

GLGZ

12, 1962

No. .... 6

1960

Supreme Court of Ceylon,  
No. 260-261 (Final) of 1955.

District Court, Kurunegala  
No. 7915/L.

UNIVERSITY OF LONDON  
INSTITUTE OF ADVANCED  
LEGAL STUDIES  
29 MAR 1963  
25 RUSSELL SQUARE  
LONDON, W.C.1.

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

- 68168

BETWEEN

ABEYSIRI MUNASINGHEGE LAIRIS APPU of  
"Shanti", Kandy Road, Kurunegala, ..

1st Defendant-Appellant  
Appellant

AND

1. K. WIJESUNDERA GUNERATNE HERAT  
MUDIYANSERALAHAMILLAGE ENID  
NANDAWATHIE TENNAKOON KUMARI-  
HAMY, wife of Rienzie Kumaradasa Wijesinghe  
of "Mithrasevana", Malwatta Road, Dehiwela..

Plaintiff-Respondent  
Respondent

2. DUNUSINGHE ARATCHIGE APPUHAMY of  
King Street, Matale, now of Karawaddana in  
Gandahe Korale .. .. .

2nd and 3rd Defendants-Respondents  
Respondents.

3. ULU ARATCHIGE I. APPUHAMY of Marawila ..

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RECORD  
OF  
PROCEEDINGS

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71	14	an in consideration	and in consideration
73	32	I shall disucss	I shall discuss
83	4	does not effect	does not affect
83	13	there has fraud	there has been fraud
83	27	the grantee would	the grantees would

  
Registrar of the Supreme Court

CEYLON.

September 14, 1960.



No. 1  
Journal Entries  
20.9.51 to  
9.12.58—  
Continued

26.11.51.

Messrs. Perera & Perera for plaintiff.

Defendants (1) A. M. Lairis Appu.

(2) D. A. Appuhamy.

(3) Ulu Aratchige L. Appuhamy.

Summons served on 2nd defendant personal.

Messrs, Perera & Perera for plaintiff.

Summons not served on 3rd defendant.

Re-issue for 18.12.51.

Proxy and answers of 1st and 2nd defendants 18.12.

10

(Intld.).....

3.12.51.

Re-issued.

(Intld.).....

18.12.51.

Summons not served on 3rd defendant.

Re-issue for 24.1.52— not necessary.

Proxy and answers of 2nd and 3rd on 15.1.52.

Answer by Messrs. Perera & Ranasinghe.

Answer of 1st defendant filed.

20

(Intld.).....

15.1.1952.

Proxy and answer of 2nd and 3rd defendants.

Proxy of 2nd and 3rd defendants filed.

Answer on 5.2.52.

(Intld.).....

5.2.52.

Messrs. Perera & Perera for plaintiff.

Mr. Jayasundera for 2nd to 3rd defendants.

Answer not filed. Proctor states the mortgage in partition of 2nd and 3rd has been since discharged.

Trial 24.7.

(Intld.).....

Messrs. Perera & Perera for plaintiff.

3.7.52.

Messrs. Perera & Perera for plaintiff submits that as Mr. E. G. Wikramanayake, Q.C., for plaintiff will not be able to appear in the



above case on 24th instant, they move that the case be postponed for a date down the roll. Messrs. Perera & Ranasinghe consent.

Proctors for 1st defendant consent.

Notice 2nd and 3rd defendants.

No. 1  
Journal Entries  
20.9.51 to  
9.12.58—  
*Continued*

- (Intld.).....  
D.J.
- 24.7.52.  
Messrs. Perera & Perera for plaintiff.  
Mr. Jayasundera for 2nd to 3rd defendants.  
Trial. *Vide* Journal Entry of 3.7.52.
- 10 Call in on 25.8 to fix date.  
(Intld.).....
- 25.8.1952.  
Case called.  
Call on 9.9.52 before District Judge.  
(Intld.).....
- 9.9.1952.  
Case called.  
Trial 26.3.  
(Intld.).....
- 20 23.12.52.  
Messrs. Perera & Perera for plaintiffs file list of witnesses and documents.  
(Intld.).....
- 3.3.53.  
Summons issued to witnesses and serve to Fiscal, North-Western Province.  
Returnable on 25.3.53.  
Summons issued to Fiscal Western Province, Colombo.  
Returnable on 25.3.53.  
(Intld.).....
- 30 16.3.53.  
Messrs. Perera & Ranasinghe file 1st defendant's list of witnesses.  
(Intld.) .....
- 26.3.53.  
Messrs. Perera & Perera for plaintiff.  
Messrs. Perera & Ranasinghe for defendants.  
Trial.  
*Vide* proceedings.  
1st defendant will pay forty guineas. (Rs. 420/-).  
Trial 5.10.  
(Intld.) .....
- 40

No. 1  
Journal Entries  
20.9.51 to  
9.12.58—  
Continued

27.3.53.

Requisition 7915/L. for Rs. 20/-.

Batta to witnesses issued to Mr. B. A. T. Pasumbonayagam of  
Income Tax Office.

(Intld.) .....

5.10.53.

Messrs. Perera & Perera for plaintiff.

Messrs. Perera & Ranasinghe for defendants.

Trial. Plaintiff not ready. Counsel held up in Colombo.

Trial 6.5.54.

10

Counsel of today's costs to be considered on that day.

(Intld.) .....

8.4.54.

(1) Summons on Commissioner of Estate Duty issued to  
Fiscal, Western Province. Batta Rs. 20/- deposited.

(2) Summons on Municipal Commissioner, Kurunegala, and R. L.,  
Kurunegala issued to Fiscal, North-Western Province.

(Intld.) .....

29.4.54.

Messrs. Perera & Perera file plaintiff's additional list of docu- 20  
ments.

(Intld.) .....

5.5.1954.

Messrs. Perera & Perera for plaintiff file Plaintiff's additional  
list of witnesses.

(Intld.).....

6.5.54.

Messrs. Perera & Perera for plaintiff.

Messrs. Perera & Ranasinghe for defendants.

Trial.

30

*Vide* proceedings.

Trial 29/30 November, 1954.

(Intld.).....

7.6.54.

Requisition for Rs. 20/- issued to S. Nadarasa.

*Vide* letter filed.

(Intld.).....

18.8.54.

Messrs. Perera & Ranasinghe file amended statement from the 1st defendant and move that same be accepted.

File.

(Intld.).....

No. 1  
Journal Entries  
20.9.51 to  
9.12.58—  
Continued

15.11.54.

*D.J.*

(1) One summons on Commissioner of Estate Duty issued to Fiscal, Western Province. Rs. 15/- batta deposited by plaintiff.

(2) Two summons on plaintiff's witnesses issued through Fiscal,  
10 Western Province.

(Intld.).....

Messrs. Perera &amp; Perera for plaintiff.

Messrs. Perera &amp; Ranasinghe for defendants.

29.11.54.

Trial.

*Vide* proceedings.

Further Trial 30.11.54.

(Intld.).....

30.11.54.

20 Further Trial.

*Vide* proceedings.

Judgment 21.12.54.

(Submit 8.12.54.)

(Intld.).....

21.12.54.

*D.J.*

Enter Judgment for plaintiff as prayed for with costs and damages fixed at Rs. 50/- per mensem from 21.5.51 until possession is given.

(Intld.).....

30

*D.J.*

21.12.54.

Decree entered.

(Intld.).....

Messrs. Perera &amp; Perera for plaintiff.

Messrs. Perera &amp; Ranasinghe for defendants.

21.12.54.

Messrs. Perera & Ranasinghe for 1st defendant-appellant files petition of appeal together with the following :—

40	Petition of Appeal	..	..	Rs.	19.50
	Supreme Court Judgment	..	..	„	39.00
	Certificate in Appeal	..	..	„	19.50
	Binding fees	..	..	„	0.50

No. 1  
Journal Entries  
20.9.51 to  
9.12.58—  
Continued

They further file an application for typewritten copy together with Kachcheri Receipt No. 2164/21.12.54 for Rs. 18/- and moves that the same be accepted.

They further tender notice of security with two copies of petition of appeal for service and moves that the same be issued and the record be forwarded to the Supreme Court for hearing in due course.

(1) Appeal accepted.

(2) Issue notice of security for 10.1.55.

(Intld.).....

*D.J.* 10

21.12.54.

Notice of Security issued on respondent to Fiscal, North-Western Province, with copies of petition of appeal.

(Intld.).....

30.12.54.

Mr. R. E. de S. Jayasundera, proctor for 2nd and 3rd defendants, files petition of appeal from the 2nd and 3rd defendants together with (a) Petition of appeal, (b) Supreme Court Judgment, (c) Secretary's Certificate in Appeal, (d) Application for typewritten copies with Kachcheri Receipt No. 2938 for Rs. 18/- and moves that the same may 20 be accepted.

2. He also tenders notice of security and notice of appeal for service and moves that the record be forwarded to the Supreme Court for hearing in due course.

(1) Appeal accepted.

(2) Issue notice of security for 10.1.1955.

(Intld.).....

*D.J.*

30.12.54.

Notice of security issued to Fiscal, Western Province, for service 30 and report.

(Intld.).....

10.1.55.

Messrs. Perera & Perera for plaintiff.

Messrs. Perera & Ranasinghe for defendants.

1. Notice of security served on plaintiff-respondent and 2nd and 3rd defendants-respondents.

2. Notice of security served on plaintiff-respondent and 1st defendant-respondent. (1) Security from 1st defendant-appellant in Rs. 500/- in cash tendered. 2nd and 3rd defendants-respondents 40 waive security—*vide* motion filed.

Notice of appeal by 1st defendant filed.

2. Security from 2nd and 3rd defendant-appellant in Rs. 500/- in cash tendered.

First defendant waives security—*vide* motion filed.

Issue notice of appeal for 18.2.55.

No. 1  
Journal Entries  
20.9.51. to  
9.12.58—  
*Continued*

(Intld.) .....  
*D.J.*

10.1.55.

1. Notice of appeal issued to Messrs. Perera & Perera and Mr. R. E. D. S. Jayasundera.

10 2. Notice of appeal issued to Messrs. Perera & Perera and Messrs. Perera & Ranasinghe.

(Intld.) .....

Messrs. Perera & Perera for plaintiff.

Messrs. Perera & Ranasinghe for defendant.

18.2.55.

1. Notice of appeal served on Messrs. Perera & Perera, and Mr. Jayasundera.

2. Notice of appeal served on Messrs. Perera & Perera and Perera & Ranasinghe.

20 Forward appeal.

(Intld.) .....  
*D.J.*

27.6.55.

Messrs. Perera & Ranasinghe, proctors for appellants, deposit Rs. 182/- being balance copying fees due in this case. *Vide* Kachcheri Receipt No. 1830 of 27.6.1955.

Note and file.

(Intld.) .....

27.6.55.

30 Mr. R. E. de S. Jayasundera, proctor for appellants, deposit Rs. 182/- being balance copying fees due in this case.

*Vide* Kachcheri Receipt No. 1831 of 27.6.1955.

Note and file.

(Intld.) .....

9.12.58.

Registrar, Supreme Court, forwards Supreme Court judgments. 1st, 2nd and 3rd defendants' appeal dismissed with costs.

Proctors to note.

(Intld.) .....

No. 2  
 Plaint with  
 Pedigree  
 20.9.51

No. 2  
 Plaint with Pedigree

IN THE DISTRICT COURT OF KURUNEGALA

Kandegedera Wijesundera Gunaratne Herat  
 Mudiyanse Ralahamillage Enid Nandawathie  
 Tennakoon Kumarihamy, wife of Rienzi Ku-  
 maradasa Wijesinghe of " Mithrasevana ", Mal-  
 watta Road, Dehiwela.....*Plaintiff*

No. 7915.  
 Nature : Land.  
 Value : Rs. 32,000/-.  
 Procedure : Regular.

*vs.*

(1) Albesiri Munasinghege Lairis Appu of 10  
 " Shanthi ", Kandy Road, Kurunegala.

(2) Dunusinghe Aratchige Appuhamy of King  
 Street, Matale, now of Karawaddana in  
 Gandahe Korale.

(3) Ulu Aratchige L. Appuhamy of Marawila...  
 ..... *Defendants.*

On this 20th day of September, 1951.

The plaint of the plaintiff abovenamed appearing by C. L. W. Perera, K. A. C. Amerasinghe and K. I. G. L. W. Perera, proctors practising in partnership under the name, style and firm of Perera & 20 Perera, Proctors, states as follows :—

1. The parties reside at the places set forth above and the cause of action arose within the jurisdiction of this Court.

2. By virtue of Sale Certificate No. 30 of 29th October, 1872, J. L. Felsingher was the owner of the premises described in schedule " A " hereto.

3. By virtue of Fiscal's Transfer No. 285 of 9th April, 1869, Kumara Kandappa Chettiar was the owner of the premises described in Schedule " B " hereto.

4. The said Kumara Kadappa Chetty conveyed the said 30 premises on deed No. 7483 of 24th April, 1869, attested by D. Moses, Notary Public, to the said J. L. Felsingher who thereupon became the owner of the aforesaid premises described in schedules " A " and " B " hereto and conveyed the same on deed No. 10441 of 17th March, 1886, attested by B. J. Rodrigo, Notary Public, to Elizabeth Florinda Tennakoon who being so seized and possessed of the said premises conveyed the same on deed of gift No. 15794 of 31st October, 1897, attested by M. R. Ranhamy, Notary Public, to C. E. Tennakoon Dissawa.

5. The said C. E. Tennakoon Dissawa gifted the said premises to his son Charles Wilmot Tennakoon on deed No. 5843 of 29th June, 1919, attested by G. C. P. Senanayake, Notary Public, subject to the condition that the said Charles Wilmot Tennakoon could not sell, mortgage or otherwise alienate the same nor lease the same for a period of more than four years at a time and that the same should devolve on his death on his children the plaintiff and her brother Charles Ennoruwe Tennakoon who are the grand children of the donor.
- 10 6. Alternatively the plaintiff pleads that the said C. E. Tennakoon Dissawa devised and bequeathed the said premises *inter alia* unto her and the said Charles Ennoruwe Tennakoon by his Last Will and Testament No. 55587 of 27th October, 1930, attested by C. S. Leitan, Notary Public, and duly admitted to probate in District Court, Kurunegala, Testamentary Case No. 4066.
- 20 7. The plaintiff and the said Charles Ennoruwe Tennakoon partitioned certain properties owned in common between them by deed of partition No. 2823 of 18th August, 1945, attested by A. C. Amerasinghe, Notary Public, whereby the said land and buildings described in Schedule "C" hereto which are reasonably worth the sum of Rs. 30,000/- being a divided and specific portion of the premises described in Schedules "A" and "B" aforesaid, were allotted to the plaintiff.
8. That the plaintiff and her predecessors in title have been in the undisturbed and uninterrupted possession of the land described in Schedule "C" hereto by a title adverse to and independent to that of the defendants and of all others for a period of over ten years and in respect of such possession the plaintiff pleads and claims the benefits of the Ordinance No. 22 of 1871.
- 30 9. The said Charles Wilmot Tennakoon died on or about the 21st May, 1951, and whatsoever rights he was entitled to in respect of the said premises were extinguished and determined.
10. The 1st defendant on the footing of a fraudulent and speculative deed of conveyance bearing No. 3014 of 12th April, 1945, attested by D. N. Wiratunga, Notary Public, executed by the said Charles Wilmot Tennakoon in breach of the said deed No. 5843 of 29th June, 1919, and in any event without any right or title to the said premises, is in the forcible and unlawful possession of the said premises described in Schedule "C" hereto.
- 40 11. The 1st defendant has felled and removed certain trees that stood on the said premises and has otherwise caused damage thereon which the plaintiff computes at Rs. 2,000/- while she claims continuing damages at Rs. 150/- per mensem from date hereof till she is restored to possession.

