on business in Colombo and Negombo in the Island of Ceylon under the name style and firm of Meyna Soona Oona.

And Whereas the said firm of Meyna Soona Oona has been dissolved as and from the Sixteenth day of September, One Thousand Nine Hundred and Forty.

20 And whereas valuations and estimates to the mutual satisfaction of all parties concerned have been made of the property assets credits and effects of the said business and the said property assets credits and effects of the said business have been agreed to be taken as and between the Partners in accordance with the Scheme of Distribution mutually agreed upon by the remaining partners and me and reduced to writing in full and final settlement of all claims each of the Partners may have against the others in the Partnership business of Meyna Soona Oona.

And whereas some of the movable assets has been distributed among the Partners in accordance with the scheme of distribution accepted by all the partners.

And whereas in the course of the said business various properties were from time to time purchased by me in my own name with the vilasam of Meyna Soona Oona.

30 And whereas the properties so purchased were in fact purchased by me out of the partnership assets.

And whereas I am now called upon to convey the properties described in the schedule hereto to Kalyani Atchi as Administratrix of the estate of her husbnad Muthiah Chettiar, to her the said Kalyani Atchi in her personal capacity and to Meyappa Chettiar son of the said Muthiah Chettiar in terms of the said scheme of Distribution and I have agreed to do so.

40 Now know ye and these presents witness that I the said Sockalingam Chettiar also known as Meyna Soona Oona Sockalingam Chettiar in pursuance of the scheme of distribution made of the

P 7.  
Mortgago Bond  
No. 1,387  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
13.10.40—contd.

property assets credits and effects of the firm of Meyna Soona Oona and accepted by all the partners and in consideration of the premises do hereby convey assign transfer set over and assure unto her the said Kalyani Atchi both in her own capacity and as Administratrix of the estate of her husband Muthiah Chettiar and to Meyappa Chettiar son of Muthiah Chettiar her successor or successors in office, her or his heirs executors administrators or assigns, all that and those the several lands and premises described in the Schedule hereto together with all buildings and plantations thereon and all and singular the rights ways easements servitudes and appurtenances whatsoever thereunto belonging and all my estate right title interest property claim and demand whatsoever therein and thereto.

10

To have and to hold the said several lands and premises hereby conveyed and described in the schedule hereto and which are of the value of Rupees Eighteen thousand five hundred unto the said Kalyani Atchi in her personal capacity and as Administratrix of the estate of her husband Muthiah Chettiar and to Meyappa Chettiar her successor or successors in office or their her or his heirs executors administrators and assigns absolutely for ever.

20

And I the said Sockalingam Chettiar for myself my heirs executors and administrators do hereby covenant with the said Kalyani Atchi and Meyappa Chettiar and their respective heirs executors administrators and assigns that I now have good right to convey and assure the said several lands and premises in manner aforesaid, that the same are free from any encumbrance whatsoever and that I have not at any time heretofore made done or committed or been party or privy to any act deed matter or thing whereby or by means whereof the said several premises or any part thereof are is can shall or may be impeached or encumbered in title charge estate or otherwise howsoever and that I shall at anytime hereafter at the request cost and expense of the said Kalyani Atchi and Meyappa Chettiar and their respective aforewritten do and execute or cause to be done and executed all such further and other acts deeds matters and assurances as the said Kalyani Atchi and Meyappa Chettiar or their respective aforewritten shall or may reasonably require for more perfectly and effectually conveying and assuring the said several lands and premises to the said Kalyani Atchi—and Meyappa Chettiar and their respective aforewritten.

30

In witness whereof I the said Sockalingam Chettiar also known as Meyna Soona Oona Sockalingam Chettiar do hereby set my hand to three of the same tenor and date as these presents at Colombo this thirteenth day of October, one thousand nine hundred and forty.

40

## THE SCHEDULE ABOVE REFERRED TO

P 7.  
Mortgage Bond  
No. 1,387  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
13.10.40—*contd.*

1. An undivided one-third share of soil, trees and plantations of the divided portion, bounded on the North by the High Road leading from Kanuwana to Yakkoduwa, on the East by the live fence of the lands belonging to M. Philippu Fernando on the South by the live fence of the lands belonging to Sri Wickremo Kumara John Fonseka, and on the West by the boundary of the land belonging to Joseph Fernando Mudalali containing in extent about two perches being one-twentieth part of the land called  
10 Marakkalawatta *alias* Mahaparabodawatta situate at Kanuwana in Ragam Pattu of Aluthkorale in the District of Colombo, Western Province and bounded on the North . . . .

(Sgd.) In Tamil.

Signature of Suna Pana Sockalingam Chettiar also known as Meyna Soona Cona Sockalingam Chettiar.

(Sgd.) H. T. RAMACHANDRA,  
*Notary Public.*

- 20 North by a portion of the land lived by Aga Pittu Fernando, on the East by the garden of Louis Fernando Annavi, on the South by a portion of this land belonging to Stephen Silva and on the West by Government High Road containing in extent one rood. Registered under B 325/49.

2. The divided Northern one-sixth share of the soil, trees, plantations and the tiled house bearing No. 142, presently Nos. 142, 142A standing thereon on the land called Mahaparabodawatta situate at Kanuwana within the Sanitary Board of Jaela, Western province, bounded on the North by a road, on East by the garden belonging to Edirippulige Girigoris Fernando Annavi and others, on the South by the remaining five-sixth shares of this land, and on the West by the High Road containing in extent  
30 about one rood and registered under B 327/206.

3. An undivided three-eighth share of soil, trees and plantations of the land called Kahatagahawatta situate at Kanuwana aforesaid, bounded on the North by cart road leading to and from Yakkoduwa, on the East by the land belonging to Ediripulige Philippu Fernando and others, on the South by the land belonging to Lankahaluge Manuel Fernando and others, and on the West by the land belonging to Asurappulige Peduru Silva and presently belonging to Merrenege Joseph Fernando containing in extent about twenty perches and registered under B 325/50.

P 7.  
Mortgage Bond  
No. 1,387  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
13.10.40—*contd.*

4. All that land called Thanayamboda Wetakeiyagahawatte with the buildings, trees and plantations thereon bearing assessment No. 105 situated at Kanuwana aforesaid, bounded on the North by the fence of Thanayawatta, East by the High Road, on the South by the ditch of the field containing in extent twenty-two perches and registered under B 298/248.

5. All that land called Wetakeiyagahawatta with the buildings, trees and plantations thereon situated at Kanuwana aforesaid, and bounded on the North by a portion of this land of Kanugahawattage Jokinu Perera Appuhamy and others, on the East by the High Road, on the South by the land in the name of Leo Croos and on the West by the bund of the ditch separating the land of A. P. Osmuller and J. B. Osmuller containing in extent about one rood. Registered under B 325/51. 10

6. An undivided seven sixteenth part of share of the land called Thanayamboda Wetakaiyagahawatta together with the buildings trees and plantations thereon situated at Kanuwana aforesaid bounded on the North by a portion of this land belonging to Jayasuriya Aratchige Elaris Appuhamy and others, on the East by the High Road, on the South by a portion of land belonging to Isack Appuhamy, and on the West by the ditch of owita of J. D. Osthmuller containing in extent one rood or thirty-three perches more or less registered under B 325/159—All of which said six lands are held and possessed by me the said Sockalingam Chettiar by virtue of deed No. 1326 dated 16th December, 1937, and attested by H. T. Ramachandra of Colombo, Notary Public. 20

7. An undivided one-third part or share from and out of (a) all that portion depicted as Lot B in Plan No. 49 dated 14th March, 1922, made by A. M. Perera, Licensed Surveyor of the land called Keeriyankalliyawatta situated at Keeriyankaliya in Raja Kumara Vanni Pattu pertaining to Puttalam Pattu Division in the District of Puttalam, North-Western Province, the said portion being bounded on the North by the portion of this entire land depicted as Lot A in the said plan No. 491, East by the land described in T. P. No. 161006 belonging to Warnakula Aditta Arsanilaitta Don Elaris Perera, South by the District boundary road leading to Kurunegala, and West by High Road leading to Puttalam from Chilaw containing in extent nine acres two roods and sixteen perches. 30

(b) All that allotment of land called Keeriyankalliya situate at Keeriyankalliya aforesaid, bounded on the North by reservation along the bund of the Tank, called Keeriyankalliyawewa, East by the field of Don Elaris Perera Appuhamy, South by the road leading to Andigama and from there to Kurunegala from Chilaw, and West by the land described in T. P. 161006 now the property of W. A. A. Don Elaris Perera containing in extent three acres three roods and thirty-six perches. 40

(c) All that allotment (being the divided southern half part) of the land called Keeriyankalli Thottam situate at Keeriyankalli aforesaid, and bounded on the North by the other half part of this land allotted to Kalubovilage Don Migel Appuhamy now owned by his son K. D. Victor, East by the land described in T. P. 137434, South by the lands described in T. P. Nos. 159263 and 161006 now of W. A. A. Don Elaris Perera, and West by High Road containing in extent five acres three roods and thirty-four perches.