No. 2  
 Plaint with  
 Pedigree  
 20.9.51—  
 Continued

12. The 2nd and 3rd defendants are joined as parties as they have taken a mortgage of the said premises from the 1st defendant and in order that they may have notice of this action and be bound by the decision in this action and no other relief is claimed as against them.

13. The deeds relied on by the plaintiff have been duly and properly registered and the plaintiff pleads that by virtue thereof and of prior execution they are entitled to prevail over any deed relied on by the defendants.

14. The 1st defendant was duly noticed by letter No. 1265 of 10 17th September, 1945, of the rights of the plaintiff to the said premises and the 1st defendant is debarred by law and estopped by his conduct thereby from setting up any claim in respect of the said premises against the plaintiff.

Wherefore the plaintiff prays that she be declared entitled to the said premises described in Schedule " C ", that the 1st defendant be ejected therefrom and the plaintiff be put placed and quieted in possession thereof, for judgment against the 1st defendant in the aforesaid sum of Rs. 2,000/- and for continuing damages in the sum of Rs. 150/- per mensem from date hereof till plaintiff is restored to 20 possession, for costs and for such other and further relief as to this Court shall seem meet.

(Sgd.) PERERA & PERERA,  
*Proctors for Plaintiff.*

*Schedule " A "*

Garden on Puttalam Road bearing assessment No. 45, Kandubodawatta *alias* Kandubodahena situated within the Municipal limits of Kurunegala in Tiragandahe Korale of Weuda Willi Hat Pattu containing in extent one acre and is bounded on the North by Rock Mahagala, East by fence of G. N. de Silva's garden, South by 30 Puttalam Road and West by fence of Felsingher's garden with buildings and everything thereon.

*Schedule " B "*

Kandubodahena *alias* Kandubodahenewatta *alias* Kandubodahena Denawatta of two and half lahas Kurakkan sowing or 3 acres with the buildings and plantations thereon situated at Pallewalpola within the Municipal limits of Kurunegala in Puttalam Road and bounded on the North by Angangala, East by property of Solomon Perera now of Susey Aiya, West by property of Angangala Temple and South by High Road. 40

*Schedule " C "*

Kandubodahena now lot 2 in plan No. 2265 made by G. A. de Silva, Licensed Surveyor, containing in extent 2A. 1R. 24P. situated at Puttalam Road, Kurunegala within the Municipal limits of Kurunegala and bounded on the North by Rock, East by fence of the land



of Mr. Daniels, South by Puttalam Road and West by lot 1, with the building bearing Assessment No. 180, etc.

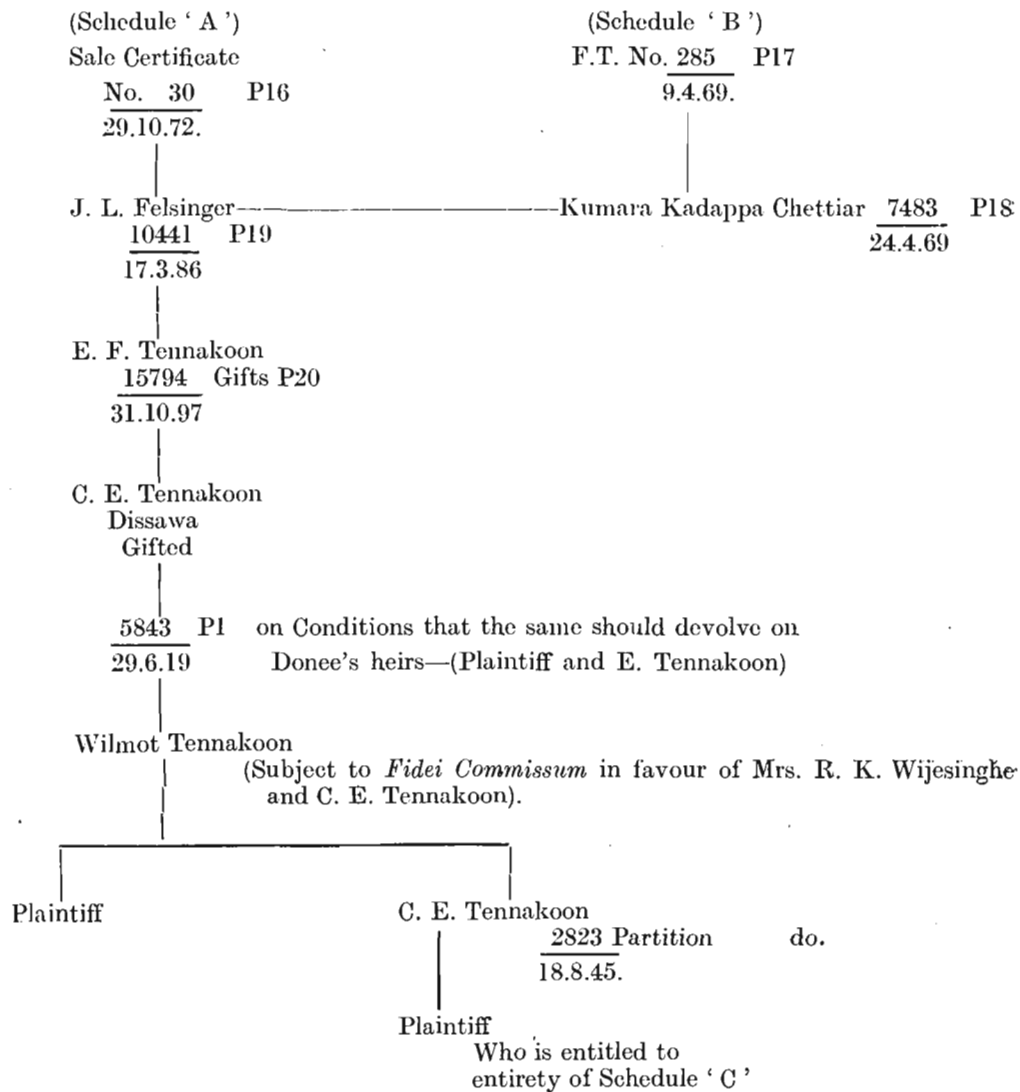
No. 2  
Plaint with  
Pedigree  
20.9.51—  
Continued

(Sgd.) PERERA & PERERA,  
*Proctors for Plaintiff.*

Settled by :  
Mr. CHRISTIE SENEVIRATNE,  
*Advocate.*

IN THE DISTRICT COURT OF KURUNEGALA

**Plaintiff's Pedigree**



(Sgd.) PERERA & PERERA,  
*Proctors for Plaintiff.*

No 3  
Answer of 1st  
Defendant  
18.12.51

**No. 3**  
**Answer of 1st Defendant**

IN THE DISTRICT COURT OF KURUNEGALA

No. 7915. Kandegedera Wijesundera Gunaratne Herat Mudiyanse-  
ralahamillage Enid Nandawathie Tennakoon Kumari-  
hamy, wife of Rienzi Kumaradasa Wijesinghe of  
Mithrasevena, Malwatta Road, Dehiwela....*Plaintiffs*

*vs.*

- (1) Albesiri Munasinghe Lairis Appu of "Shanti",  
Kandy Road, Kurunegala. 10
- (2) Dunusinghe Aratchige Appuhamy of King Street,  
Matale, presently of Karaveddana in Gandaha  
Korale.
- (3) Ulu Aratchige L. Appuhamy of Marawila.....  
.....*Defendants.*

On this 18th day of December, 1951.

The answer of the 1st defendant abovenamed appearing by  
K. C. C. W. Perera and H. M. Ranasinghe, proctors, practising in  
partnership under the name, style and firm of Perera & Ranasinghe,  
states as follows :— 20

- 1. Answering to paragraph 1 of the plaint this defendant admits  
that he resides within the jurisdiction of this Court but denies that  
any cause of action has accrued to plaintiff.
- 2. This defendant admits the averments in paragraphs 2, 3 and  
4 of the plaint.
- 3. This defendant denies the averments in the rest of the  
paragraphs in the plaint except those in paragraph 12.
- 4. Further answering this defendant states that C. E. Tenna-  
koon Dissawa being entitled to the land in claim died leaving as his  
sole heir Wilmot Tennekoon who entered into possession thereof. 30
- 5. The said Wilmot Tennekoon by deed No. 3014 of 12th April,  
1945, sold and transferred the said land to this defendant for valuable  
consideration.
- 6. The deeds relied on by this defendant are duly registered and  
are entitled to prevail over those pleaded by the plaintiff by reason of  
prior and proper registration.

7. This defendant and his predecessors in title have been in the undisturbed and uninterrupted possession of the said land for a period of over ten years and in respect of such possession he pleads and claims the benefit of Ordinance No. 22 of 1871.

No 3  
Answer of 1st  
Defendant  
18.12.51—  
*Continued*

Wherefore this defendant prays that plaintiff's action be dismissed with costs and for such other and further relief as to this Court shall seem meet.

(Sgd.) PERERA & RANASINGHE,  
*Proctors for 1st Defendant.*

10

**No. 4**  
**Issues Framed**

No. 4  
Issues framed  
26.3.53

D.C. 7915/L.

26.3.53.

Mr. E. G. Wikramanayake, Q.C., with Mr. Advocate Carthigesu instructed by Messrs. Perera & Perera for the plaintiff.

Mr. N. E. Weerasooria, Q.C., with Mr. Advocate Jayakody instructed by Messrs. Perera & Ranasinghe for the 1st defendant.

Mr. R. E. de S. Jayasundera for 2nd and 3rd defendants.

*Issues*

Mr. Wikramanayake suggests:—

- 20 1. Did C. E. Tennakoon by deed No. 5843 of 29.6.19 gift the lands described in the Schedules "A" and "B" to the plaintiff to Wilmot Tennakoon?
2. Did the said deed create a *fidei commissum* whereunder the lands in the Schedules "A" and "B" to the plaintiff passed, on the death of Wilmot Tennakoon, to the plaintiff and her brother Charles?
3. Did the plaintiff and the said Charles by deed No. 2823 of 18.8.45 partition, *inter alia*, the said lands between the two of them?
4. Under the said partition did the plaintiff become entitled to the lands in the Schedule "C" to the plaintiff?
- 30 5. Did Wilmot Tennakoon die on or about 21.5.51?
6. If so, did the plaintiff thereupon become entitled to the premises described in Schedule "C" to the plaintiff by virtue of deeds No. 5843 of 29.6.19 and No. 2823 of 18.8.45?
7. Prescriptive rights of parties.

### 8. Damages.

Damages are agreed upon at Rs. 50/- per mensem.

Plaintiff withdraws the claim of Rs. 2,000/- in respect of timber felled.

Counsel for plaintiff states that he withdraws the claim on the alternative cause of action.

Mr. Weerasooria, Q.C., suggests the following issues :—

2 (a) Did the *fidei commissum*, if any, created by the said deed No. 5843 fail in as much as there was no acceptance on behalf of the alleged *fidei commissari* ? 10

2(b) Did Wilmot Tennakoon become the absolute owner of the said lands on the said deed No. 5843 ?

9. Did Wilmot Tennakoon on deed No. 3014 of 12.4.45 sell and convey the said premises to the 1st defendant for valuable consideration ?

10. Was the said Wilmot Tennakoon the sole heir of the said C. E. Tennakoon Dissawa ?

11. Was the said deed No. 3014 duly registered ?

12. Does the title of the 1st defendant on the said deed No. 3014 prevail over the title, if any, of the plaintiff by reason of due and prior registration ? 20

13. Has the 1st defendant and his predecessor-in-title acquired prescriptive title to the said premises ?

Mr. Wikramanayake objects to issue 2 (a) because it has not been pleaded and as it is a question of fact.

Mr. Weerasooria states that the plaintiff in paragraph 5 alleges that C. E. Tennakoon gifted the premises on deed No. 5843 subject to the condition that the said Charles Wilmot Tennakoon could not sell etc. He points to paragraph 3 of the answer where the defendants deny the averments in all the paragraphs of the plaint except 2, 3 and 4. 30

He submits that it was the duty of the plaintiff to prove all facts necessary to establish the gift and acceptance is one of the necessary ingredients to be established before a gift can operate.

Mr. Wikramanayake replies.

He states that paragraph 5 does not allege that Wilmot Tennakoon became the owner by virtue of the gift but alleges that C. E.

Tennakoon Dissawa merely gifted the said premises on deed No. 5843 which he argues is tantamount to averring the mere execution of that deed. He argues further that if Mr. Weerasooria was contending that the 1st defendant admitted the bare execution of the deed but that it was invalid, he should have specifically stated so. The 1st defendant should have stated the questions of fact on which he relied for the invalidity of the deed the bare execution of which he admitted. These facts should have been specifically pleaded and the plaintiff made aware of them.

No. 4  
Issues framed  
26.3.53—  
Continued

### ORDER

10

Reading the pleadings carefully, there may be something in the position taken up by the defendants that when the 1st defendant in his answer denied all paragraphs save the averments in paragraphs 2, 3 and 4, he also denied the averments in paragraphs 5 and 9 i.e. did not merely deny the execution of the deed but also the title relied on by the plaintiff under Wilmot Tennakoon by virtue of this deed. But even so, there is nothing in the pleadings to appraise the plaintiff that the manner in which the 1st defendant sought to attack this deed was the absence of proper acceptance —

- 20 (a) on behalf of the *fidei commissari* ;  
(b) and/or on behalf of the *fiduciarii*.

Counsel for the plaintiff points out that when Counsel for the defendant has suggested issue 2(b) which states : “ Did Wilmot Tennakoon become the absolute owner of the said lands on the said deed No. 5843 ? ” it suggests that the 1st defendant was relying on acceptance by Wilmot Tennakoon on his own behalf but not on behalf of the *fiduciarii*.

Certainly there is no averment in the pleadings to justify this position. I therefore uphold the objection and disallow issues 2 (a)  
30 and 2(b).

(Sgd.).....  
District Judge.  
26.3.53.

At this stage Mr. Weerasooria states that he is depending on this point and moves to allow these issues to be framed even on terms.

It is agreed that the costs should be fixed at 40 guineas payable by the 1st defendant to the plaintiff.

Trial on 5.10.53.

40

(Sgd.).....  
District Judge.  
26.3.53.

No. 5  
 Proceedings and Orders

D.C. 7915/L.

6.5.54.

Plaintiff present.

Defendants present.

*Vide* proceedings of 26.3.53.

Appearances as before.

As regards the costs of 5.10.53, the defendants will be entitled to the taxed costs of that day.

Intld..... 10

*D.J.*

6.5.54.

Mr. Weerasooria states that on the last date of trial, when he raised issue 2(a) and 2(b) he meant it to be understood that he attacked the deed No. 5843 on two grounds:—

- (i) for want of acceptance on behalf of the *fidei commissari* ;
- (ii) for want of acceptance on behalf of the *fiduciarii*.

He states that he attacks deed No. 5843 altogether as invalid for want of acceptance by Wilmot Tennakoon and claims the land through Wilmot Tennakoon, who, he states, succeeded to his father on in- 20  
 testacy as sole heir.

Mr. Wikramanayake is heard.

ORDER

I think if I allow Mr. Weerasooria to take up the new position that the deed No. 5843 is bad altogether, for want of acceptance by Wilmot Tennakoon, Mr. Wikramanayake will be gravely prejudiced on the issue of registration. He could have pleaded fraud and collusion in regard to these issues.

Further there is no specific issue whether deed No. 5843 is bad for want of acceptance by Wilmot Tennakoon on his own behalf. 30

I therefore refuse to allow this new position to be taken up.

(Sgd.) W. THALGODAPITIYA,  
*District Judge.*  
 6.5.54.

Mr. Weerasooria now moves to withdraw issue 2(b).

Mr. Wikramanayake objects to Mr. Weerasooria withdrawing issue 2(b). He submits that if Mr. Weerasooria withdraws this issue at this stage he must be allowed to raise issues as to whether the registration was effected by fraud and collusion.

Mr. Weerasooria now states that he withdraws his application to withdraw issue 2(b).

Mr. Wikramanayake states that, in view of the several positions taken up by Mr. Weerasooria today, lest he may be prejudiced later in the matter of defence to the plea of registration raised in issue No. 11, he moves to suggest the following issue :—

14. Was the registration of the said deed No. 3014 secured by fraud, and/or collusion between the parties to the said deed ?

Mr. Weerasooria objects to this issue on the ground that it is not pleaded and that it was not raised on the last date.

Mr. Wikramanayake is heard.

Mr. Weerasooria replies and states that plaintiff should have amended his pleadings and pleaded fraud and collusion.

#### ORDER

I think, in fairness to the plaintiff, I should allow this issue to go in. It will cause no prejudice to the parties as this case will not be concluded today or, for a matter of that, on the next trial date. Parties can get ready to meet this issue on any of the subsequent dates of trial.

I allow the issue raised by Mr. Wikramanayake to go in.

(Sgd.) W. THALGODAPITIYA,  
*District Judge.*  
6.4.54.

Mr. Weerasooria moves for a date as he submits that he is not ready to meet the position now taken up by the plaintiff by reason of his raising an issue on fraud and collusion. He further states that he may have to consider amendment of his answer.

Parties will take notice of all the issues raised today without any further amendments.

Mr. Wikramanayake states that the statement in the record of the last day's proceedings that he " withdraws the claim on the alternative cause of action " on the Last Will of Tennakoon, is incorrect. He submits that he makes no withdrawal of any claim on the alternative claim but that he raised no issues thereon.

Mr. Weerasooria submits that the record is correct and that Mr. Wikramanayake is bound by the record and his withdrawal.

This is noted.

Trial postponed for the 29th and 30th November, 1954.

(Sgd.) W. THALGODAPITIYA,  
*District Judge.*  
6.5.54.

No. 6  
Amended  
Statement of  
the 1st  
Defendant  
17.8.54

No. 6

Amended Statement of the 1st Defendant

IN THE DISTRICT COURT OF KURUNEGALA

No. 7915. Kandegedera Wijesundera Gunaratne Herat Mudiyanse-  
ralahamillage Enid Nandawathie Tennakoon Kumari-  
hamy, wife of Reinzi Kumaradasa Wijesinghe of  
Mithrasevena, Malwatta Road, Dehiwela.....*Plaintiff*

*vs.*

- (1) Albesiri Munasinghe Lairis Appu of "Shanti", Kandy Road, Kurunegala. 10
- (2) Dunusinghe Aratchige Appuhamy of King Street, Matale, now of Karawaddana in Gandahe Korale.
- (3) Ulu Aratchige L. Appuhamy of Marawila.....  
.....*Defendants.*

On this 17th day of August, 1954.

The amended statement of the 1st defendant abovenamed appearing by K. C. C. W. Perera, H. M. Ranasinghe and M. Mervyn Perera, proctors, practising in partnership under the name, style and firm of Perera & Ranasinghe, states as follows :—

1. Answering paragraph 1 of the plaint this defendant admits 20 that he resides within the jurisdiction of this Court but denies that any cause of action has accrued to plaintiff.

2. This defendant admits the averments in paragraphs 2, 3 and 4 of the plaint.

3. This defendant denies all and singular the rest of the averments in the plaint except those in paragraph 12.

4. By way of further answer this defendant states that the said deed No. 5843 of 29.6.19 executed by C. E. Tennakoon Dissawa referred to in paragraph 5 of the plaint fails and did not operate as a gift of the premises in dispute or to convey any title in respect of the 30 same in as much as the said gift was not accepted by either (a) the donee Charles Wilmot Tennakoon, or (b) the alleged *fidei commissaries*, the plaintiff and her brother Charles Ennoruwa Tennakoon, or by any one on their behalf and that no title passed either to the said Charles Wilmot Tennakoon or to the plaintiff and her brother Charles Ennoruwa Tennakoon on the said deed of gift.



5. Further answering this defendant states that C. E. Tennakoon Dissawa being entitled to the premises in claim died leaving as his sole heir Wilmot Tennakoon as the other children of C. E. Tennakoon Dissawa namely Mrs. Ireen Marambe, Mrs. Dias Bandaranayake and Mrs. G. E. Madawala were married out in diga and forfeited their rights to the said premises. Probate of the Last Will of Charles Edward Tennakoon Dissawa referred to in paragraph 6 of the plaint was not registered and even if any title passed to the plaintiff there-  
 10 under which this defendant denies, the defendant's title on deed No. 3014 of 12.4.45 prevails over the plaintiff's title, if any, by reason of due and prior registration.

No. 6  
 Amended  
 Statement of  
 the 1st  
 Defendant  
 17.8.54—  
*Continued*

6. The said Wilmot Tennakoon by deed No. 3014 aforesaid sold and transferred the said land to this defendant for valuable consideration.

7. The deeds relied on by this defendant are duly registered and are entitled to prevail over those pleaded by the plaintiff by reason of prior and proper registration.

8. The 1st defendant and his predecessors in title have been in the undisturbed and uninterrupted possession of the said land for a  
 20 period of over ten years and in respect of such possession he pleads and claims the benefit of Ordinance No. 22 of 1871.

Wherefore the 1st defendant prays that plaintiff's action be dismissed with costs and for such other and further relief as to this Court shall seem meet.

(Sgd.) PERERA & RANASINGHE,  
*Proctors for 1st Defendant.*

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**No. 7**

**Further Issues Framed**

No. 7  
 Further Issues  
 Framed  
 29.11.54

D.C. 7915.L.

29.11.54.

30 Parties present.

Mr. Wikramanayake, Q.C., with Mr. Advocate A. Rasaratnam instructed by Messrs. Perera & Perera for plaintiff.

Mr. N. E. Weerasooria, Q.C., with Mr. Advocate Jayakody instructed by Messrs. Perera & Ranasinghe for 1st defendant.

Mr. R. E. de S. Jayasundera for 2nd and 3rd defendants.

*Vide* proceedings of 26.3.54 and 6.5.54.

No. 7  
Further Issues  
Framed  
29.11.54—  
Continued

Mr. Weerasooria suggests the further issues :—

14. Did the said deed No. 5843 dated 29.6.1919 fail and/or not operate as a gift in as much as the gift was not accepted by—

(a) the donee Charles Wilmot Tennakoon ;

(b) the alleged *fidei commissarii* or by anyone else on their behalf ?

15. Did any title pass either to Charles Wilmot Tennakoon or the plaintiff and/or her brother C. E. Tennakoon on the said deed of gift by reason of non-acceptance ?

16. Were the daughters of C. E. Tennakoon Dissawa viz: 10 Mrs. Marambe, Mrs. Dias Bandaranayake and Mrs. Madawela, married out in diga and forfeit their rights to the premises in question ?

All these issues are accepted.

(Intld.) W. T.,  
District Judge.  
29.11.54.

No. 8  
Plaintiff's  
Evidence

**No. 8**  
**Plaintiff's Evidence**

*Plaintiff's Case*

Mr. Wikramanayake calls—

20

Mrs. Eva  
Tennekoon  
Examination

Mrs. EVA TENNAKOON. Sworn. 56 years. Widow of Charles Wilmot Tennakoon, Bamunakotuwa.

I know the land in dispute (land in Schedule " C " to the plaint). This land, among others, belonged to C. E. Tennakoon Dissawa, my father-in-law. It is admitted that C. E. Tennakoon Dissawa was at one time the owner of this land.

My father-in-law had several children. I married in Church. I am a Christian. The other children of my father-in-law all married in Church as Christians and not under the Kandyan Marriage Ordinance.

30

My father-in-law executed a deed of gift, which I produce marked P1 bearing No. 5843 of 1919. By that deed he gifted certain lands to my husband Charles Wilmot Tennakoon subject to a *fidei commissum* in favour of my children. I have two children—a son and a daughter. My daughter is the plaintiff in this case. My son is C. E. Tennakoon. That deed P1 referred to a number of lands—82 lands in all.

My father-in-law subsequently revoked the deed of gift in respect of some of the lands by deed No. 55586 of 27.10.30, which I produce marked P2. P2 was in respect of several lands but did not include the land in dispute.

The deed P1 was executed at home—at the Dissawa's house, Dambeliyadda Walawwa. After the deed was executed my father-in-law gave it to my husband. My husband gave it to me. That deed was with me. That deed was with me till my husband had to send it to the Commissioner of Stamps. My husband had several times  
 10 attempted to take that deed from me. When he wanted to send it to the Commissioner of Stamps he wrote me a letter, which I produce marked P3. I also produce the envelope covering that letter marked P3(a).

I gave him the deed. He sent it to the Commissioner of Stamps. P3 is undated. It was at that time that he wrote the letter. It is in his own handwriting. When I gave him the deed I kept a copy of the deed with me and I gave the original. He sent the original to the Commissioner of Estate Duty. He made use of it for other official duties.

20 My father-in-law's estate was administered by me. My father-in-law died on 17.9.32. He left a Last Will.

There was some dispute going on between my husband and the Commissioner of Estate Duty as to how much should be paid. In connection with that dispute he sent the deed P1 and the revocation P2 to the Commissioner of Estate Duty. In that connection my husband also wrote to the Commissioner of Estate Duty. I produce a copy of letter which he wrote in September, 1935, marked P4. This was supplied from the Commissioner of Estate Duty's Office. P4 had  
 30 reference to my father-in-law's estate. I was the Administratrix of the Estate. I produce marked P5, letter sent by the Estate Duty Department. It is dated 25.9.35. I also produce an earlier letter (certified copy) sent by my husband C. W. Tennakoon dated 1.4.35 to the Commissioner of Estate Duty as P6.

I say that the deed of gift P1 was given to my husband on the day of its execution and it was given to me by him and it was with me.

I was helping my father-in-law in the management of his properties and I was collecting rents etc. for him. Even when he was alive I collected rents on his behalf. I have collected the rents of  
 40 this premises. He had reserved a life interest in himself by P1. At the request of my father-in-law I collected the rents. I have many rent receipts books. I have rent books from 1929 to 1932 with me now. All the counterfoils are in my handwriting. I produce two such books for the years 1929 to 1932 marked P7 and P8.

No. 8  
 Plaintiff's  
 Evidence—  
 Continued

Mrs. Eva  
 Tennekoon  
 Examination—  
 Continued

No. 8  
 Plaintiff's  
 Evidence—  
 Continued  
 Mrs. Eva  
 Tennekoon  
 Examination—  
 Continued

My husband was not a sober man. On the contrary he used to drink very hard. He was not a thrifty person either. He was always hard-up and always wanted money for drinks. I was not living apart from him at the time. When he asked for money and when I had no money he used to flick my jewellery.

Before the deed of sale to the 1st defendant, my husband leased the land in question to the 1st defendant. For purposes of that lease he got documents from me. He got the copy of the deed P1 which I had kept. He got that copy saying that he wanted to lease this land to the 1st defendant and also to look into the title of certain other 10 lands. He took the copy to make a search in the Land Registry for title of certain lands. He took the deed to give a lease to the defendant. He gave the original of the deed to the 1st defendant. He did not get that deed back and therefore he took the copy which was with me.

I kept on pestering my husband to get the deed back from the 1st defendant. One day when he was about to leave for Kurunegala I spoke to him about the deed. He made an entry in his diary in my presence when I pestered him to recover the deed from the 1st defendant. 20

Shown P9 --This is the diary that was kept by my husband at that particular period. This is practically all in his own handwriting. The English is in his handwriting. He always kept a diary. P9 is the diary he kept at that time. I produce marked P9(a) a particular page which contains the date 25.1.46. The deed referred to is No. 5843. The Proctor is Mr. Wiratunga the Notary who attested the lease in favour of the 1st defendant. Eustace he refers there is Eustace Daniels, Proctor. That entry was made when I asked him to get the deed back from the 1st defendant.

My husband had leased this land to the 1st defendant before the 30 land was sold. I produce marked P10 deed of lease No. 2079 dated 19.12.44. This deed of lease was a few months earlier. By P10 my husband leased the land and house to this 1st defendant for a period of 10 years for a sum of Rs. 2,000/-. (Schedule referred.) The following clause is in this deed of lease: ". . . to which premises the lessor is entitled to a life interest only." Mr. D. N. Wiratunga also attested the deed of sale.