P 7.  
Mortgage Bond  
No. 1,387  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
13.10.40—*contd.*

10 (d) All that portion depicted as Lot A in the said plan No. 491 of the land called Keeriyankalliya Watta situated at Keeriyankalliya aforesaid the said portion being bounded on the North by the land described in T. P. No. 166254 and by a footpath, East by the land described in T. P. No. 161006 presently of W. A. A. Don Elaris Perera, South by the other portion of this land, and West by the High Road leading from Chilaw to Puttalam containing in extent nine acres two roods and sixteen perches.

20 (e) An allotment of land called Keeriyankalli situated at Keeriyankalliya aforesaid, and bounded on the North by the Crown land called Keeriyankalli and reservation East by the Crown land called Keeriyankalli and reservation, East by the Crown land called Keeriyankalli, South by a Road, and West by the land described in T. P. 159263 containing in extent twelve acres two roods and thirty-five perches as per title plan No. 161006.

30 (f) An allotment of land called Keeriyankalliya situated at Keeriyankalliya aforesaid, bounded on the North, East and South by the land described in T. P. 159263, and West by reservation along the road containing in extent thirty-two perches as per title plan No. 239525 which said six allotments of lands are contiguous to one another and form one property and are described as the several contiguous allotments of land called and known as Keeriyankalliya Estate situate at Keeriyankalliya aforesaid bounded on the

(Sgd.) In Tamil.

Signature of Suna Pana Sockalingam Chettiar also known as Meyana Soona Cona Sockalingam Chettiar.

(Sgd.) H. T. RAMACHANDRA,  
*Notary.*

North by the land of K. D. Victor, the land of Muttar Suppiah and Keeriyankalliyawewa, East by Keeriyankalliyawewa and the field of W. Elaris Perera, South by Compass Road leading from Puttalam-



P 7.  
Mortgage Bond  
No. 1,387  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
13.10.40—contd.

Chilaw High Road to Andigama, and West by the High Road leading from Puttalam to Chilaw containing in extent forty-two acres and nine perches as per survey No. 1531 dated 14th December, 1929, made by A. M. Perera, Licensed Surveyor and is registered under H 68/91.

8. An undivided one-third part or share from and out of all those contiguous allotments of land called Dangahawatta *alias* Thal-gahawatta or Dangahawatta Kelle forming one property situate at Angunuwila in Rajakumara Wannu Pattu pertaining to Puttalam Pattu Division aforesaid, bounded on the North and East by Dewata Road, South by the road leading from Keeriyankalliya to Andigama, and West by the land of Ponniah and others containing in extent six acres and two perches and registered under H 68/92. 10

9. An undivided one-third part or share from and out of all that divided and defined block of all those contiguous allotments of land called Siyambalagahawatta Mukalana, Thelawana Mukalana, Siyambalagahawatta situated at Angunawila aforesaid which said divided and defined block is bounded on the North by the field of W. A. A. Don Elaris Perera, Crown Jungle and Gansabawa Road, East by Gansabhawa Road, South by Compass Road from Keeriyankalliya to Andigama, and West by the land belonging to the Roman Catholic Church containing in extent nine acres three roods and thirty-two perches and registered under H 65/33. 20

10. An undivided one-third part or share from and out of (a) All that allotment of land called Oyalanga Mukalana *alias* Kapuhena Kotuwa and Polwatta situated at Angunuwila aforesaid, bounded on the North by Oyalanga Mukalana said to belong to the Crown. East by T. P. 346689, South by T. P's 331136 and 269278, and West by reservation along the road containing in extent fourteen acres and twenty-six perches as per title plan No. 386292 annexed to the Crown Grant dated 2nd September, 1927. 30

(b) All that allotment of land called Angunawila Mukalana situated at Angunawilla aforesaid bounded on the North by Crown land now belonging to W. A. A. D. Elaris Perera, East by Crown land and T. P. No. 217298, South by the land in T. P. No. 245392 and by Crown Land (both now the property of K. D. Francis Xavier), and West by the reservation along the road containing in extent fourteen acres three roods and thirty perches as per title plan No. 269278 annexed to the Crown Grant dated 24th October, 1910.

(c) All that allotment of land called Kajuhena Mukalana situated at Angunawila aforesaid, bounded on the North and East by Crown lands in T. P's 386292 and 331136 now of W. A. A. Don Elaris Perera, South by the land in T. P. 217298 now of K. D. Francis Xavier, and West by the lands in T. P. 269272 now of W. A. A. D. 40

Elaris Perera containing in extent ten acres and thirty perches as per title plan No. 319467 annexed to Crown Grant dated 18th July, 1916.

P 7.  
Mortgage Bond  
No. 1,387  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
13.10.40—contd.

(d) All that allotment of land called Kapuruhenawatta and Kapuruhenena Kotuwa *alias* Kapuruhenena Mukalana situated at Angunuwila aforesaid, bounded on the North by Kapuruhenena Mukalana said to belong to the Crown appearing in T. P. 386292 now of W. A. A. D. Elaris Perera, East by Lot 1 in T. P. 4820 appearing in T. P. 346689 of W. A. A. D. Elaris Perera, South by land in T. P. No. 217298 now the property of K. D. Francis Xavier, and west by the land in T. P. 319467 now the property of W. A. A. D. Elaris Perera containing in extent ten acres and seventeen perches as per title plan No. 331136 annexed to the Crown Grant dated 11th November, 1918.

(e) All that allotment of land called Kapuruhenawatte *alias* Kapuruhenena Mukalana situate at Angunawila aforesaid, bounded on the North by Mukalana said to belong to the Crown, East by Kapuruhenena Mukalana said to belong to the Crown and T. P. 275262 property of Ponniah Mudalali, South by T. P. 217298 property of K. D. Francis Xavier, and West by T. P. 331136 and by Kapuruhenena Mukalana said to belong to the Crown being land appearing in T. P. 386292 containing in extent fifteen acres three roods and fourteen perches as per title plan No. 346689 and annexed to the Crown Grant dated 9th December, 1921, which said five lots are contiguous to one another and form one property and are described as all those contiguous allotments of land called and known as Angunawila Estate situate at Angunawila aforesaid, bounded on the North by land belonging to the Crown, East by the land belonging to the Crown and land of Ponniah Mudalali, South by the land of K. D. Francis Xavier, and West by Gansabawa Road containing in extent sixty-five acres three roods and six perches as per plan No. 1532 dated 14th December, 1929, and made by A. M. Perera, Licensed Surveyor and registered under H 65/32.

11. An undivided one-third part or share from and out of all that divided and defined block from and out of all that land called Welawel Mukalana situate at Tarakudavila in Anaivilundan Pattu of Pitigal Korale North in the District of Chilaw, North-Western Province which said divided portion is bounded on the North by Compass Road from Keeriyankalliya to Andigama, East by a portion of the land Welawel Mukalana belonging to Benedicta Obris, South by the land of Nalliyal Ex Udayar, and West by the Cart Road containing in extent eighteen acres and thirty-eight perches as per plan No. 1534 dated 14th December, 1929, and made by A. M. Perera, Licensed Surveyor of which an undivided portion in extent eight acres and registered under D 45/284 all of which

P 7.  
Mortgago Bond  
No. 1,387  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
13.10.40—contd.

said 7th, 8th, 9th, 10th and 11th lands are held and possessed by Sena Kana Nana Sena Sekappa Chettiar of Okkur and by me in the proportion of one-third to the said Sekappa Chettiar and two-thirds to me the said Sockalingam Chettiar by virtue of Deed No. 4010 dated 4th May, 1935, and attested by P. D. F. de Croos of Negombo, Notary Public.

Signed in the presence of us.