In the deed of gift P1 there were several properties which were to go to my son and daughter after the death of my husband. My husband died in May, 1951. My son and daughter between them- 40 selves entered into a deed of partition of the lands which they became entitled to under P1. I produce that deed No. 2823 of 1945, marked P11. That was while my husband was still alive. The lands were

surveyed for that purpose. My husband was there at the time and a plan was made for the properties. I produce that plan No. 2265 made by G. A. de Silva dated 29.12.41 marked P12.

No 8  
Plaintiff's  
Evidence —  
*Continued*

By that deed of partition my daughter the plaintiff became entitled to this land. This land is depicted as Lot 2 in plan P12.

Mrs. Eva  
Tennekoon  
Examination—  
*Continued*

Apart from this land, lands at Gorakagahakotuwa were leased by my husband. That was a lease given to a person called D. M. Appuhamy. In connection with that lease I met this 1st defendant. I went to meet him because included in that lease was a land which  
10 was owned by my son on his own right. My son had allowed my husband to take the produce of that land and when it was leased to the 1st defendant. I wrote to the 1st defendant by registered post and I also met the 1st defendant in his office on Kandy Road. I spoke to him about the lease and asked him to release that land. He did not tell me that he was not the lessee. He said he would come home and speak to me about that land and the lease. He further added that my husband was demanding money and that he could not carry on with the lease and that he was thinking of releasing the whole lease. Thereafter I did not meet him. I did not go to him.  
20 Thereafter my daughter took an assignment of that lease from the lessee. I produce deed No. 3295 dated 12.1.50 marked P13 and attested by D. N. Wiratunga. 1st defendant was always aware of the deed of gift and of the *fidei commissum*.

I administered my father-in-law's Estate. He left a Last Will. That Last Will was admitted to probate in Testamentary Case No. 4466.

(At this stage Mr. Weerasooria raises the following further issues :—

17. Was the probate of the Last Will of Charles Wilmot Tennakoon duly registered ?  
30

18. If not, does any title pass thereunder to the plaintiff or to any devisee under the Will ?

19. Is the 1st defendant's deed No. 3014 entitled to prevail over the plaintiff's title, if any, under the Last Will by reason of due and prior registration ?

Mr. Wikramanayake has no objection to these issues. These issues are also accepted.)

(Intld.) W. T.,  
*District Judge.*  
29.11.54.

No. 8  
 Plaintiff's  
 Evidence—  
*Continued*  
 Mrs. Eva  
 Tennakoon  
 Examination—  
*Continued*  
 Mrs. Eva  
 Tennakoon  
 Cross-  
 examination

I produce the Last Will No. 5587 dated 27.10.31 marked P14, the probate marked P15. The probate was issued on 19.6.35. I also produce sale certificate No. 30 marked P16, Fiscal's Transfer No. 285 marked P17, deed No. 7483 of 1869 marked P18, deed No. 1041 marked P19 and deed No. 15794 marked P20.

*Cross-examined* by Mr. Weerasooria.

My husband was the only son of Tennakoon Dissawa. My husband had four sisters. They were Mrs. Dias Bandaranayake, Mrs. D. E. Madawela, Ida Tennakoon, who died and Mrs. Irene Marambe. Ida Tennakoon died before marriage and before the death of the 10 Dissawa. My husband's sisters were all married in Church. They were conducted to their husbands' houses. They went on honeymoon and they went and lived with their husbands in their homes. Mrs. Marambe first lived at Nawalapitiya and later came and resided at Piungalla near Wariyapola. Mrs. Dias Bandaranayake resided at Yakkala with her husband. Before that they were living in Kongolla Estate in Katugampola Hat Pattu. Kongolla Estate was Mr. Dias Bandaranayaka's Estate. The Honourable Mr. Madawela lived with his wife at Kurunegala.

My father-in-law, the Dissawa, lived at Dambeliyadda. That 20 was his mulgedera where he lived until his death. It was not his inherited mulgedera. He had acquired that property. The Dissawa had acquired the land and put up a house. He made that his mulgedera.

The Dissawa gave this gift P1 to my husband but he reserved a life interest. The Dissawa died on 17.9.32. Until he died he enjoyed the income from the land which is the subject matter of this action. He enjoyed the income from all the lands in which he had reserved a life interest.

I was estranged from my husband after the Last Will and the 30 revocation. The revocation was in 1930. From that time I was estranged from my husband and I did not live with him. My husband lived in a different part of the estate. I used to visit him almost daily. But we were living in two different houses. I was living in the Walawwa where the Dissawa was. My husband used to make entries in a diary. Other than the diary P9, I have not brought to Court any other of his diaries, but I have some. If I am given time I can run in the car and bring them. My husband did not enter his diary regularly. He was not regular in anything except his liquor. He used to enter all sorts of things in the diary. Many of the entries 40 in P9 are in pencil. His other diaries are also like this. Some of the entries cannot be understood. Against 7th February he has made some entry which I cannot easily comprehend. I was not present when he made the entries in the diary. The entry at P9(a) was

made in my presence because I was bothering him to get the deed back. I was not present when he made the other entries. The only entry in P9 at which I was present is the entry at P9(a). Some of the entries in other diaries were made in my presence. I cannot say how many of those were made in my presence. I cannot say how many diaries of my husband are at home with me now. There may be about six or seven. I got another with me now. My husband did not buy diaries every year. He used to sew up some paper and make a small book and use it for a diary. Sometimes he used to carry a  
10 fountain pen.

I was present when he wrote P9(a). He had several fountain pens. Shown P9 at P9(a)—The dates in P9(a) are 25th, 26th and 27th January. The dates are both in Sinhalese and English. The opposite pages contains the dates 22nd, 23rd and 24th January. The entry against 24th is "Tunteravili Pota -/12". This is in his handwriting. This is in Sinhalese. Above that is the date 23rd and something is written in English under that date. There too "Thunterawili Pota" in English appear. Thunterawili Pota is a Sinhalese pamphlet. My husband was always reading old books and  
20 folk lore books. Against the date 22nd there is the entry: "Soap, Corriander and Chillies". Against the date 21st there is the entry: "Slate pencil . . . and cigars".

Q. The writing under 24th "Thunterawili Pota" is much more fresh than the writing under 22nd?

A. It is thicker.

Q. Is it nor much more fresher than the writing under the 22nd?

A. This writing is very distinct and is thicker.

Q. This writing in Sinhalese "Thunteriwili Pota" is not more  
30 fresh than the writing at the top of the page where there is a reference to cigars and other things?

A. It is thicker and the ink is bluer than the other.

My husband used a new pen or new ink to write "Thunterawili Pota" as it happens with me too. The ink used for the entries under the 25th, 26th and 27th is good. It looks like new ink. It looks like fresh ink in the ink well or in the fountain pen.

My husband was about 64 years when he died. I think so. I am not sure.

Shown page bearing the dates 28th, 29th and 30th January in  
40 P9—There are two entries under date 28th January in ink and there is one entry under date 29th January in ink. The rest of the entries on that page are in pencil. The two entries under 28th and the

No. 8  
Plaintiff's  
Evidence—  
Continued  
Mrs. Eva  
Tennakoon  
Cross-  
exmination—  
Continued

No. 8  
 Plaintiff's  
 Evidence—  
 Continued  
 Mrs. Eva  
 Tennakoon  
 Cross-  
 examination—  
 Continued

entry under the 29th are in the colour of the ink used for writing "Thunterawili Pota". After this there are a number of pages in P9 where the entries are in pencil. Then in February, 1946, there are certain entries in ink. That is on the 13th, 14th and 15th February. These entries are in the colour of the ink used for the entry on 22nd January.

When I pressed my husband to get the deed P1 back, he made an entry in P9 at P9(a). It was at the time I pressed him that he made the entry. City Mudalali referred to is the 1st defendant. I did not write to the 1st defendant to send the deed back. Up to 10 date I have not written to him. To my knowledge my daughter too has not written asking for the deed. I do not know if any proctors wrote to him to send the deed but I gave no instructions to any proctor to write calling for the deed.

I was not present when the deed was given to the defendant. I personally do not know that the deed was given to the 1st defendant.

Words never passed between me and my husband. When he pressed me for money I used to cry and go back home. I was always in the house where I lived. My husband used to put me off sometimes when I made a request of him. 20

Q. Did he always tell you the truth ?

A. No. He did not always tell me the truth.

My husband had leased to Appuhamy a number of lands. It was in connection with the lease to Appuhamy that I saw the 1st defendant. I wanted possession of Maweehenawatta and I went to see him in that connection. I spoke to the 1st defendant in regard to the land Maweehenawatta.

Q. The lessee of that land was Appuhamy and not the City Mudalali ?

In the lease P13 (item 22) is Maweehenawatta. That is the 30 land I wanted to get possession of. That belonged to my son. In order to get possession of that land I saw City Mudalali.

Q. You were referred to Appuhamy as the lessee ?

A. No.

City Mudalali never told me that the lessee was Appuhamy. He said he would come home to discuss the matter. After that my daughter took an assignment of that lease from the City Mudalali. I am not producing that assignment. I know that the assignment was taken by my daughter. It was taken from the City Mudalali. I cannot remember the date when I had the conversation with the 1st 40



defendant without reference to my diary but the City Mudalali knows the date as I had sent him a registered letter regarding Maweehenawatta. I also keep a diary. I have not brought it with me. I hope I have kept my diary better than my husband. I wrote that letter soon after that lease was taken. P13 is dated 12.1.50. My letter would have been sent after 12.1.50. I cannot say how long after. It may be two or three months after. I cannot say how many months after the lease I sent the letter.

No. 8  
Plaintiff's  
Evidence —  
*Continued*  
Mrs. Eva  
Tennakoon  
Cross-  
examination—  
*Continued*

Q. It may be one year after the lease ?

10 A. No.

I cannot say how long after the deed I sent the letter.

That was the only occasion I spoke to the 1st defendant. I did not speak to the 1st defendant on any other occasion.

I have referred to certain deeds in my evidence. I know that my husband has transferred the land to this 1st defendant on deed No. 3014 of 12.4.45.

(Mr. Weerasooria marks the following documents :—

20 Extract of Encumbrances Folio A15/196 marked D1 which contains the registration of deeds P16 and P10 ; that folio is continued to Folio A519/50 which is marked D2 which contains the registration of deed P10 and deed No. 3014 of 12.4.45 which Mr. Weerasooria marks as D3 ; and deed No. 3088 of 26.4.46 which is marked D4 by which 1st defendant mortgaged the land to the 2nd and 3rd defendants. D1 and D2 are in respect of the lands in Schedule " A " in the plaint.

30 Folio A11/197 which is marked D5 and is in respect of the land in Schedule " B " to the plaint and contains the registration of deeds P17, P18, P19 and is continued in Folio A65/30 marked D6 which is continued to Folio A519/49 marked D7 and contains the registration of deeds P10, D3 and D4.)

*Re-examination.*

My father-in-law died in 1932. After that the income from the land in dispute was taken by my husband. I have produced letters to the Commissioner of Estate Duty about the income.

Mrs. Eva  
Tennakoon  
Re-examination

40 I spoke of an estrangement between me and my husband. I was always living in the Walawwa. Towards the latter part my husband was living on another part of the estate. I lived in Gorakagahakotuwa with my husband for some time. Although we were living apart we were on talking terms and used to visit each other always. Whenever my husband wanted anything he wrote to me letters. I have some

No. 8  
Plaintiff's  
Evidence—  
Continued

Mrs. Eva  
Tennakoon  
Re-  
examination—  
Continued

of those letters. He always asked for some kind of help. I swear to the genuineness of P9 and the items which I identified as my husband's. I am familiar with my husband's writing.

I was referred to certain pages and ink. I was shown some pages. There are three entries—two on the 28th and one on the 29th January.

Q. The entries under 28th are in a pale kind of ink like the ink used for writing on the 24th ?

A. Yes.

Q. Is the ink used for dated 29th the same colour as the ink used under the 28th ?

A. No.

I deny I fabricated this book P9.

I have come to Court in connection with this case before this. I met my lawyers with the documents on the earlier dates. I showed them the documents and I have produced in Court what are necessary.

My husband did not speak the truth always. When he wanted money he used to untruths sometimes. He had no reason to tell me an untruth about his giving the deed to the 1st defendant.

I did not write to the 1st defendant about the deed. I did not give the deed to the 1st defendant and I had no dealings with him about the deed. I spoke of a conversation I had with him. It is not true that he told me that he had nothing to do with the lease and asked me to go and speak to D. M. Appuhamy. He did not mention D. M. Appuhamy to me at all. He did not suggest to me that he was not the lessee.

(Intld.) W. T.,  
District Judge.  
29.11.54

R. K. Wijesinghe  
Examination

R. K. WIJESINGHE. Sworn. 44 years. Landed Proprietor and Planter, Bulugolla Estate, Bamunakotuwa. 30

I am the husband of the plaintiff. I know the deed whereby my wife's grandfather gifted to her father certain properties subject to a *fidei commissum* (P1). My father-in-law was possessing the properties after my wife's grandfather died. He was having a life interest over the property. I became aware of some lease. In respect of the property in dispute I became aware that a lease had been executed by my father-in-law to the 1st defendant. Then I came to my father-in-law's place to see him about the matter of the lease. 1st

defendant was there at the time. I had a conversation with the 1st defendant. At the time I wanted to get an assignment of the lease in favour of my wife because my wife was to be eventually the owner. There was another land leased to D. M. Appuhamy. In respect of that too my wife got an assignment when she got to know that the property had been leased.

No. 8  
Plaintiff's  
Evidence—  
*Continued*  
R. K. Wijesinghe  
Examination—  
*Continued*

In this case my wife wanted to assignment and I had a discussion with the 1st defendant. I asked him to give me an assignment because my wife would eventually be the owner. He was willing to give an  
10 assignment. He wanted at the rate of Rs. 400/- a year for 10 years. I was not willing to pay Rs. 400/- a year. Further in respect of the period of the lease I told him that my father-in-law could lease out the property only for a period of four years at the time and I was not prepared to pay and get an assignment of the lease for the full period of 10 years. When I told him that my father-in-law could give a lease only for a period of four years, he told me that he had taken it for 10 years and that it was his business. I thereupon consulted Counsel regarding the matter. My father-in-law was alive at the time. I  
20 took legal advice in order to bring an action. I received certain advice. That was when my father-in-law was alive. As a result of that advice my proctors sent two letters one to the 1st defendant and one to my father-in-law. I produce marked P21 letter dated 17.9.45 sent by my proctors, Messrs. Perera & Perera, to the 1st defendant.

(It is noted that the Defendant's Counsel hands over this original.)