Signature of Moona Karuppanapillai  
(Sgd.) in Tamil.

Signature of Seena Moona Somasunderam Chettiar.  
(Sgd.) In Tamil.

10

Signature of Suna Pana Sockalingam Chettiar also known as Meeyna Soona Cona Sockalingam Chettiar.  
(Sgd.) in Tamil.

(Sgd.) H. T. RAMACHANDRA.  
*Notary Public.*

I, Hallock Tiruvilingam Ramachandra of Colombo in the Island of Ceylon, Notary Public, do hereby certify and attest that the foregoing instrument having been duly read over and explained by me to the said Notary to the within named Sockalingam Chettiar who is known to me in the presence of Moona Karuppanapillai and Seena Moona Somasunderam Chettiar both of Sea Street in Colombo the subscribing witnesses hereto both of whom are also known to me, the same was signed by the said Sockalingam Chettiar as Soona Pana Sockalingam Chettiar, also known as Meyna Soona Oona Sockalingam Chettiar and also by the said witnesses in my presence and in the presence of one another all being present together at the same time at Colombo aforesaid on this Thirteenth day of October One Thousand Nine Hundred and Forty.

20

I further certify and attest that the Duplicate of this Instrument bears four stamps of the value of Rupees Three Hundred and Five and the Original a stamp of One Rupee and that the stamps were supplied by me and that in the duplicate in lines 14 and 31 on page 2 the words 'to' and 'administrators' were interpolated in lines 10 and 11, on page 3 the words 'successor or', 'in office', 'her or his' were interpolated in line 18 on page 4 the words from 'in' to 'Province' were interpolated and the word 'aforesaid' struck off, in line 7 on page 5 the figure '2' was struck off, in lines 3, 14, and 15 on page 6 the words 'Plantation thereon' were interpolated, the words 'planti' thereon' was struck off, the letter (a)' struck off

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and the letter '(a)' interpolated in lines 8 and 18 on page 7 the word 'half' was interpolated and the letter 'c8' in 'depicted' written over type, in line 15 on page 9 the word 'one' was interpolated, in lines 6, 8, and 24 on page 11 the words 'by' and 'thirty' were struck off, the words 'of' and 'sixty' interpolated and the letter 'f' in 'Of' was written over type, in the original in line 17 on page 3 the word 'do' was interpolated, in lines 13, 26 and 27 on page 6 the letter 'h' in 'Sixteenth' was written over type, the letter '(a)' was struck off and the letter '(a)' interpolated, in line 18 on page 10 the letter 'j' in 'Kajuhena' was written over type before the foregoing instrument was read over and explained as aforesaid.

(Sgd.) H. T. RAMACHANDRA,  
*Notary Public.*

Date of attestation,  
13th October, 1940

SEAL

P. 7  
Mortgage Bond  
No. 1,387  
attested by  
H. T. Rama-  
chandra  
Notary Public.  
13.10.40—contd.

**P 6**

**Deed No. 1375**

20 Prior Registration :

Lots 1, 2 and 3 registered A269/73, B327/201, B347/274-276,  
347/277, 327/209, 325/53 and B325/350.

Colombo, 25th October, 1940.

(Sgd.) Illegibly, R. L.

Registered H 68/91, 92 and 75/273-274.

Puttalam 11th November 1940.

(Sgd.) Illegibly, R. L.

Registered D 47/81, A110/253, 254, 108/18, 109/293, 88/204, 113/161,  
102/299.

30 Chilaw 7th January, 1941.

(Sgd.) Illegibly, R. L.

P 6.  
Deed No. 1,375  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
30.10.40.

P. 6.

Deed No. 1,375  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
30.10.40—contd.

To all to whom these presents shall come, I Sockalingam Chettiar son of Suppramaniam Chettiar also known as Meyna Soona Oona Sockalingam Chettiar of Chokanathapuram, Ramnad District in South India and presently of 220 Sea Street in Colombo—

*Send Greeting—*

Whereas I the said Sockalingam Chettiar my brothers Veluyathan Chettiar and Valliappa Chettiar Kalyani Atchi as Administratrix of the estate of my brother Muthiah Chettiar and Suppramaniam Chettiar son of my brother Palaniappa Chettyar have for several years past been carrying on business in Colombo and Negombo in the Island of Ceylon under the name style and firm of Meyna Soona Oona.

10

And whereas the said firm of Meyana Soona Oona has been dissolved as and from the 16th day of September 1940.

And whereas valuations and estimates to the mutual satisfaction of all partners concerned have been made of the property estate credits and effects of the said business and the said property assets credits and effects of the said business have been agreed to be taken as and between the partners in accordance with the scheme of distribution mutually agreed upon by the remaining partners and me and reduced to writing in full and final settlement of all claims each of the partners may have against the others in the partnership business of Meyna Soona Oona.

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And whereas some of the movable assets has been distributed among the partners in accordance with the scheme of distribution accepted by all the partners.

And whereas in the course of the said business various properties were from time to time purchased by me in my own name with the Vilasam of Meyna Soona Oona.

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And whereas the properties so purchased were in fact purchased by me out of the partnership assets.

And whereas I am now called upon to convey the properties described in the schedule hereto to Velayuthan Chettiar in terms of the said scheme of distribution and I have agreed to do so.

Now Know Ye and these presents witness that I the said Sockalingam Chettiar also known as Meyna Soona Oona Sockalingam Chettiar in pnesuance of the scheme of distribution made of the property assets credits and effects of the firm of Meyna Soona Oona and in consideration of the premises do hereby convey assign transfer set over and assure unto my brother Velayutham Chettiar son of Suppramaniam Chettiar his heirs exocutors administrators and assigns all that and those the several lands and premises described in the schedule heroto together with its buildings and plantations thercon and all and singular the rights ways easements servitudes and appurtonances whatsoever thereunto belonging and all my estate right title interest property claim and demand whatsoever therein and theroto.

10

To have and to hold the said several lands and premises hereby conveyed and described in the schedule hereto and which are of the value of Rupees Twenty three thousand unto him the said Valayutham Chettiar his heirs executors administrators and assigns absolutely for ever.

And I the said Sockalingam Chettiar for myself my heirs executors and administrators do hereby covenant with the said Velayutham Chettiar his heirs executors administrators and assigns that I now have good right to convey and assure the said several lands and premises in manner aforesaid that the same are free from any encumbrance whatsoever and that I have not at any time hereinbefore made done or committed or been party or privy to any act deed matter or thing whereby or by means whereof the said several premises or any part thereof are is can shall or may be impeached or encumbered in title charge estate or otherwise howsoever and that I shall at any time hereafter at the request cost and expense of the said Velayutham Chettiar and his aforewritten do and execute or cause to be done and executed all such further and other acts deeds and assurances as the said Velayutham Chettiar and his aforewritten shall or may reasonably require for more perfectly and effectually conveying and assuring the said several lands and premises to the said Velayutham Chettiar and his aforewritten.

30

In witness whereof I the said Sockalingam Chettiar son of Suppramaniam Chettiar also known as Meyna Soona Oona Sockalingam Chettiar do hereby set my hand to three of the same tenor and date as these presents at Colombo this Thirtieth day of October

40

One thousand nine hundred and forty.

P. 6.

Deed No. 1,375  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
30.10.40—*cont.*

P 6.

Deed No. 1,375  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
30.10.40—contd.

## THE SCHEDULE ABOVE REFERRED TO

1. An allotment of land with the buildings thereon bearing assessment No. 28A presently No. 161 situated at Layards Broadway within the Municipality of Colombo Western Province bounded on the North by Prince of Wales Avenue East by premises bearing assessment Nos. 29 and 30 South by Layards Broadway and on the West by premises No. 28 containing in extent twelve and a quarter perches as per survey No. 1061 dated 23rd February, 1926 made by S. Sabaratnam Licensed Surveyor and held and possessed by me under and by virtue of deed No. 1159 dated 9th August 1934 attested by H. T. Ramachandra of Colombo Notary Public. Registered under A209/206. 10

2. All those houses bearing Nos. 122 and 123 and one half of the boutique bearing No. 124 from and out of all that land called Gorakagahawatte with the buildings trees and plantations thereon bearing assessment Nos. 121, 122 and 123 presently bearing Nos. 121, 121A, 122, 123 and 124 situated at Kanuwana within the Sanitary Board of Jaela in Ragama Pattu of Alut Kuru Korale in the District of Colombo Western Province bounded on the North by the limit of the portion of this land belonging to Welimina Rowel Hamine on the East by the high road on the South by the limit of a portion of this land belonging to Potensiona Rowel Hamine and on the West by the Kaduru fence of the ditch of this land containing in extent about one acre held and possessed by me under and by virtue of deed No. 1326 dated 16th December 1937 and attested by H. T. Ramachandara of Colombo Notary Public and registered under B 327/207. 20

3. (a) All those Lots marked B and C of the land called and known as Ambagahawatte situated at Tudella in the Ragam Pattu of Alut Kuru Korale in the District of Colombo Western Province and bounded on the North by a portion of this land East by field called Pothuwila claimed by the heirs of M. C. Manuel Perera on the South by the land of Eugin Perera and others and on the West by the high road from Colombo to Negombo containing in extent two roods fourteen perches and five hundredths of a perch as per plan No. 570 dated 26th November 1920 made by J. C. Fernando, Licensed Surveyor held and possessed by me under and by virtue of the aforesaid deed No. 1326 dated 16th December 1937 and attested by H. T. Ramachandra of Colombo and registered under B 325/160. 30

(b) All that undivided seven eighth part or share of an allotment of field called and known as Halgahakumbura situated at Tudella aforesaid bounded on the North by the liminary dam of the field belonging to the heirs of Maharage Sebastian Perera and others on the East of Depa Ela on the South by a portion of Halgaha 40

kumbura and on the West by a boundary separating the land of Biyanwilage Peduru Dareju and others containing in extent about two bushels of paddy sowing and held and possessed by me by virtue of the aforesaid deed No. 1326 dated 16th December 1937 and attested by H. T. Ramachandra of Colombo Notary Public and registered under B 298/249.

P 6.  
Deed No. 1,375  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
30.10.40—contd.

10 (c) All that divided three eight part or share of the allotment of field called and known as Halgahakumbura situated at Tudella aforesaid and bounded on the North by Halgahakumbura East by Depa Ela South by Medaliyadde Kumbura and on the West by the land belonging to Domisiyanu Perera and others containing in extent about one bushel of paddy sowing held and possessed by me by virtue of the aforesaid deed No. 1326 dated 16th December 1937 and attested by H. T. Ramachandra of Colombo Notary Public and registered under B 298/250.

20 (d) All that undivided seven eighth part or share of the field called and known as Medaliyadde Kumbure situated at Tudella aforesaid bounded on the North by Halgahakumbura East by Depa Ela South by the limitary dam of Siyambalagaha Kumbura and on the West by the boundary of the land belonging to N. J. C. Wijesekera, Notary Public containing in extent about one and a half bushel of paddy sowing held and possessed by me under and by virtue of deed No. 1326 dated 16th December 1937 and attested by H. T. Ramachandra of Colombo Notary Public and registered under B 298/251.

30 (e) An undivided one third share of the undivided one fourth share towards the North of the land called Ambagahawatta situated at Tudella aforesaid bounded on the North by the land belonging to Istakidiyagu and others on the East by the ditch of Potuwila Kumbura on the South by the one third share of this land formerly of Domisiyanu Perera and presently of Jusey Perera and on the West by the high road leading from Colombo to Negombo containing in extent three roods and four perches and held and possessed by me by virtue of the aforesaid Deed No. 1326 dated 16th December 1937 and attested by H. T. Ramachandra of Colombo Notary Public and registered under B 327/209.

40 (f) All that Lot marked letter E together with the trees plantations and everything belonging thereto (being the portion allotted in lieu of three contiguous portions of Gorakagahawatta) from and out of the three contiguous portions of half part of Gorakagahawatta, half part of Gorakagahawatta Kotasa and half part of Gorakagahawatta situated at Tudella aforesaid which said three contiguous portions forming one property and called Gorakagahawatta is bounded on the North by a portion of Gorakagahawatta and portions



P 6.  
Deed No. 1,375  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
30.10.40—contd.

of Gorakagahawatta belonging to Manuel Dareeju and others on the East by the high land of the field belonging to Mutuporatotage Manuel Perera on the South by Ambagahawatta belonging to Mutuporatotage Jusey Perera and on the West by the high road containing in extent two roods more or less which said land is otherwise mentioned in plan No. 3713 dated 14th September 1926 made by J. C. Fernando, Licensed Surveyor as contiguous lands called Ambagahawatta, Gorakagahawatta and Talgahakumbura containing in extent one acre and thirty seven perches which said portion marked Lot E is bounded on the North by lands belonging to J. Juan Perera and B. Manuel Dareeju on the East by Lot marked letter D on the South by lots marked letter A1 and A2 and on the West by high road containing in extent twenty nine perches according to the aforesaid plan and held and possessed by me under and by virtue of deed No. 1326 dated 16th December 1937 attested by H. T. Ramachandra of Colombo Notary Public and registered under B 325/53 exclusive of a portion marked X in plans 5484 and 5484X dated 2nd March 1939 made by J. Carlo Fernando Licensed Surveyor being a portion of the three allotments of land called Ambagahawatte, Gorakagahawatte and Halgahakumbura situated at Tudella aforesaid and which said portion X is bounded on the North by land of J. Juwan Perera, East and South by Lot Y and West by high road containing in extent six perches and seventy five one hundredths of a perch referred to in deed No. 1353 dated 4th April 1939 attested by H. T. Ramachandra of Colombo Notary Public and registered under B 335/251.

(g) An undivided one sixtieth part of share or all those contiguous portions of land called Gorakagahawatta situated at Tudella aforesaid bounded on the North by the land of Maha Marakalage Anthony Perera East by Potuwila South by lands of Koswattedeniya Raphiel Perera and others and on the West by the Government high road and which land is described as A1 in plan No. 3713 dated 14th September 1926 and made by J. Carlo Fernando Licensed Surveyor and is bounded on the North by a portion of Lot E belonging to M. S. O. Sockalingam Chettiar on the East by Lot D on the South by Lot B and on the West by the high road containing in extent seven and a half perches held and possessed by me under and by virtue of deed No. 1358 dated 4th April 1939 attested by H. T. Ramachandra of Colombo Notary Public and registered under B 335/250.

4. An undivided one third part or share from and out of (a) all that portion depicted as Lot B in plan No. 491 dated 14th March 1922 made by A. M. Perera Licensed Surveyor of the land called Keeriyankalleiyewatta situated at Keeriyankalliya in Rajakumaravanni Pattu pertaining to Puttalam Pattu Division in the District of Puttalam North Western Province the said portion being bounded on the North by the portion of this entire land depicted as Lot A in the said plan No. 491 East by the land described in T. P. No.

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161006 belonging to Warnakula Aditta Arsanilaitta Don Elaris Perera South by the district boundary road leading to Kurunegala and West by high road leading to Puttalam from Chilaw containing in extent nine acres two roods and sixteen perches.

P. O.  
Deed No. 1,375  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
30.10.40—*contd.*

10 (b) All that allotment of land called Keeriyankalli situate at Keeriyankalliya aforesaid bounded on the North by the reservation along the bund of the tank called Keeriyankalliyawewa East by the field of Don Elaris Perera Appuhamy South by the road leading to Andigama and from thereto Kurunegala from Chilaw and West by the land described in T. P. 161006 now the property of W. A. A. Don Elaris Perera containing in extent three acres three roods and thirty six perches.

20 (c) All that allotment (being the divided southern half part) of the land called Keeriyankalli Thottam situate at Keeriyankalliya aforesaid and bounded on the North by the other half part of this land allotted to Kalubovilage Don Migel Appuhamy now owned by his son K. D. Victor East by the land described in T. P. 137434, South by the lands described in T. P's Nos. 159263 and 161006 now of W. A. A. Don Elaris Perera and West by high road containing in extent five acres three roods and thirty perches.

(d) All that portion depicted as Lot A in the said plan No. 491 of the land called Keeriyankalliyawatta situate at Keeriyankalliya aforesaid the said portion being bounded on the North by the land described in T. P. No. 166254 and by a footpath, East by the land described in T. P. No. 161006 presently of W. A. A. Don Elaris Perera South by the other portion of this land and west by the high road leading from Chilaw to Puttalam containing in extent nine acres two roods and sixteen perches.