P21 was sent by my proctors on the advice given by Counsel. I spoke of an indenture of lease whereby another land was leased by my father-in-law. On the face of that lease bond the lessee was one D. M. Appuhamy. He is the Manager of the 1st defendant City  
30 Mudalali. I know who possessed that land under that lease. It was the 1st defendant who possessed. It was well known all over the village and I myself saw him possessing while I passed on to my estate. When I became aware of that lease, my wife wanted an assignment of that lease too. 1st defendant was prepared to give an assignment. It was with the same object that I saw my father-in-law in this connection --namely to get an assignment.

*Cross-examined.*

I am now looking after the Estate. I was in Government Service. I said I was a landed proprietor. I have Rs. 10,000/- to Rs. 15,000/-  
40 worth of property at Hakmana in Matara. They are both lands and house property. I own about 15 acres of paddy fields at Keppitiyawa. The house property is in Hakmana. It is four acres in extent. I did not buy these lands. I bought neither the high lands nor the paddy

R. K. Wijesinghe  
Cross-examination

No. 8  
 Plaintiff's  
 Evidence—  
*Continued*  
 R. K. Wije-  
 singhe  
 Cross-  
 examination—  
*Continued*

fields. My father has not given me a deed for the paddy fields yet. My father is still alive. My father is not well at present. My father is still the owner of the lands. I do not own an inch of soil today. I said I am a proprietary planter. I am looking after my wife's property. I have no property of my own and I am looking after my wife's property.

Q. You told Court that you own 15 acres of paddy land in Matara ? Is it true or is it false ?

A. I have not got a deed but I will get a deed.

Q. Is it true that you own 15 acres of paddy land in Matara ? 10

A. I expect to get the 15 acres.

Q. Did you tell Court a little while earlier that you own 15 acres of paddy in Matara ?

A. Yes. I did.

Q. Is that statement true ?

A. I will get those 15 acres because my brother and I are the only heirs of my father.

At present title to those lands is in my father and I expect to inherit from him. My father had only two children, my brother and myself. My mother is dead. 20

I am now getting a pension. I have no employment now. I was a clerk in the Government Clerical Service. I left the service in 1947. When I left I was 37 years old. I was in Government Service for 15 years. I retired from the top of Class II. I was medically condemned. When I left I was drawing a salary of Rs. 270/- a month. That was in 1947. Rs. 270/- was the basic salary without allowances.

I got married in December, 1939.

I referred to a conversation I had with the 1st defendant. That was in December, 1944. I keep no diary. I never kept a diary. I 30 cannot remember on what date in December I had the discussion, but it was after Christmas and it was during the holidays. I have not made any note of that conversation anywhere. I have not written any letters in connection with that conversation at any time. I did not write any letters to the 1st defendant confirming that conversation. My father-in-law was present at the conversation. I was present, the 1st defendant was present, my father-in-law was present and one or two other people were present. Those other two people were from the village. They were villagers. I cannot remember who they were.

They were villagers who used to come and see my father-in-law. There were about two other people and I am not sure. I do not know their names. I have not met these two people after that. This conversation took place in my father-in-law's house at Dambeliyadda. My father-in-law, the 1st defendant, the two people and I were present. It was noon and I had not taken my lunch. I had gone alone that day. My wife did not go that day. I had come the previous night. I had to catch the afternoon train to get back. Once a month I used to come to the Estate. This was not one of the ordinary visits.

10 I had got information of the lease and I came to meet my father-in-law. I had not informed the 1st defendant that I was coming. 1st defendant was there when I went. I went there about noon and I waited for about half an hour and went away to the estate and then back home. I did not question the 1st defendant how he happened to be present. My father-in-law had not written to me about the lease. I got some information in consequence of which I went there and found the 1st defendant in my father-in-law's house. He was the very man I wanted in view of the information I had received. I go to Dambeliyadda through Kurunegala. One has to come first to

20 Kurunegala to go to Dambeliyadda. 1st defendant has an office at Kurunegala. Then I did not know where he lived. I do not know up-to-date his office. I do not know that he is a fairly well known person in Kurunegala. Before that day I did not know the 1st defendant. I had not even heard of him. When I saw the man there I did not know who he was. My father-in-law introduced the 1st defendant to me. I asked the 1st defendant for an assignment of the lease bond. After the introduction was made by my father-in-law I asked him for an assignment of the lease bond as my wife was to eventually become the owner of the property. 1st defendant

30 agreed to give an assignment but he wanted Rs. 400/- per year. I did not agree to that. I said I would not pay him Rs. 400/- a year and that under the *fidei commissum* created my father-in-law could lease the land for a period of only four years. I told him I was not going to pay him for the balance period. I did not offer him lease. The matter ended there. I stayed there for a little while and spoke to my father-in-law and left the place. I did not feel very angry with the 1st defendant but I was annoyed. I went back home. At that stage I did not consult any lawyers because it was only a lease. I told about this to my wife. I did not write any letters to the

40 defendant. After that no kind of offer was made for the assignment. No assignment was obtained.

About two days prior to my going, I got information about the lease. That was from some person. He is not a witness today. He is one Edmund. He is alive and he stays with Miss Marambe. He is now about 36 to 37 years old. I told my lawyers the name of that person who gave me information.

No. 8  
Plaintiff's  
Evidence—  
*Continued*

R. K. Wijesinghe  
Cross-examination—  
*Continued*

No. 8  
 Plaintiff's  
 Evidence—  
*Continued*  
 R. K. Wijesinghe  
 Cross-examination—  
*Continued*

On 17.9.45 my wife sent a letter through her proctors, Messrs. Perera & Perera, to the 1st defendant. They are a firm of lawyers in Kurunegala. In August I came with my wife to sign the deed of partition that is on 18.8.45. I came with my wife and informed Messrs. Perera & Perera. In my presence my wife gave instructions to Messrs. Perera & Perera about this letter. Both of us gave instructions. Between my meeting the 1st defendant in December, 1944, and the sending of this letter dated 17.9.45 I did not send a letter to the defendant nor did I meet him. I did not get any further information. When Mr. Amerasinghe was preparing the deed of 10 division, he made a final search and he told us that he had made a search and found that the land had been sold. I got that information. Apart from that I had no other information. At that stage I did not inform Mr. Amerasinghe about the conversation I had with the 1st defendant.

Q. It is absolutely false that you met the 1st defendant in December, 1944 ?

A. It is absolutely true.

I am on good terms with my mother-in-law.

But there was a time when we had our differences. That was 20 somewhere in 1945. From 1945 we were on bad terms till recently. We are on good terms from 1950. From 1945 to 1950 we were on good terms. At the time of the signing of the deed of partition in 1945 there was displeasure but after that we are on good terms.

My wife is claiming on a deed of gift from her grandfather to her father, P1. That deed was with my mother-in-law. I do not know what happened to it. My mother-in-law told me that she had the deed in 1939 when I was about to marry. After that I did not ask her. Up-to-date I do not know where it is. She told me after the institution of this case, that she had handed it over to my father- 30 in-law. It was almost torn and my father-in-law wanted a copy of it which was with my mother-in-law. My father-in-law wanted it to give it to the 1st defendant. This conversation with my mother-in-law was after the institution of this case. We were not at a conference when this was discussed. This was discussed casually.

(P21 read.) According to the conversation I had with the 1st defendant in 1944 the defendant would have been aware of the period of the lease being for only four years. I had no deed with me at the time but I told him that the lease could be for only four years. It was during the engagement period that I saw the deed. We looked 40 through all the deeds.

The deed was with my mother-in-law. I saw the deed somewhere in 1939. I saw it at my mother-in-law's house. That was

the original deed. It was not in tatters then. That was when I was trying to find out what property my wife would get. I gave it back to my mother-in-law. It was not in tatters.

Q. You never saw the copy in tatters afterwards ?

A. No.

When I met the 1st defendant I had no deed. I showed him nothing. The conversation must have taken about 10 minutes the most. I got information that 1st defendant was making improvements to the house. I cannot say when I got that information.

No. 8  
Plaintiff's  
Evidence—  
Continued

R. K. Wijesinghe  
Cross-examination—  
Continued

10 *Re-examination.*

I was in Government Service and I retired in 1947. I was then 37 years of age. At that time I was in the top of Class II in the Clerical Service. I had to go before a Medical Board and I was condemned. Thereafter I looked after my wife's properties. She is possessed of considerable property not merely property in Kurunegala but also property in Colombo. That was what I meant by saying that I was a proprietary planter.

R. K. Wijesinghe  
Re-examination

20 So far as the lands in Hakmana are concerned my father has only two sons. My father has been adjudged to be of unsound mind and unable to manage his affairs. I spoke about a family arrangement between my brother and me on the face of which I expect to get that property.

30 I heard about the lease and I met my father-in-law and the 1st defendant. I went to meet my father-in-law having heard that there was a lease. Fortunately the 1st defendant was present. I did not go in search of the 1st defendant. He wanted Rs. 400/- a year for 10 years. I said that according to the deed of gift I would not pay for any period over four years and the matter dropped there. I did not get an assignment thereafter. My father-in-law had been selling the property to the 1st defendant within a period of four or six months from that time. Then the question of an assignment was not possible.

I was told by Mr. Amerasinghe that there was a deed of sale registered. Mr. Amerasinghe at that stage wanted Counsel's advice. I went to Mr. E. B. Wikramanayake and he wrote to Mr. Amerasinghe as to what steps to take and in accordance with that advice Mr. Amerasinghe wrote a letter to the 1st defendant.

40 So far as my relations with my mother-in-law are concerned, there were two members of this family and there was disagreement about the division of property. At the time of the deed my mother sided or I thought she sided my brother-in-law and feelings were

No. 8  
Plaintiff's  
Evidence—  
*Continued*  
R. K. Wijesinghe  
Re-examination—  
*Continued*

strained. Ultimately a partition was effected and with the deed of partition these differences were cleared. From that time our relations have been cordial. I swear to the incident I spoke of with the 1st defendant.

(Intld.) W. T.,  
*District Judge.*  
29.11.54.

Mr. Weerasooria has no objection to the copies of the letters from the Commissioner of Estate Duty being produced without the clerk of the Department being called. 10

Mr. Wikramanayake closes his case reading in evidence P1 to P21.

Adjourned for lunch.

(Intld.) W. T.,  
*District Judge.*  
29.11.54.

No. 9  
1st Defendant's  
Evidence

**No. 9**  
**1st Defendant's Evidence**

After adjournment.

*1st Defendant's Case*

20

Mr. Weerasooria, Q.C., calls—

A. M. Lairis  
Appu  
Examination

A. M. LAIRIS APPU. Affirmed. 57 years. Managing Director, Green Line Omnibus Company, Limited, Kurunegala.

I am the 1st defendant. I have been Managing Director of the Greenline Omnibus Company since its inception from 1943. I am possessed of considerable property. I purchased the premises in respect of which this case has been brought on deed D3, of 12.4.45. I produce that deed. I purchased the land from Wilmot Tennakoon. The consideration on the deed is Rs. 10,000/-. I had earlier taken a lease of that land from Mr. Wilmot Tennakoon on deed No. 2079 of 19.12.44 the original of which I produce marked D8. When I purchased the property on D3 the consideration on the deed is said to be 10,000/-. I paid the full consideration of Rs. 10,000/-. I paid cash. In the deed the vendor recites title as by paternal inheritance from his deceased father C. E. Tennakoon. I was present when Mrs. Wilmot Tennakoon gave evidence. Mr. Wilmot Tennakoon 30



died on 21.5.51. I know that plaintiff is claiming this property on the footing that Wilmot Tennakoon held the property on a deed of gift ; that according to the deed of gift on the death of Wilmot Tennakoon, plaintiff and her brother became the owners and that she effected a partition whereby she got this property. At the date of my purchase I did not know that there was such a deed of gift. Mr. Tennakoon never gave me a deed of gift at any time. Nor did he give me a copy of a deed of gift. D3 in my favour is registered on 19.4.45. I produce the extract of encumbrances in respect of both lands which  
 10 are given in the schedule to my deed D3 namely D1, D2, D5, D6 and D7. I point to the fact that gift P1 on which plaintiff claims title is not registered.

I was present in Court when reference was made to the Last Will of Tennakoon Dissawa and the probate. Neither the probate nor the Last Will of Tennakoon Dissawa has been registered and I point to that fact.

Subsequent to my purchase I gave a mortgage of the property on deed No. 3088 of 26.4.46, which I produce and which is marked D4 to the 2nd and 3rd defendants. That mortgage has been redeemed  
 20 since. The mortgage was for Rs. 15,000/-. I had taken the lease in December, 1944. That lease was for a period of 10 years.

I have handed over to the other side letter dated 17.9.45 marked P21, which I received from Messrs. Perera & Perera. In that plaintiff says that she had come to learn that I had taken a transfer of the premises in question from Wilmot Tennakoon. It further says that Mr. Tennakoon had only a fiduciary interest. (P21 read.)

By that letter I was asked not to effect any improvements to the house. Before I received letter P21 Mr. Wijesinghe the plaintiff's husband did not meet him at any time. I saw him for the first time  
 30 only today in the witness box. He told in the morning that he met me in December, 1944, at Mr. Wilmot Tennakoon's house at Dambeliyadda. I deny that. I have never met him. It is not true that when I had gone to Mr. Wilmot Tennakoon's house about 12 noon he came and met me there some time after Christmas. I deny that he ever had a conversation with me about the lease. I do not know him. I have not met him. The first time that they intimated to me that Wilmot Tennakoon had a fiduciary interest was when I received the letter P21. That was the first time they informed me of that fact.

40 Before the transfer in my favour was executed, a search was made for encumbrances. I have produced extracts from the Encumbrance Sheets today to show that there was no gift registered. Mr. Wilmot Tennakoon transferred the property to me claiming it by paternal inheritance.

No. 9

1st Defendant's  
Evidence—  
ContinuedA. M. Lairis  
Appu  
Examination—  
Continued

No. 9  
1st Defendant's  
Evidence—  
Continued

A. M. Lairis  
Appu  
Examination—  
Continued

Mrs. Tennakoon today told Court that she met me in connection with a land called Maweehenawatta. She came to my office one day and met me. She came and told me that Mrs. Wijesinghe, the plaintiff, wanted to come and take up residence here and since Appuhamy was a personal friend of mine and had taken a lease of the land, she requested me to ask Appuhamy to assign the lease on the payment of all money spent on the lease. I had not taken a lease of Maweehenawatta. It was Appuhamy who had taken that lease. Appuhamy took that on his own and not on my behalf. Appuhamy himself is a person possessed of property. When Mr. 10 Tennakoon gave evidence she said I promised to come to her home and speak about the matter. I deny that I said so. But I spoke to Appuhamy later about the lease. When I met him I told him that I knew Mrs. Tennakoon and because she had promised to pay back all expenses incurred on the lease it would be fair if the lease was assigned. Later I came to know that the lease was assigned.