30 (e) An allotment of land called Keeriyankalli situated at Keeriyankalliya aforesaid and bounded on the North by the Crown land called Keeriyankalli South by a road and West by the land described in T. P. 159263 containing in extent twelve acres two roods and thirty five perches as per title plan No. 161006.

40 (f) All that allotment of land called Keeriyankalliya situate at Keeriyankalliya aforesaid bounded on the North East and South by the land described in T. P. 159263 and West by reservation along the road containing in extent thirty two perches as per title plan No. 239525 which said six allotments of lands are contiguous to one another and form one property and are described as the several contiguous allotments of land called and known as Keeriyankalliya Estate situated at Keeriyankalliya aforesaid bounded on the North by the land of K. D. Victor the land of Muttur Suppiah and Keeriyankalliyawewa East by Keeriyankalliyawewa and the field of W. Elaris Perera South by Compass Road leading from

P 6.  
Deed No. 1,375  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
30.10.40—*contd.*

Puttalam-Chilaw high road to Andigama and West by the high road leading from Puttalam to Chilaw containing in extent forty two acres and nine perches as per Survey No. 1531 dated 14th December 1919 and made by A. M. Perera Licensed Surveyor and is registered under H 68/91.

5. An undivided one third part or share from and out of all those contiguous allotments of land called Dangahawatta *alias* Thalguhawatta or Dangahawattekelle forming one property situate at Angunuwila in Rajakumara Wannu Pattu pertaining to Puttalam Pattu Division aforesaid bounded on the North and East by Dewata Roads South by the road leading from Keeriyankalliya to Andigama and West by the land of Ponniah and others containing in extent six acres and two perches and registered under H 68/92. 10

6. An undivided one third part or share from and out of all that divided and defined block of all those contiguous allotments of land called Siyambalagahawatta Mukalana Thalawewa Mukalana Siyambalagahawatta situate at Angunuwila aforesaid which said divided and defined block is bounded on the North by the field of W. A. A. Don Elaris Perera, Crown Jungle and Gansabawa Road, East by Gansabawa Road South by Compass Road from Keeriyankalliya to Andigama and West by the land belonging to the Roman Catholic Church containing in extent nine acres three roods and thirty two perches and registered under H 65/33. 20

7. An undivided one third part or share from and out of (a) all that allotment of land called Oyalanga Mukalana *alias* Kapuhena Kotuwa and Polwatta situated at Angunuwila aforesaid bounded on the North by Oyalanga Mukalana said to belong to the Crown East by T. P. 346689 South by T. P's 331136 and 269278 and West by reservation along the road containing in extent fourteen acres and twenty six perches as per title plan No. 386292 annexed to the Crown Grant dated 21st September 1927. 30

(b) All that allotment of land called Angunuwila Mukalana situated at Angunuwila aforesaid bounded on the North by Crown land now belonging to W. A. A. D. Elaris Perera, East by Crown land and T. P. No. 217298 South by the land in T. P. No. 245392 and by Crown land (both now of the property of K. D. Francis Xavier) and West by the reservation along the road containing in extent fourteen acres three roods and thirty perches as per title plan No. 269278 annexed to the Crown Grant dated 24th October 1910.

(c) All that allotment of land called Kapuhena Mukalana situate at Angunuwila aforesaid bounded on the North and East by Crown lands in T. P's 386292 and 331136 now of W. A. A. D. Elaris Perera South by the land in T. P. 217298 now of K. D. Francis Xavier 40

and West by the land in T. P. 269272 now of W. A. A. D. Elaris Perera containing in extent ten acres and thirty perches as per title plan No. 319467 annexed to the Crown Grant dated 18th July 1916.

P. O.  
Deed No. 1,375  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
13.10.40—contd.

(d) All that allotment of land called Kapuruhenawatta and Kapuruhenena Kotuwa *alias* Kapuruhenena Mukalana situate at Angunawila aforesaid bounded on the North by Kapuruhenena Mukalana said to belong to the Crown appearing in T. P. 386292 now of W. A. D. Elaris Perera East by Lot 1 in T. P. 4680 appearing in T. P. 346689 of W. A. A. D. Elaris Perera South by the land in T. P. No. 217298 now the property of K. D. Francis Xavier and West by the land in T. P. 319467 now the property of W. A. A. D. Elaris Perera containing in extent ten acres and seventeen perches as per title plan No. 331136 annexed to the Crown Grant dated 11th November 1918.

(e) All that allotment of land called Kapuruhenawatta *alias* Kapuruhenena Mukalana situated at Angunawila aforesaid bounded on the North by Kapuruhenena Mukalana said to belong to the Crown East by Kapuruhenena Mukalana said to belong to the Crown and T. P. 275262 property of Ponniah Mudalali South by T. P. 217298 property of K. D. Francis Xavier and West by T. P. 331136 and by Kapuruhenena Mukalana said to belong to the Crown being land appearing in T. P. 386292 containing in extent fifteen acres three roods and fourteen perches as per title plan No. 346689 and annexed to the Crown Grant dated 9th December 1921 which said five lots are contiguous to one another and form one property and are described as all those contiguous allotments of land called and known as Angunawila Estate situate at Angunawila aforesaid bounded on the North by the land belonging to the Crown East by the land belonging to the Crown and the land of Ponniah Mudalali South by the land of K. D. Francis Xavier and West by Gansabawa Road containing in extent sixty five acres three roods and six perches as per plan No. 1532 dated 14th December 1929 and made by A. M. Perera Licensed Surveyor and registered under H 65/32.

8. An undivided one third part or share from and out of all that divided and defined block from and out of all that land called Welawela Mukalana situate at Tarakudavila in Anaivelundan Pattu of Pitigal Korale North in the District of Chilaw North Western Province which said divided portion is bounded on the North by Compass Road from Keeriyankalliya to Andigama East by a portion of the land Welawela Mukalana belonging to Benedicta Obris South by the land of Nalliyal Ex Udayar and West by the cart road containing in extent eighteen acres and thirty eight perches as per plan No. 1534 dated the 14th December 1929 and made by A. M. Perera Licensed Surveyor of which an undivided portion in extent eight acres and registered under D45/284 all of which said 4, 5, 6, 7 and 8th lands are held and possessed by Sena Kana

F 6.  
Deed No. 1,375  
attested by  
E. T. Rama-  
chandra,  
Notary Public.  
30.10.40—*contd.*

Nana Sena Sekappa Chettiar of Okkur and by me in the proportion of one third to the said Sekappa Chettiar and two third to me by virtue of deed No. 4010 dated 4th May 1935 and attested by P. D. F. de Croos Notary Public of Negombo.

9. (a) An undivided five sixth share from and out of the land called Madangahawatta situated at Nainamadama in Kammal Pattu of Pitigal Korale in the District of Chilaw North Western Province which said land is bounded on the North by the second mentioned land herein formerly of Augustina Thamal, East by Dewata Road South by land of Anthony Fernando and another and West by the land of Augustina Thamal containing in extent about fifty coconut trees plantable ground and registered under A 110/253 Chilaw. 10

(b) The land called Madangahawatta situated at Nainamadama aforesaid bounded on the North by the land now of Anthony Fernando East by Dewata road South by the first mentioned land herein and West by the land of the heirs of Augustina Thamel containing in extent about fifty coconut trees plantable ground and registered under A 110/254 Chilaw.

(c) An undivided five sixths shares from and out of the divided western portion of the land called Madangahahena and Kadurugahahena situated at Dummaladeniya in Kammal Pattu of Pitigal Korale aforesaid which said divided western portion is bounded on the North by the land of Sebastian Kurera East by a portion of this land of the heirs of Gabriel Fernando South by the portion of the land of the heirs of Augustino Fernando and West by the portion of land of the heirs of Kammal Tissera and others and containing in extent about ninety six coconut trees plantable ground and registered under A 108/18 all three of which lands are held and possessed by me the said Sockalingam Chettiar by virtue of deed No. 4348 dated 19th May 1939 and attested by P. D. F. de Croos of Negombo Notary Public. 20 30

10. An undivided one half part or share of (a) all that undivided extent of land after excluding an undivided extent of twenty five coconut trees plantable ground which is already planted with coconut trees out of an undivided five sixth shares of Mellegahawatta and Mailagahawa Kotasa situated at Wennappuwa in Kammal Pattu of Pitigal Korale South in the District of Chilaw North Western Province which entire land is bounded on the North by Gankadabima separating the village Kollinjadiya East by land of Juse Fernando and others now of John Fernando Registrar and others South by land of Amarasige Clementa Fernando and West by land of Augustina Perera and garden of the heirs of Santiago Fernando containing in extent two acres and eighteen perches as per plan No. 1393 dated 1st October 1928 made by A. M. Perera Fiscal's Licensed Surveyor and registered under A 99/106. 40

P 6.  
Deed No. 1,375  
attested by  
H. T. Rama-  
chandra,  
Notary Public.  
30.10.40—contd.

(b) All those allotments of two portions of land called Meelagaha-watta situated at Wennappuwa aforesaid which entire land is bounded on the North by land of Amarasige Clementa Fernando and others East by land of Juwakinu Costa and others South by garden of Juan Jagorias Fernando Muppurala and West by land of Agostinu Perera containing in extent three roods and seven perches as per plan No. 1394 dated 1st October 1928 made by A. M. Perera Fiscal's Licensed Surveyor and registered under A 88/204.

10 (c) An undivided two third share of the land called Ambagahawatta and of the buildings standing thereon situated at Wennappuwa aforesaid which said entire land is bounded on the North by garden of Thobias Fernando East by garden of Juse Fernando South by garden of Abilinu Vederala and West by land of Grasiano Perera containing in extent one acre and twenty seven perches as per plan No. 1395 dated 1st October 1928 made by A. M. Perera Fiscal's Licensed Surveyor and registered under A 75/162.

20 (d) The land called Kajugahawatta *alias* Kahatagahawatta with the buildings standing thereon situate at Wennappuwa aforesaid which said entire land is bounded on the North by the land of Amarasige Clementa Fernando East by land of Selcstina Perera South by land of Christina Naide and West by Dewata Road containing in extent one acre and eighteen perches as per plan No. 1396 dated 1st October 1928 made by A. M. Perera Fiscal's Licensed Surveyor and registered under A 58/36 all of which four allotments of lands are held and possessed by Vena Pena Reena Pana Lana Arunachalam Chettiar and by me the said Sockalingam Chettiar under and by virtue of deed No. 560 dated 18th January 1933 attested by R. Muttusamy of Colombo Notary Public.

Signed in the presence of us.

30 (Sgd.).....(In Tamil.)

Signature of Soona Pana Valliappa Chettiar.

(Sgd.).....(In Tamil.)

Signature of Seena Moona Somasunderam Chettiar.

(Sgd.).....(In Tamil.)

Signature of Soona Pana Sockalingam Chettiar also known as Meyana Soona Oona Sockalingam Chettiar.

(Sgd.) H. T. RAMACHANDRA,  
Notary.

P 8.  
Deed No. 1,375  
attested by  
H. T. Rama-  
chandra  
Notary Public.  
30.10.40—contd.

I, Hallock Tiruvilangam Ramachandra of Colombo in the Island of Ceylon Notary Public do hereby certify and attest that the foregoing instrument having been duly read over and explained by me the said Notary to the within named Sockalingam Chettiar who is known to me in the presence of Soona Pana Valiappa Chettiar and Seena Moona Somasunderam Chettiar both of Sea Street in Colombo the subscribing witnesses hereto both of whom are also known to me the same was signed by the said Sockalingam Chettiar as Soona Pana Sockalingam Chettiar also known as Meyna Soona Oona Sockalingam Chettiar and also by the said witnesses in my presence and in the presence of one another all being present at the same time at Colombo aforesaid on this Thirteenth day of October one thousand nine hundred and forty.

10

I further certify and attest that the duplicate of this instrument bears eight stamps of the value of Rupees Three Hundred and eighty seven and the original a stamp of one rupee and that the stamps were supplied by me.

I further certify and attest that in the duplicate in line 4 on page 1 the words "son of Suppramaniam Chettiar" were interpolated in line 10 on page 2 the letter "ay" in "Velayathan" were typed over erasure in line 18 on page 5 the letter "o" in "Pedro" was interpolated in line 27 on page 6 the word from "Gorakagahawatta" to "half" were interpolated in lines 7, 23 and 27 on page 7 the word "land" was interpolated the letters "Kumbura" in "Halgahakumbura" and the figure "3" in "1353" were typed over erasure in lines 7 and 13 on page 8 the words "on the east by Lot D and the letter "(a)" were interpolated, in line 11 on the same page the letter "(a)" was deleted, in line 18 on page 9 the word "roods" was interpolated in line 32 on page 10 the words from "Mukalana" to "Siyambalagahawatta" were interpolated and the word "Mukalana" struck off in line 7 on page 11 the word "(a)" was struck off in line 8 on the same page the word "(a)" was interpolated in line 4 on page 13 the word "roods" was interpolated in lines 4, 25 to 32 on page 14 the word "plantable" was typed over erasure and the figure and words from "10" and undivided" to "Colombo" were struck off lines 1 to 14 on page 15 were struck off in lines 15 and 16 on the same page the figure "11" was altered to "10" the word (a) was struck off and "(a)" interpolated in the original in line 33 on page 7 the figure "8" in "1358"

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was altered to "3" in lines 12, 18 and 19 on page 8 the words " on the east by Lot D and "(a)" were interpolated and "(a)" deleted in lines 8, 21 and 22 on page 11 the letter "p" in "Ponniah" and the word "(a)" were interpolated and the word "(a)" deleted in line 11 on page 15 the word (a) was deleted and the word "a" interpolated before the foregoing instrument was read over and explained as aforesaid.

P. 6  
Deed No. 1,357  
attested by  
H. T. Rama-  
chandra  
Notary Public.  
30.10.40—contd.

Date of attestation, 13th October 1940.

SEAL

10

(Sgd.) H. T. RAMACHANDRA,  
Notary Public.

True Copy

(Sgd.) Illegibly,  
Notary Public.

P 8

Deed No. 761

Registered D 57/82

Chilaw March 17, 1945

Registered H 81

228, 218, 229, 230

Puttalam 5, March 1945

P 8.  
Deed No. 761  
attested by  
C. A. L. Corea,  
Notary Public.  
24.2.45.

20

Sgd. . . . .  
Registrar of Lands

Sgd. . . . .  
Registrar of lands

PRIOR REGISTRATION : Noted within.

No. 761

DEED OF TRANSFER

This 24th day of February, 1945.

TO ALL TO WHOM THESE PRESENTS SHALL COME,  
WE (1) Sena Kana Nana Sena Sekappa Chettyar of Okkurin India  
presently of Negombo (2) Meyna Soona Oona Soona Pana Veyanna  
Valayuthan Chettiar also known as Soona Pana Veyanna Vala-  
yuthan Chettiar by my attorney Moona Karuppana Pillai of Old

30



P B.  
Deed No. 761  
attested by  
C. A. L. Corea,  
Notary Public,  
24.2.45--contd.

Moor Street, Colombo duly appointed as such attorney by virtue of power of Attorney No. 1420 dated 27th November, 1942, attested by H. T. Ramachandra, Notary Public of Colombo (a certified copy whereof is hereto annexed), (3) Kalyani Atchi wife of Muthiah Chettiar of Sokkanathapuram in my personal capacity and as Administratrix of the Estate of my husband the said Muthiah Chettiar duly appointed as such Administratrix in D. C. Colombo Testamentary Case No. 7986, by my Attorney Moona Karuppana Pillai aforesaid, duly appointed as such Attorney by virtue of power of Attorney dated 27th January, 1944, (a certified copy whereof is hereto annexed), and (4) Meyappa Chettiar son of the said Muttiah Chettiar by my Attorney the said Moona Karuppana Pillai duly appointed as such attorney by virtue of power of Attorney dated the 27th January, 1944, aforesaid (hereinafter sometimes called or referred to as the said vendors).

10

#### SEND GREETINGS—

Whereas under and by virtue of Deed No. 4010 dated 4th May, 1935, attested by P. D. F. de Croos Notary Public of Negombo, Mena Suna Oona Sockkalingam Chettiar of Sockkanddapuram in India and Sena Kana Nana Sena Sekappa Chettyar of Okkurin in India were the owners and proprietors seized and possessed of or otherwise well and sufficiently entitled to the lands fully and particularly described in the schedule hereto in the following proportions to wit:—An undivided two third share to the said Mena Suna Oona Sockkalingam Chettiar and the remaining undivided one third share to the said Sena Kana Nana Sena Sekappa Chettyar, the 1st named Vendor.