In her evidence Mrs. Tennakoon said that Mr. Tennakoon had noted in his diary that the deed of gift was with me. Mr. Tennakoon never gave me a deed of gift.

Shown D8—In the schedule after the second parcel of land, 20 there are the words: "to which premises the lessor is entitled to a life interest only" typed.

Q. When did you first come to know that there were these words in the lease in your favour?

A. I came to know of it only after I consulted my lawyers and Counsel in connection with this case.

Q. When you took the lease from Wilmot Tennakoon in December, 1944, were you informed that it was only a life interest you took on lease?

A. No.

30

Q. When the lease was read out to you was such a clause read out to you?

A. No.

I point to the fact that these words are entirely a new sentence after a full stop and in a different ink. I produce marked D9 extracts from the Assessment Registers in respect of this property for the years 1928 to 1953.

*Cross-examined.*

A. M. Lairis  
Appu  
Cross-  
examination

As Managing Director of the Greenline Omnibus Company I have had considerable trouble. The first trouble was when I was 40 charged by the Income Tax Department for the commission of two offences. That was not only against me but against all the Directors.

One of the charges was signing false returns. I did not prepare the returns but I signed them. I pleaded guilty to that charge and I was fined Rs. 750/-. The other charge was that all the shareholders prepared, maintained and kept false way-bills and books of account. The three directors were charged. When that case came up for trial, the Income Tax Department led a certain amount of evidence in Court. They produced a number of documents. The case for the Department was that from time to time the shareholders met, and made out false way-bills and divided the balance profits among themselves. It may be that in proof of that case way-bills were produced which had been sent to the Department and other way-bills for the same dates which had larger amounts. That was a most serious charge. That was the most serious charge brought against me in my life. It may be that there were calculations on the back of an invitation card received by me showing how the balance profits were divided. I did not see such a card. At that stage I pleaded guilty on the advice of my Counsel who is the present cross-examining Counsel.

No. 9  
1st Defendant's  
Evidence—  
*Continued*  
A. M. Lairis  
Appu  
Cross-  
Examination—  
*Continued*

Counsel leading my defence was Mr. R. L. Pereira. There were four counsel and they jointly advised me to plead guilty. When the documents were produced all four Counsel advised us to plead guilty. All four were eminent Counsel. It was in the year 1948. Mr. U. A. Jayasundera, Mr. N. E. Weerasooria, Mr. E. G. Wikramanayake and Mr. R. L. Pereira appeared for me. Two of them were King's Counsel then. All of them advised me to plead guilty. That was after evidence had been led on more than two or three days. Each of us was fined Rs. 15,000/-. The Crown was prepared to accept that plea after we paid very heavy penalties imposed by the Income Tax Department.

That was my first trouble as Managing Director. Thereafter some shareholders of the Company filed papers in case No. 277 of this Court for winding up of the Company. The allegations in the petition were that of fraud by me and some other Directors against the Company. There was one Director among the petitioners. The upshot of that was that both parties agreed not to wind up the Company but to hand over the Company to Receivers to run the Company till some inquiry was held. The management was to remain with me but the accounts were to be kept by the Provisional Liquidator and a Special Manager. The Provisional Liquidator was appointed only to counter-sign. He was to check the receipts and authorise payments. That is still carried on. The Liquidator was Mr. D. A. B. Ratnayake and the Special Manager Mr. Tudor Perera. Each of them was paid Rs. 1,000/- a month. It is six years since they have been appointed.

No. 9  
1st Defendant's  
Evidence—  
Continued  
A. M. Lairis  
Appu  
Cross-  
examination—  
Continued

The Greenline Company has declared a dividend. 12% has been declared as the dividend. It was declared as from 1st April, 1954. That is six years after the control by Messrs. Ratnayake and Perera. Before that there were no dividends declared.

I said I was possessed of considerable property. A creditor filed a petition in 1934 for insolvency against me. I was not adjudicated an insolvent. I paid all my creditors and the petition was withdrawn. I do not know about insolvency proceedings. I came to Court and through Court I wanted to pay all my debts. I do not know if that was after a notification in the gazette was published 10 after adjudication. I do not know if I was allowed to have the adjudication declared invalid after publication in the Gazette. I do not know that there was to be a notification published in the Gazette. I had to pay money to my creditors and I paid them. There was a petition and after I paid the money the petition was withdrawn. It was in 1934 or 1933. I cannot be accurate. At that time I was not possessed of all the property I am now possessed of. Even before the Greenline Bus Company came into existence I was rich.

I have a number of coconut properties. I have three estates. One is near Kurunegala Town. I bought that in 1952. The other 20 estate I bought in 1943. It is in Katupotha. It is 136 acres in extent. The estate near Kurunegala town is 271 acres. The 3rd estate is 119 acres. I bought that in 1942. That is near Dodangaslanda. I have sold that estate. I have only two estates now. The other properties I have now are property in town. I have houses in town. I bought them in 1951. I am now putting up a three-storied house worth several lakhs. I have an oil mill on Kandy Road. I bought that in 1950.

I also acquired premises Nos. 139 and 141 Bazaar Street, Kurunegala. I do not know if at the time I bought that property there 30 was a deed in the chain of title which created a *fidei commissum*. These two premises were purchased in 1928 or 1929. I did not know that there was a *fidei commissum* for them. I bought them for Rs. 250/-. It was subject to a long lease. I was sued in respect of those premises in case No. 8392 of this Court by Jainudeen Marikar. He claimed it as the person who was entitled under the *fidei commissum*. My defence was that the deed of gift failed for non-acceptance. Judgment was entered for the plaintiff in that case. I do not have plenty of money. Although I have estates I have also debts. I keep on acquiring lands. 40

Q. The people with whom you litigate are people who are not so well off as you ?

A. I have no other cases except these two cases.

I have other cases.

Q. Your litigation is with people whose purses are not so long as yours and who cannot spend as much as you ?

A. I cannot say.

I know E. G. Dias. He was a clerk under me. He was paid a salary of Rs. 175/- or Rs. 200/- a month. I deny I fell out with him and dismissed him. He got back his job under Government and he left me. I sued him and his wife for the recovery of a sum of Rs. 5,500/-. Mrs. Dias denied liability. Mr. Dias admitted liability in a sum of Rs. 500/-. The action against Mrs. Dias was dismissed and judgment was entered against Mr. Dias in a sum of Rs. 500/-.

I said that until this case was instituted I was not aware of the clause in D8 referred to earlier namely that the lessor was only entitled to a life interest. Mr. Wiratunga was my Notary for a considerable time. He was retained in my litigation both criminal and civil. Even before that Mr. Wiratunga was my Notary. For the purposes of D8 the person who picked up the Notary Wiratunga was myself. He was my Notary for the preparation of that deed. He read the deed but did not read the clause referred to. I do not say that he did so to defraud me. I cannot say if he did so to help Mr. Tennakoon. I do not know if Mr. Wiratunga was personally aware of what was in the deed. I do not know if Mr. Wiratunga was not aware of the clause.

Q. You know that by right of paternal inheritance a person cannot acquire only a life interest ?

A. I cannot say.

I know what a life interest is and I know that when a person inherits from paternal inheritance he cannot have only a life interest.

Q. If you saw the sentence in D8 "to which the lessor . . . only a life interest" you would have been on your guard when that man later said that he got the land by right of paternal inheritance ?

A. I would never have taken the lease if I was aware that there was only a life interest.

Q. If you had noticed that the deed of lease referred to the fact that the lessor had only a life interest you say you would never have bought the land ?

A. I would never have bought the land.

Because I would have known that there was something wrong.

The Notary who attested the deed of lease which contains the clause referred to also attested the deed of transfer in my favour. The deed of transfer was within a period of four months from the deed of lease.

No. 9  
1st Defendant's  
Evidence—  
Continued

A. M. Lairis  
Appu  
Cross-  
examination—  
Continued

No. 9  
1st Defendant's  
Evidence—  
Continued  
A. M. Lairis  
Appu  
Cross-  
examination—  
Continued

I know that when a person dies his estate must be administered. I have bought properties and I know that. I did not know Tennakoon Dissawa but I had seen him. I am now in the Kurunegala District for 35 years. I know that the Dissawa had considerable property only now but at that time I did not know. I knew that the estate of the Dissawa was more than Rs. 2,500/-.

This property alone is worth Rs. 2,500/-.

The Dissawa died in Kurunegala at Negombo Road. It was not a matter for me to find out that a testamentary case was filed, but it was for the Notary. If there was a testamentary case it would have been in this Court. I have got proctors to examine registers of this Court. When a lawyer says that he requires this and that document I gave him money and he obtains the necessary documents. If I wanted to find out whether a person had died in this District and that there was a testamentary case I would ask my proctor to find it out for me. I know that there are registers and case records in this Court.

*Q.* If you told Mr. Wiratunga to find out whether Tennakoon Dissawa's estate was administered he would have found it ?

*A.* I could have asked.

20

There was no need for me to find out whether there was a testamentary case filed in respect of the estate of Tennakoon Dissawa and to have asked Mr. Wiratunga to find out. I did not tell Mr. Wiratunga to find out whether there was a testamentary case filed in respect of the estate of Tennakoon Dissawa. I did not ask Mr. Wiratunga to find out nor did I ask him not to.

I had given instructions to Mr. Wiratunga to draw up the deed and it was not necessary for me to find out about a case. I was to buy valuable property. I knew that the Dissawa had considerable property. I got a letter from the plaintiff's proctors in 1945. I did not take that letter to Mr. Wiratunga and ask him what it was because he had attested the deed. I preserved the letter. I did not send a reply. I did not show it to a proctor and ask him what reply I was to send. I did not think it necessary to send a reply. I preserved the letter because a claim had been put forward.

*Q.* The most natural thing for you to have done was to have taken it to the Proctor Notary who attested the deed and asked him why such a letter was sent since he had attested the deed and passed title to you ?

*A.* I did not go.

40

I remember having seen Mr. Marambe but I did not know him. I knew Mr. Madawela well. I knew Mr. Wilmot Tennakoon for two or

three years prior to the execution of the deed. It may be that he wanted money for drinks always. I knew him. He did not live in town. I do not know if he was always looking out for money for drinks. I do not know if he would part with anything for a little money for a drink. I have not been a fairly rich man for a long time. I pay income tax on an approximate income of Rs. 75,000/- to Rs. 80,000/- a year. I have 55% of the shares in the Green line Bus Company. The total share capital of the Bus Company is about four lakhs.

No. 9  
1st Defendant's  
Evidence—  
*Continued*  
A. M. Lairis  
Appu  
Cross-  
examination—  
*Continued*

The dividends are only from this year. I have about 400 acres  
10 in coconuts. But they are not fully planted. I am a rich man in town. I am rich for the last 15 years. I have been using cheques. I have an account in the Bank of Ceylon. I have accounts in two Banks. One is in the Bank of Ceylon, Colombo and the other in Kurunegala.

Although I had a bank account I paid Mr. Wilmot Tennakoon cash because he wanted cash. I had cash in my possession. I do not have an iron safe. I had the money in the drawer. I do not have an iron safe because there is no reason to keep an iron safe since I have a bank account. I could get cash by cashing a cheque or by  
20 taking from some one else or from the moneys in my house. I say that Rs. 10,000/- passed before the Notary.

*Q.* Did you try to check on the evidence to show that you got the Rs. 10,000/- ?

*A.* I did not think about it. This question was asked from me only now and it did not strike me earlier.

*Q.* In your entire evidence-in-chief you have been pointedly drawing the attention of Court to the fact that the Rs. 10,000/- passed in cash? You realise that it is a strong point in your case that the Rs. 10,000/- actually passed?

30 *A.* I have not realised.

Nobody drew my attention to check up as to how I got the Rs. 10,000/-. The deed of transfer was attested between 10 a.m. and 12 noon in Mr. Wiratunga's Office.

*Q.* Mr. Wiratunga has not done anything to your detriment except on this occasion, when attesting deeds for you?

*A.* No.

Earlier he had done something in a deed for which he was charged. That was not in my interest. I gave instructions to him to draw up a deed of transfer for a property belonging to Mrs. Balalle. Mr. Wiratunga drafted the deed of transfer. On the three copies there was  
40

No. 9  
1st Defendant's  
Evidence—  
Continued

A. M. Lairis  
Appu  
Cross-  
examination—  
Continued

typed the condition of an agreement to re-transfer the property later. I deny on the date of the actual signing of the deed I went to Matara. The Police questioned me about the matter. I was not a suspect but I was questioned as to what happened. I told the Police that I was at Matara at the time of the signing of the deed.

In fact I was at Matara.

*Q.* You told the Police that you did not know how the words which were typed came to be struck off ?

*A.* I was not asked about that.

I was asked how I purchased the property.

10

*Q.* You know that Mr. Wiratunga was charged in this Court for forgery of a deed by striking off certain words after the deed was signed ?

*A.* I know that he was charged but I do not know if it was the charge referred to now ?

I was a witness in that case. The case was committed to the District Court and Mr. Wiratunga was convicted. I did not read the judgment in that case. I do not know what the Judge said about me. In appeal Mr. Wiratunga was acquitted. I do not know if Mrs. Ballalle's complaint was that at the time the deed was signed there 20 was the condition to re-convey but that afterwards it had been struck off.

*Q.* You do not know although you were the person who would have been benefitted by that striking off ?

*A.* I do not know.

(Intld.) W. T.,  
District Judge.  
29.11.54.

Further hearing tomorrow.

(Intld.) W. T., 30  
District Judge.  
29.11.54.

D.C. 7915/L.

30.11.54.

Parties present.

Appearances as before.

A. M. LAIRIS APPU. Affirmed. Re-called.

A. M. Lairis  
Appu  
Cross-  
examination—  
Continued

*Cross-examination continued.*

I spoke in evidence-in-chief about a conversation I had with Mrs. Tennakoon. I admit that she did come to my office and talk to



me. According to me she told me that Appuhamy was the lessee and she asked me to interfere and get an assignment of the lands for her daughter. She mentioned that the lease was in the name of Appuhamy. I heard Mrs. Tennakoon giving evidence. She spoke in English and I do not know what she told. I did not give instructions to my lawyers here in the course of her evidence to cross-examine her about certain matters. I did not tell my Counsel on my behalf to cross-examine Mrs. Tennakoon on the footing that the lessee was Appuhamy and not myself. D. M. Appuhamy is not my manager of  
 10 estates. He is a friend of mine but not my manager. He was never my manager. But sometimes I get things done by him. He was never employed under me. At present Appuhamy is running a hostel in these premises. Before D. M. Appuhamy began running this hostel, Mr. D. N. Wiratunga was a tenant of this house. Before I purchased these premises, Mr. Amerasinghe, Proctor, was occupying these premises. When I purchased he was occupying the house. He left two or three months after my purchase. Mr. Wiratunga was a tenant of the house at the time of the deed in my favour by Mrs. Balalle. He was also the tenant at the time he was prosecuted. He is a  
 20 proctor practising in this Court. He went to Chilaw to practise for some time and he has now come back to reside in Kurunegala.

I have no recollection of any registered letter being received by me from Mrs. Tennakoon before she came to my office. My recollection is that she did not send me any registered letter.

(Mr. Wikramanayake seeks to produce registered letter sent by Mrs. Tennakoon and the postal receipt in proof of posting of such letter.

Mr. Weerasooria objects on the following grounds:—

1. The alleged registered letter nor the postal receipt has been listed.
- 30 2. 1st defendant not noticed to produce the original of the registered letter.
3. Mrs. Tennakoon did not purport to speak to the contents of any registered letter nor did she move to produce a receipt from the post office nor a copy of the letter.

That not being done, Counsel at this stage cannot seek to produce it.

1st defendant has denied the receipt of a registered letter.

4. No opportunity of cross-examining Mrs. Tennakoon as case for the plaintiff is closed.

40 Mr. Wikramanayake replies.

Mrs. Tennakoon's evidence that she sent a registered letter not contradicted. 1st defendant says that he did not receive a letter.

No. 9  
 1st Defendant's  
 Evidence—  
*Continued*

A. M. Lairis  
 Appu  
 Cross-  
 examination—  
*Continued*

No. 9  
1st Defendant's  
Evidence—  
Continued

A. M. Lairis  
Appu  
Cross-  
examination—  
Continued

This is not a document relied on to prove plaintiff's case.

I allow the post office receipt to be produced but not the letter. It is noted that the receipt had been pasted to the letter.

Mr. Wikramanayake marks the receipt dated 25.1.50 as P22.)

I did not receive a registered letter from Mrs. Tennakoon although she may have a postal receipt with her P22.

When this action was filed the mortgage bond in favour of the 2nd and 3rd defendants was discharged. The discharge has not been registered but the money was paid. After the institution of this case I did not do anything about the bond. The discharge has not been 10 registered up-to-date. When this case was instituted the money was paid to the mortgagees and the mortgage discharged. I had to pay the amount to two persons and I paid the money in instalments at different times. I have obtained receipts but they are not with me now. I cannot remember when I made the final payment. I cannot remember in which year I made the final payment. I cannot say how long after the execution of the bond I made the first payment. I cannot say when the final payment was made, whether it was in 1944, 1945, 1946, 1947 or 1948. I know well enough that when a mortgage is discharged the invariable practice is to get the discharge 20 endorsed on the bond. I have produced the mortgage bond and it may be that there is no endorsement on the bond about the discharge.

*Q.* I put it to you that this whole transaction of the mortgage and the discharge is utterly false.

*A.* It was a genuine transaction.

Between yesterday and this morning I did not check my cheque books to see how I got the Rs. 10,000/- which I paid. There was no reason for me to think about this Rs. 10,000/- because Rs. 10,000/- is not a thing I bother about. I said yesterday that I had no safe because I could cash a cheque. I deny the alleged conversation with 30 Mr. Wijesinghe in toto. This case has come up for trial on one or two dates. On one occasion I paid costs and got a date. On the last date the case started. I said yesterday that I had not seen Mr. Wijesinghe until I saw him in the witness box. He may have attended Court on the earlier dates but I did not see him. I have met and spoken to Mrs. Tennakoon. I have seen the plaintiff in Court. I may have seen her earlier but I knew that she was Mrs. Wijesinghe only in Courts. I did not see Mr. Wijesinghe till I saw him giving evidence in Court. I may have seen him but I did not know him as Mr. Wijesinghe until then. I said that I came to know only 40 when he gave evidence.

*Q.* I put it to you that the story that you paid Rs. 10,000/- as consideration is utterly false.

*A.* It is the entire truth.

Q. I put it to you that you gave Mr. Tennakoon a little money which would keep him going for a little time and then got the deed ?

A. I deny.

Q. I put it to you further that you deliberately got the words by "paternal inheritance" put in there in spite of the earlier deed of lease ?

A. I deny. The deed was executed by the Notary.

I have gone once to Dambeliyadda Estate. I do not know if it was Gorakagahakotuwa but I have been to the house of C. W. Tennakoon. That was at Bamunukotuwa.

Q. I put it to you that the hand writing of the calculations made on the back of the invitation card is in your hand writing ?

A. If it is produced I may be able to say.

Q. Can you remember that the document that was produced in the criminal case against you and others was a calculation on the back of an invitation card to you in your own hand writing ?

A. If the document is shown I can say.

Q. Do you remember or not ?

A. I do not recollect. It may or may not be.

20 *Re-examination.*

That criminal case was in regard to certain income tax returns of the Greenline Omnibus Company. That case was against all the Directors. That case was against three Directors. All were fined. The penalties had to be paid by the Company. That was paid by the Company. The Directors were represented by Counsel and all of us acted on their advice. That was in 1948.

I was questioned about the proceedings filed for the winding up of the Greenline Bus Company. The proceedings started in 1948, June. They were referred to arbitration. Parties agreed to an arbitration. All matters in respect of the winding up were referred to arbitration. All the shareholders and the Directors agreed to that. Three Arbitrators were appointed, namely Tudor V. Perera, D. A. B. Ratnayake and Sampson Perera. They made an award after inquiring into the matter for one year.

I was the Managing Director from the inception of the Company and after the winding up application was made I continued to be Managing Director and I am Managing Director even now. In spite

No. 9  
1st Defendant's  
Evidence—  
*Continued*  
A. M. Lairis  
Appu  
Cross-  
examination—  
*Continued*

A. M. Lairis  
Appu  
Re-  
examination

No. 9  
1st Defendant's  
Evidence—  
Continued  
A. M. Lairis  
Appu  
Re-  
examination—  
Continued

of the proceedings I continued to remain as Managing Director. Mr. D. A. B. Ratnayake and Mr. Tudor V. Perera do not control the funds. The money is fully in my charge. Mr. Ratnayake only counter-signs cheques. Another Director and I still sign cheques and Mr. Ratnayake counter-signs the cheques after checking.

*Q.* After the proceedings for winding up, has your position as Managing Director altered except that Mr. Ratnayake counter-signs the cheques?

*A.* No.

I said that 12% dividend was paid this year. That is on the 10 accounts ending 31.3.54. I have the audited balance sheet of the accounts for the period ending 31.3.54. I mark that D10.

*Q.* Since the Company was inaugurated the Company year by year has done better business?

*A.* Yes.

*Q.* The fleet of buses now is not the same as it was when the Company started?

*A.* No one of the buses at the time of the inauguration remains now.

*Q.* How many buses of the Greenline Company are on the road 20 now?

*A.* About 90 buses.

*Q.* In 1943 when the Company started how many buses were there?

*A.* I cannot be accurate but there were 20 to 25 buses.

*Q.* They have now all been replaced?

*A.* Yes.

I was questioned in regard to the property I own. I said that I own estates and certain town property. I said that I have houses which I bought in 1951. The other town property I bought from 30 the Chettinad Corporation. That was in 1951. I cannot be sure.

I produce deed No. 2474 of 24.3.51, D11, on which I have bought town property in the Kurunegala Town from the Chettinad Corporation. I bought that property for Rs. 60,000/-. I paid cash.

There is now a branch of the Bank of Ceylon in Kurunegala. That branch was established I think in 1948. There was no branch of the Bank of Ceylon in Kurunegala in April, 1945, when I bought the premises in question.

I was questioned about the petition filed against me in the Insolvency proceedings. That was in the year 1933, 1934. I paid all my creditors.

I was questioned about the deed in my favour by Mrs. Balalle attested by Mr. D. A. Wiratunga. When that transaction was first spoken of I was at Matara. I am from Matara.

Q. At that time you had gone to Matara ?

A. Yes.

Mr. D. N. Wiratunga and the clerk of Mr. Balalle came and 10 spoke to me about the transaction first. The deed was subsequently signed. When the deed was signed I was at Matara. Between the first conversation of the transaction and the signing of the deed, I did not come to Kurunegala but remained at Matara.

Q. It is not that you set this transaction on foot and went to Matara and got the deed signed in your absence ?

A. No.

I was questioned about the case which I brought against Mr. and Mrs. Dias.

Q. You brought that case on the footing that Mr. Dias had 20 borrowed a certain sum of money ?

A. Yes.

Mr. Dias was a clerk under me.

Q. According to you did Mrs. Dias come to take any money ?

A. Mrs. Dias was very friendly with my wife and my wife had given certain moneys to Mrs. Dias to build a house.

It was only after my wife had given the money amounting to about Rs. 4,000/- that I came to know about the transaction.

Q. No evidence was led in that case ?

A. I did not want to go on with that case because they 30 had sold the land outside.

I asked them to swear that they did not take the money at the Ethkanda Vihare. Mr. Dias took the oath and I abandoned the case. It was decided on oath and not decided by Court.

I was cross-examined in regard to case No. 8392 brought by Jainudeen Marikar. That action was filed in 1951 as far as I remember. There was a judgment of this Court against me. That case is now in appeal. The appeal has not yet been decided. I bought the

No. 9  
1st Defendant's  
Evidence—  
Continued

A. M. Lairis  
Appu  
Re-  
examination—  
Continued

No. 9  
1st Defendant's  
Evidence—  
Continued

A. M. Lairis  
Appu  
Re-  
examination—  
Continued

property in respect of which that case was brought in 1928 or 1929. I bought the property from Mrs. Aluvihare. From 1928 I was in possession of that property until Jainudeen's case was decided. Jainudeen claimed on the footing that there was a *fidei commissum*.

Having decided to purchase this property I instructed my Proctor to purchase it. I told Mr. Wiratunga that I had been offered the land and asked him to make an examination of the title and execute the deed.

There were certain previous dates of trial in this case. No evidence was led in Court on all these dates. 10

.....  
*District Judge.*

30.11.54.

M. K. W. de  
Silva  
Examination

M. K. W. De SILVA. Affirmed.

58 years. Cultivator, Dilla Estate.

Shown deed D3—I signed this as a witness. I was present when the deed was executed. At the time of the execution the consideration was paid. Rs. 10,000/- was paid. I knew the late Charles Wilmot Tennakoon. At the time the deed was signed I was Manager of the lands of his sister, Mrs. Marambe. I knew Charles 20 Tennakoon well. He used to visit his sister.

M. K. W. de  
Silva  
Cross-  
examination

*Cross-examination.*

I work on estates. I am paid Rs. 75/- plus batta a month. That was the highest amount I have got as salary in my life. I own no property. I am married. I had four children by the first bed and I have abandoned them. I have abandoned my wife and children. I abandoned them in 1938. At that time my children were 15, 12, 8 and 7 years old. I abandoned them. I left them where they were and I lived in the same village. I went to Dilla Estate. I have had no family to support. I have not acquired any property. I took 30 another wife by whom I have a child. I have purchased a land in his name. I abandoned that woman also. She kept a paramour and I abandoned her. I purchased the land in the name of the child. I bought that land for Rs. 150/-. That was in 1935. That is all that I acquired by way of property. Shown D3—The first signature on this is mine. I knew C. W. Tennakoon. He used to take drinks but I do not know. He was known to me for 23 years. Before meals he used to take a drink. He never got drunk or got drunk to excess to my knowledge.

Q. He was never given to steady drinking ?

A. When he takes meals he takes a drink but I do not know whether he was given to steady drinking as I do not know him fully well.

He was not permanently resident with Mrs. Marambe. He stays with her for one or two weeks and goes away. He came from his estate to Mrs. Marambe's house on the day previous to the day of the signing of the deed and went back to Gorakgahakotuwa Estate in Dambeliyadda after the deed was signed. I arranged this sale with  
 10 the 1st defendant. At the request of Wilmot Tennakoon I arranged this sale. I know the 1st defendant. He is a very well to do person. He is a well known man in Kurunegala. Everyone knows that he is wealthy. 1st defendant has no manager by the name of D. M. Appuhamy. I know D. M. Appuhamy. He is the Manager of Sir Aluvihare, Inspector-General of Police. I do not know if he looks after the properties of Lairis Appu. He is the Manager of the Inspector-General of Police's properties for 25 years as far as I know. He is still his Manager. He runs a hostel in the building in question. He stays there and his nephew is also there. There are conductors  
 20 in the estates and he goes to them as visiting agent. Lairis Appu was putting up some buildings in Bailey Road. I did not see D. M. Appuhamy supervising the construction of those buildings. I have met him on the way to the Inspector-General of Police's lands but I have not seen him supervising the construction of the buildings of the 1st defendant. For arranging this sale, I did not get any commission. I got nothing at all. Rs. 10,000/- changed hands and I got nothing. I deny I am getting a commission for giving evidence in this case. I received summons in this case for the first trial date. It is a long time and I cannot remember whether I got summons.  
 30 I was a witness and I came for every date of trial. I was told by the 1st defendant that I was a witness and I came. I cannot remember if I received summons in this case.

*Re-examination.* Nil.

.....  
*District Judge.*  
 30.11.54.

Mr. Weerasooria closes his case reading in evidence D1 to D11.

P22 also read in evidence.

Mr. Jayasundera is not calling any evidence.

No. 9  
 1st Defendant's  
 Evidence—  
*Continued*  
 M. K. W. de  
 Silva  
 Cross-  
 examination—  
*Continued*

No. 10  
Addresses to  
Court  
30.11.54

**No. 10**  
**Addresses to Court**

ADDRESSES

*Mr. Weerasooria addresses Court.*

Common ground that Tennakoon Dissawa was the owner of these lands on 29.6.1919. Plaintiff's case is that gift P1 was given to Charles Wilmot Tennakoon on that condition that on his death the land was to go to his children.

Assuming that P1 created a *fidei commissum* and the property comes to the plaintiff and his brother the question whether there was acceptance arises. Plaintiff and her brother effected a partition. 10

Was there acceptance of P1? It is absolutely essential that there should be acceptance either by actual acceptance on the deed itself or by conduct.

On the deed there is no acceptance either by Wilmot Tennakoon or by anybody on behalf of the fiduciary heirs.

The deed P1 creates a life interest in favour of Tennakoon Dissawa and he died in 1932. So that on the question of possession upon the deed, possession could be only after the death of the Dissawa. Mrs. Tennakoon told that the Dissawa possessed until he died. 20

Wilmot Tennakoon has conveyed on D3 to the 1st defendant on 12.4.45 and he recites title by paternal inheritance. No cogent evidence that this recital was not the deed and act of Wilmot Tennakoon. Therefore we have to accept that statement.