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And whereas under and by virtue of Deed No. 1375 dated 13th October, 1940, attested by H. T. Ramachandra, Notary Public of Colombo, the said Sockkalingam Chettiar son of Suppramaniam Chettiar also known as Meyna Soona Oona Sockkalingam Chettiar sold and transferred an undivided one third share of the said lands described in the schedule hereto to his brother Velayuthan Chettiar, the 2nd named Vendor.

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And whereas under and by virtue of Deed No. 1387 dated 13th October, 1940, attested by H. T. Ramachandra, Notary Public, of Colombo the said Sockkalingam Chettyar son of Suppramaniam Chettiar also known as Meyna Soona Oona Sockkalingam Chettyar sold and transferred the remaining undivided one third share of the said lands described in the schedule hereto to the said Kalyani Atchi as Administratrix of the estate of her husband Muthiah Chettiar, to her the said Kalyani Atchi in her personal capacity, the 3rd named vendor, and also to the said Meyappa Chettiar son of the said Muthiah Chettiar, the 4th named vendor.

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And whereas under and by virtue of Deed No. 1396 dated 5th March, 1941, attested by H. T. Ramachandra, Notary Public of Colombo, the transferees on Deed Nos. 1375 and 1387 aforesaid were ratified confirmed and declared to be owners and proprietors seized and possessed of or otherwise well and sufficiently entitled to the lands mentioned in the schedule hereto.

P 8.  
Deed No. 701  
attested by  
C. A. L. Corea,  
Notary Public.  
24.2.45—contd.

10 And whereas the said vendors have agreed with Muttuwai ren Sittambalam Pillai also known as MUTTUWAI REN LADAMUTTU PILLAI of Bridge Street, Chilaw (hereinafter sometimes called or referred to as the vendee) for the absolute sale and assignment unto him of the premises in the said schedule hereto fully and particularly described for the consideration hereinafter mentioned.

20 Now know ye and these presents witness that the said vendors in pursuance of the said agreement and in consideration of the sum of RUPEES SEVENTY FIVE THOUSAND (Rs. 75,000) lawful money of Ceylon well and truly paid to the said vendors by the said vendee (the receipt whereof the said vendors do hereby admit and acknowledge) do hereby grant sell, convey, assign transfer, set over and assure unto the said vendee and his heirs, executors administrators and assigns the said premises in the said schedule hereto fully and particularly described together with all and singular the buildings and plantations thereon and the rights, ways, water courses, privileges, easements, servitudes and appurtenances whatsoever thereof or thereunto in any wise belonging or used or enjoyed therewith or reputed to belong or appurtenant thereto as part or parcel thereof and all the estate, right, title, interest claim and demand whatsoever of the said vendors into upon or out of the same and all title, deeds, vouchers and other writings relating thereto.

30 To have and to hold the said premises hereby conveyed or expressed or intended so to be and every part thereof unto the said vendee and his aforewritten absolutely for ever.

40 And the said vendors for themselves and their heirs, executors and administrators covenant and declare with and to the said vendee and his aforewritten that the said premises hereby sold and assigned and every part thereof are free from all encumbrances and that they have good right and full power to grant and convey the said premises in manner aforesaid and that the said vendors and their aforewritten shall and will always warrant and defend the title to the said premises hereby sold and assigned and every part thereof against any person or persons whomsoever and shall and will at all times hereafter at the request and the costs of the said vendee and his aforewritten do and execute or cause to be done and executed all such further and other acts, deeds, matters and things which shall or may be

P 8.  
Deed No. 761  
attested by  
C. A. L. Corea,  
Notary Public.  
24.2.45—contd.

necessarily for the better or more perfectly assuring the said premises hereby sold and assigned and every part thereof unto the said vendee and his aforewritten as by him or his aforewritten shall or may be reasonably required.

The Schedule above referred to :—

THE SCHEDULE ABOVE REFERRED TO :

- (1) All that allotment of land called and known as Keeriyankalliya Estate situate at Keeriyankalliya in Rajakumaravanni Pattu pertaining to Puttalam Pattu South, Puttalam Pattu Korale in the District of Puttalam, North Western Province and which said allotment is bounded on the North by the land of K. D. Victor, the land of Muttar Suppiah and Keeriyankalliyawewa, East by Keeriyankalliyawewa and the field of W. Elaris Perera, South by Compass Road leading from Puttalam-Chilaw High Road to Andigama and West by the High Road leading from Puttalam to Chilaw containing in extent Forty two acres and Nine perches as per survey plan No. 1531 dated 14th December, 1929, and made by A. M. Perera Licensed Surveyor of Chilaw and registered under H. 68/91, with soil, plantations, buildings and everything appertaining thereto. 10
- (2) All those contiguous allotments of land called DANGAHAWATTA *alias* THALGAHAWATTA or DANGAHAWATTEKELE forming one property situate at Angunawila in Rajakumaravanni Pattu aforesaid and bounded on the North and East by Dewata Roads, South by the road leading from Keeriyankalliya to Andigama and West by the land of Ponniah and others containing in extent Six Acres and Two Perches and Registered under H 68/92 with soil, plantations, buildings and everything appertaining thereto. 20
- (3) All that divided and defined block of all those contiguous allotments of land called Siyambalagahawatta Mukalana Thalawewa Mukalana, Siyambalagahawatta situate at Angunawila aforesaid and which said divided and defined block is bounded on the North by the field of W. A. A. Don Elaris Perera, Crown Jungle and Gansabhawa Road, East by Gansabhawa Road, South by Compass Road from Keeriyankalliya to Andigama and West by the land belonging to the Roman Catholic Church containing in extent Nine Acres three roods and thirty two perches and registered under H 75/273, with soil, plantations, buildings and everything appertaining thereto. 30
- (4) All that land called and known as ANGUNAWILA ESTATE situate at Angunawila aforesaid and bounded on the North by the land belonging to the Crown, East by the land belonging to the 40

Crown and the land of Pouniah Mudalali, South by the land of K. D. Francis Xavier and West by the Gansabhawa Road containing in extent sixty five acres three roods and six perches as per plan No. 1532 dated 14th December, 1929, and made by A. M. Perera, Licensed Surveyor of Chilaw and registered under H. 75/274, with soil, plantations, buildings and everything appertaining thereto.

P 8.  
Deed No. 761  
attested by  
C. A. L. Corea,  
Notary Public.  
24.2.46—contd.

(5) All that divided and defined block from and out of all that land called WELAWEL MUKALANA situate at Tarakudavila in Anaivilindan Pattu of Pitigal Korale North in the District of Chilaw, North Western Province and which said divided portion is bounded on the North by Compass Road from Keeriyankalliya to Andigama East by a portion of the land Welawel Mukalana belonging to Benedicta Obris, South by the land of Nallyyah Ex-Udayar and West by the Cart Road containing in extent eighteen acres and thirty eight perches as per plan No. 1534 dated 14th December, 1929, and made by A. M. Perera, Licensed Surveyor of which an undivided portion in extent eight acres, and registered under D 47/181, with soil, plantations, buildings and everything appertaining thereto.

In witness whereof we the said vendors do hereunto and to two others of the same tenor and date as these presents set our respective hands at Chilaw on this Twenty Fourth day of February one thousand nine hundred and forty five.

WITNESSES

We do hereby declare that we are well acquainted with the executants hereof, and know their proper names, occupations, and residences.

30

1. Signature of Ana Runa Kana Nana Arunasalam Chettiar

2. Signature of H. A. Sahib

1. Signature of Sena Kana Nana Sena Sekappa Chettiar

2. Signature of Meyna Soona Oona Pana Veyanna Velauthan Chettiar also known as Soona Pana Veyanna Velauthan Chettiar by his attorney Moona Karuppana Pillai

3. Signature of Kaliyani Atchi by her attorney Muna Karupanna Pillai

4. Signature of Meyappa Chettiar by his attorney Muna Karupanna Pillai

(Sigd.) C. A. L. COREA,  
Notary Public

P 8.  
Deed No. 761  
attested by  
C. A. L. Corea,  
Notary Public.  
24.2.45—contd.

I, CONRAD ASHTON LESLIE COREA, of Chilaw in the Island of Ceylon, Notary Public, do hereby certify and attest that the foregoing Instrument having been duly read over and explained by me the said Notary to the within named (1) Sena Kana Nana Sena Sekappa Chettyar of Negombo, (2) Meyna Soona Oona Soona Pana Veyanna Velayuthan Chettiar also known as Soona Pana Veyanna Velayuthan Chettiar by his attorney Moona Karuppana Pillai of Old Moor Street, Colombo (3) Kalyani Atchi wife of Muthiah Chettiar in her personal capacity and as administratrix of the estate of her husband the said Muthiah Chettiar, duly appointed as such Administratrix in D. C. Colombo Testamentary Case No. 7986, by her Attorney the said Moona Karuppana Pillai and (4) Meyappa Chettiar son of the said Muttiah Chettiar by his Attorney the said Moona Karuppana Pillai who have all signed in Tamil characters respectively, and who are known to me in the presence of Ana Runa Kana Nana Arunasalam Chettiar of Ja-Ela who has signed in Tamil characters and Haja Alaudeen Sahib of Chilaw who has signed as "H. A. Sahib" the subscribing witnesses hereto both of whom are known to me the same was signed by the said Executants, by the said witnesses and by me the said Notary in the presence of each other all being present at the same time at Chilaw on this Twenty Fourth day of February, One Thousand Nine Hundred and Forty Five.

10

20

And I further certify and attest that the Duplicate of this Instrument bears five stamps of the value of Rupees One Thousand Two Hundred and three (Rs. 1203.00) and the Original bears one stamp of the value of Rupees one (Rs. 1.00) which were supplied by me.

And I further certify and attest that the within mentioned consideration was paid by the vendee to the vendors in my presence as follows:—Rupees Fifty Thousand (Rs. 50,000.00) in cash and the balance Rupees Twenty Five Thousand (Rs. 25,000) by cheque bearing BB/7 No. 36811 of 24.2.1945 drawn on the Imperial Bank of India, Colombo.

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And I further certify and attest that on page 5 line 17 of the Original "nine" was typed over an erasure and line 37 of the same page of the said copy "Eight" was interpolated and on page 5 line 34 of the Duplicate the word "Eight" was interpolated before the foregoing instrument was duly read over and explained as aforesaid.

Date of attestation February, 24th 1945.

Sgd. C. A. L. COREA.  
Notary Public.

40

SEAL

## Plaint in D. C. Negombo Case No. 7365

## IN THE DISTRICT COURT OF NEGOMBO

MEENA SOONA OONA SOCKALINGAM CHETTYAR by  
his attorney MUNA KARUPPANAPULLE of Negombo  
..... *Plaintiff.*

No. 7365

*Vs.*

1. WARNAKULA ADITTA ARSANILAITTA DON ELARIS  
PERERA APPUHAMY of Marawila, (2) WARNAKULA-  
10 SURIYA ELARIS DABARERA of Gangoda Marawila  
..... *Defendants.*

This 31st day of January 1953.

The plaintiff of the plaintiff above named appearing by Peter D. F. de Croos his proctor states as follows :—

(1) The 1st defendant abovenamed by a bond No. 533 dated 9th day of April 1930 attested by P. J. Loos Notary Public which is filed herewith and pleaded as part of this plaint bound himself his heirs executors and administrators to pay to M. S. O. Muttiah Chettyar and M. S. O. Velauthan Chettyar, M. S. O. Supramaniam Chettyar, M. S. P. Sockalingam Chettyar and S. K. N. S. Sekappa Chettyar or to any one of them or to their or his attorney's heirs executors administrators assigns on demand at Negombo within the jurisdiction of this court the principal sum of Rs. 25,000 and to pay interest thereon at 15 per centum per annum to be computed from the said date and to be paid once in every four months in advance to wit : on or before the 8th day of April, August and December of each and every year.

(2) It was further provided by the said bond that if payment was made regularly in manner aforesaid interest should be accepted by the aforesaid Obligees at the reduced rate of 12 per centum per annum in lieu of and in satisfaction of the higher rate.

(3) For the purpose of further securing to the obligees the payment of all moneys payable under and by virtue of the said bond the 1st defendant by the same bond mortgaged and hypothecated to and with the obligees the premises fully described in the schedule hereto.

1 D 1  
 Plaintiff  
 D. C. Negombo  
 Case No. 7365  
 31.1.53—*contd.*

(4) The 1st defendant has paid the interest till 8th December 1930 and after that he paid a sum of Rs. 500 to be applied towards the interest on this bond for which the plaintiff has given credit to the 1st defendant.

(5) There is now justly and truly due and owing from the 1st defendant on this bond sued upon the sum of Rs. 25,000 as principal and Rs. 7,625 as interest till the 7th February 1933 together amounting to Rs. 32,625 which sum or any part thereof the 1st defendant has failed and neglected to pay though thereto demanded.

(6) The 2nd defendant abovenamed is made a party hereto as he holds a Mortgage created under bond No. 2339 dated 8th March 1931 attested by T. P. M. F. Gunawardene Notary Public subsequent to the mortgage bond filed herein, to show cause if any why the mortgaged premises or any of them should not be sold for the recovery of the above amount. 10

Wherefore the plaintiff for judgment in a sum of Rs. 32,625 together with further interest on Rs. 25,000 at 15 per cent per annum from 7th February 1933 till date of final decree and thereafter at legal interest on the aggregate amount of decree till payment in full and the costs of suit on some day to be named by the court and in default thereof that the said premises may be sold by person named herein below and the proceeds thereof may be applied in and towards the payment of the amount of the said principal interest and costs and if any such proceeds shall not be sufficient for the payment in full of such amount that the said 1st defendant do pay to the plaintiff the amount of the deficiency with interest thereon at the aforementioned rate until realization and that for that purpose all proper directions be given and the accounts taken by the court. 20

That the sale of the mortgaged premises be carried out by Messrs. M. P. Kurera & Co. Auctioneers Negombo or in the event of their being unable to carry out the said sale then by any other auctioneer or auctioneers as will be appointed by the court with the approval of the conditions of sale filed herewith. 30

That the decree holder be given credit in terms of the aforesaid conditions of sale.

That the auctioneer who will be so nominated to carry out the said sale do execute the conveyance in favour of the purchaser in terms of the aforesaid conditions of sale.

The document filed with plaintiff,

40

The Mortgage Bond No. 533 dated 9th April 1930.

The certified copy of the power of Attorney.

111  
Plaint in  
D. C. Negombo  
Case No. 7365  
31.1.33—contd.

P. D. F. DE CROOS,  
*Proctor for plaintiff.*

Settled by :

(Sgd.) YOGARATNAM,  
*Advocate.*

IN THE DISTRICT COURT OF NEGOMBO

10 MENA SOONA OONA SOCKALINGAM CHETTYAR  
by his attorney MOONA KARUPPANA PULLE of  
Negombo ..... *Plaintiff.*

*Vs.*

No. 7365

WARNAKULA ADITTA ARSENILA ISTA DON ELARIS  
PERERA APPUHAMY of Marawila and  
another ..... *Defendants.*

On this 22nd day of May, 1933.

The answer of the 1st defendant abovenamed appearing by  
Sylvester Claude Sansoni his Proctor states as follows :—

20 (1) Answering to paragraphs 1, 2 and 3 of the plaint the 1st defen-  
dant admits the execution of the mortgage bond sued upon.

(2) Answering to paragraph 4 of the plaint the 1st defendant  
denies that a sum of Rs. 500 only has been paid as and for interest  
on the said bond.

(3) Answering to paragraph 5 of the plaint defendant denies  
that Rs. 7,625 is due as interest.

(4) Further answering defendant states that interest has been  
paid up to 6th April 1932 and thereafter a further sum of Rs. 500  
was paid as interest.



1 D 1  
 Plaintiff in  
 D. C. Negombo  
 Case No. 7365  
 31.1.53—contd.

(5) The properties secured to the plaintiff by the said hypothecation are well worth Rs. 40,000 even in these days when values of property have decreased.

Wherefore consenting to judgment for the principal sum and such interest as the Court may find justly due to plaintiff. Defendant further prays that order to sell may not issue for 3 years and for such other and further relief as to this Court may seem meet.

(Sgd.) S. C. SANSONI,  
*Proctor for 1st defendant.*

True copy of plaint and answer filed of record in D. C. Negombo 10  
 Case No. 7365.

District Court,  
 Negombo, 5.9.53.

(Sgd.) (Illegible)  
*Secretary.*