Deed D3 was registered on 19.4.45. Gift of 1919, P1, is not registered. D1, D2, D5, D6 and D7 extracts of encumbrances conclusively prove the registration.

Probate or the will not registered.

The Dissawa had four children: one son and three daughters. The three daughters having married out in diga the sole heir would be the son. Whether the Will or the Probate was not registered the intestate heir gets title and by priority of registration the purchaser gets title. 30

1st defendant has paid the consideration of Rs. 10,000/-. No evidence to show that Rs. 10,000/- was not paid.

The consideration being paid, the 1st defendant's title cannot be defeated on the ground of fraud and collusion. No evidence



of fraud and collusion. Fraud cannot be suspected or inferred. It must be proved. What is the evidence in this case that two people got together and a trick was played? Wilmot Tennakoon and 1st defendant got together to do a trick on the children of Wilmot Tennakoon is the plaintiff's case. There is no evidence to prove such a trick. There is no evidence about this transaction. No evidence to show that there was fraud and collusion in obtaining the deed or in securing the registration.

No. 10  
Addresses to  
Court  
30.11.54—  
Continued

Knowledge of an earlier unregistered deed is no fraud. Mere  
10 knowledge therefore is not fraud.

Gift in 1919. Mrs. Tennakoon kept the deed until Wilmot got it back from her and one day Wilmot is supposed to have stated that he had given the deed to the 1st defendant. For proving that plaintiff produced an alleged diary of 1946, January, P9. Why was the gift P1 not registered from 1919 till April, 1945? Who is keeping back the deed from registration if the story of Mrs. Tennakoon is true?

P1 is a certified copy dated 14.5.48. Until 14.5.48 Wilmot Tennakoon treated this land as a land from paternal inheritance. If Mrs. Tennakoon's story is true she could have registered the deed  
20 P1.

Cites 35 New Law Report Page 417

38 New Law Report Page 117.

1st defendant did not take the deed in his favour even after Mr. Wijesinghe speaks about the lease. He waits till April 1945, and then registers the deed. Mr. Wijesinghe's evidence unreliable. Five months elapsed between the alleged conversation of Wijesinghe and 1st defendant till the obtaining of the deed by the 1st defendant. If Mr. Wijesinghe's evidence is believed there was six months time to register the deed P1.

30 If 1st defendant had knowledge that the transferor had only a life interest would he have taken a transfer when he already had a lease of the land for 10 years. Mr. Wijesinghe's evidence cannot be accepted.

1st defendant cannot be vested with knowledge of the *fidei commissum* on the evidence of the diary P9 or on the evidence of Wijesinghe.

Assuming that the deed P1 was given to the 1st defendant it means nothing more than the 1st defendant had knowledge of title. P9 cannot be accepted. Assuming that deed P1 was with the 1st  
40 defendant he had only knowledge of a prior unregistered deed.

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Mrs. Tennakoon is not entitled to keep the deed. Question of acceptance is got over by the plaintiff by saying that Mrs. Tennakoon had the deed. There is no person to accept. The mother cannot accept. The father is the person to accept. The proper acceptor was Wilmot Tennakoon. Assuming that Wilmot had the deed it does not show acceptance. Because the Dissawa was in possession until his death.

Regarding the clause in the lease that the lessor has only a life interest that clause is typed later. It is quite clear that the clause had been typed later. D8. This is an interpolation which is not 10 in its place. Who is the Notary who would draw up a lease for 10 years when if he had looked into the deed of gift, the period was only for four years ?

*Mr. Wikramanayake addresses Court*

*Acceptance*

Acceptance could be either written in the deed itself or the father could accept. The deed was handed to Wilmot Tennakoon who gave it over to Mrs. Tennakoon to be kept. There is clear acceptance. That is corroborated by the letter P3 of Wilmot Tennakoon.

*Registration*

20

The deed of the 1st defendant properly registered and would get priority so far as the deed of gift is concerned but not in regard to the Last Will.

Fraud can only be proved by inference because fraud is a mental state. Section 3 of the Evidence Ordinance cited. It is fraud or collusion and not fraud and collusion.

Section 7 proviso 2.

The circumstances must be considered.

In considering fraud mere notice is not sufficient. Even in the case reported in 38 New Law Report mere notice was not sufficient. 30 They held on the facts there. The facts here are much stronger for fraud. There is here the element of moral blame. Mrs. Tennakoon's evidence is to be accepted and also that of Mr. Wijesinghe. It is seldom that one finds that a witness' story rings so completely true as that of Mrs. Tennakoon. Mrs. Tennakoon was looking after everything and even after her father-in-law's affairs. The registered letter receipt is not a fabrication.

Mr. Wijesinghe's only fault is that he called himself a proprietary planter. Against him is only the evidence of the 1st defendant who

has been charged for a very serious offence of altering way bills. 1st defendant's evidence should be rejected.

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*Circumstances of the transaction*

A thriftless, drunkard man who steals his wife's jewellery on the one hand and a man who has become rich suddenly with the introduction of the Nelson Scheme, the 1st defendant, and who is buying speculative title on the other hand have come together.

D. M. Appuhamy is not called although he was a defendant. The question of consideration is stressed to overcome fraud. If the con-  
10 sideration is stated to be Rs. 10,000/- and in fact it was less then fraud enters. 1st defendant calls Silva, who is only drawing Rs. 75/- a month to prove consideration while Proctor D. N. Wiratunga the Notary is not called. Mr. Wiratunga the Notary is not called. Mr. Wiratunga could have enlightened Court on many matters. Since Mr. Wiratunga has not been called Court has to draw certain inferences under Section 114.

1st defendant did not keep cash and he could have found out when he cashed a cheque for the payment of Rs. 10,000/-. Mr. Wiratunga was not called because of the typing of the clause in D8. Mr.  
20 Wiratunga prepared the deed and Mr. Tennakoon would have stated that it was to be made clear that he was only having a life interest. Mr. Wiratunga has been the Proctor for years of the 1st defendant and when the 1st defendant says that he was not aware how the clause came into the deed 1st defendant cannot be believed. Wilmot Tennakoon knew that he had only a fiduciary interest. By D8 and P13 it is clear, in the absence of the evidence of Mr. Wiratunga, that Lairis Appu the 1st defendant was aware of the exact rights of Wilmot Tennakoon, namely that he had only a life interest.

D. M. Appuhamy is the Manager of 1st defendant. The whole  
30 mortgage transaction by the 1st defendant is bogus.

There is the evidence of Mr. Wijesinghe that he would not pay for more than four years. Within four months of that there is a transfer and registration. Plaintiff's party did not think there was any need for registration. Wilmot was not out to defraud but when he was drunk for a little money he would do anything and 1st defendant took advantage of it and perpetrated the fraud by taking the deed and paying him a little money. Wilmot Tennakoon was not claiming the land by paternal inheritance. That clause is false to the knowledge of Tennakoon. He did not put in that recital at all. That was put  
40 in at the instance of the 1st defendant because at that time he was contemplating the registration and defeating the deed of gift by registration. It is not a question of mere notice but it was deliberately planned by the 1st defendant. No reason why Wilmot Tennakoon

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should say that he gave the deed of gift P1 to 1st defendant and make a note in P9 that he would get it back. P9 is genuine.

The circumstances show fraud in the matter within the meaning of the definition.

1st defendant gets a transfer. Can anyone conceive of a Notary who does not look into the Testamentary case and states by paternal inheritance.

1st defendant and Wiratunga were in Kurunegala and Dissawa Tennakoon was well known. Why was Testamentary case not looked into. It is significant that Mr. Wiratunga did not check up the Testa- 10  
mentary case.

Mr. Wiratunga is kept out of Court and he could have spoken to :

1. Consideration
2. Title
3. With regard to the clause re life interest.

He was not called because his explanation would be against 1st defendant. Section 114 presumption must be drawn.

There was fraud and collusion in obtaining the registration of the deed. 20

Cites 45 Ceylon Law Weekly at Page 70.

Consideration on the face of the deed is Rs. 10,000/- but the full consideration did not pass.

Fictitious nature of the consideration will affect the matter of registration.

1st defendant is not speaking the truth when he denies the conversation of Mr. Wijesinghe. Then he obtains a deed and just before the deed of partition is entered into he gets the deed registered.

There is some moral blame to be attached to the 1st defendant. Then registration is defeated. 30

Mr. Wikramanayake draws the attention of Court to the fact that Mr. Wiratunga is present in Court at the moment.

If there was no acceptance, then the Last Will come into force. Refers to Section 10 of the Registration Ordinance. Defendant's deed cannot get priority over the Last Will merely by prior and proper registration over the Last Will and that the Last Will has not been registered.

Judgment on 21.12.54.

*District Judge.*  
30.11.54. 40

## No. 11

## Judgment of the District Court

D. C. 7915/L.

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## JUDGMENT

The plaintiff brings this action against the 1st defendant to be declared entitled to the land described in Schedule " C " to the plaint. The 2nd and 3rd defendants are made parties because, it is alleged, they have taken a mortgage of the said premises from the 1st defendant.

It is common ground that on documents P16 to P20 C. E. Tennakoon Dissawa was the original owner of the lands described in the Schedules " A " and " B " of the plaint. He was a large land-owner of the area who had one son, Charles Wilmot Tennakoon and four daughters. One of the daughters died before marriage and the other three had been married out in diga. C. E. Tennakoon Dissawa was a Kandyan governed by the Kandyan Law.

C. E. Tennakoon Dissawa by deed No. 5843 of 1919, P1, gifted the lands described in Schedules " A " and " B " and a number of other lands amounting to 82 to his son Wilmot Tennakoon. This deed provided " that the donee shall not sell, mortgage, gift, pledge as security or in any wise alienate the said premises or lease for a term beyond four years at a time or execute any subsequent leases therefor before the expiration of the period of a previous lease but he shall only hold and possess the same during his lifetime, and after his death, the same shall devolve on his two children, who are now alive, and who are my grand-children, namely, Kandegedera Wijesundera Guneratne Tennakoon Herath Mudiyanse Ralahamillage Nandawathie Enid Tennakoon Kumarihamy and—do—Charles Ennoruwe Tennakoon Bandara Mahatmaya and also on any other lawful child or children in equal shares who may be born to my said son, Charles Wilmot Tennakoon Bandara Mahatmaya and they are hereby empowered to hold and possess the said premises at their Will and Pleasure". Tennakoon Dissawa also reserved a life interest to himself of the lands gifted by P1. It is not contested that this deed P1 creates a valid *fidei commissum* in favour of the children of Wilmot Tennakoon.

Tennakoon Dissawa died in 1932 but before he died, he revoked the deed of gift P1 in respect of some of the lands by deed No. 55586 of 1930, P2, but the revocation did not affect the land in dispute. Tennakoon Dissawa left a Last Will No. 55567 of 1930, P14, by which he devised and bequeathed the same premises to Charles Ennoruwe Tennakoon and the plaintiff. This Last Will was admitted to Probate in D. C. Kurunegala Case No. 4066 and the estate was administered by Mrs. Eva Tennakoon, the wife of Wilmot Tennakoon.

The plaintiff and her brother, Charles Ennoruwe Tennakoon, partitioned the properties they got by deed of partition No. 2823 of 1945, P11, and the land in dispute, which is fully described in Schedule "C" was allotted to the plaintiff. The plaintiff thus claims the land as a fiduciary heir under P1 and also on the Last Will P14.

The 1st defendant claims the land on a transfer from Wilmot Tennakoon, deed No. 3014 of 1945, D3. By that deed Wilmot Tennakoon, claiming to be entitled to the land by right of paternal inheritance from his deceased father C. E. Tennakoon, had purported to sell the land in dispute to the 1st defendant, for a sum of Rs. 10,000/-. 10 Mr. Weerasooriya for the 1st defendant attacks the plaintiff's position on two main grounds. The first ground is set out in issues 14 and 15 which are as follows :—

14. Did the said deed No. 5843 of 1919 fail and/or not operate as a gift in as much as the gift was not accepted by—
  - (a) the donee Charles Wilmot Tennakoon ;
  - (b) the alleged *fiduciary commissarii* or by anyone else on their behalf ?
15. Did any title pass either to Charles Wilmot Tennakoon or the plaintiff and/or her brother C. E. Tennakoon on the 20 said deed of gift by reason of non-acceptance ?

Secondly he attacks the position of the plaintiff on the ground that neither the deed P1 nor the Last Will P4 has been registered and that the 1st defendant's deed D3 is entitled to prevail over the plaintiff's title by reason of due and prior registration. This position is set out in issues 17 to 19. Mr. Wikramanayake for the plaintiff counters this position by raising issues of fraud and collusion between the parties to D3. These are the main issues on which the case was fought before me.

Wilmot Tennakoon was married to the witness Eva Tennakoon, 30 the mother of the plaintiff. He had two children by her, a son Charles Ennoruwe Tennakoon and the plaintiff. Wilmot Tennakoon appears to have been a man who was excessively addicted to liquor so much so that at a certain stage his wife had to live separately from him while he lived in a house in a different part of the same estate. She used to visit him however and attend to his needs. Mrs. Eva Tennakoon, in fact, managed all the properties of her father-in-law, who for a few years before his death appears to have been almost bed-ridden. She had rented out the properties and collected the rents. The rent books for 1929 and 1932, P7 and P8 are in her hand writing and 40 show that she attended to all the properties of Tennakoon Dissawa.

She thus describes her husband in her evidence : " My husband was not a sober man. On the contrary he used to drink very hard. He was not a thrifty person either. He was always hard-up and always wanted money for drinks. I was not living apart from him at the time. When he asked for money and I had no money he used to flick my jewellery."

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The deed P1 was executed at Dambeliyadda Walawwa where the Dissawa lived. Mrs. Tennakoon states that after the deed was executed the Dissawa gave it to her husband and her husband gave  
10 it to her for safe-keeping.

After the Dissawa died his estate was valued for Estate Duty purposes and Wilmot Tennakoon was asked to pay for all the lands he got on P1. Then in September 1935, he wrote a letter P4 to the Commissioner of Stamps wherein he stated that out of the 82 lands gifted to him, 50 lands had been revoked and that he was in possession of only 32 lands while the Executrix was in possession of the other 50. To support this contention, she says, her husband wanted the original of the deed P1 that was with her so that he could send it to the Commissioner of Stamps. He then wrote to her the  
20 letter P3 asking her to hand over the deed. She then gave the deed keeping a copy with her. The original, she says, her husband sent to the Commissioner of Stamps. The Commissioner of Stamps, when he received letter P4, sent letter P5 to Mrs. Eva Tennakoon asking her to pay the duty on the 50 lands she possessed.

Again in April, 1935, Wilmot Tennakoon had sent the letter P6 to the Commissioner of Stamps protesting against the excessive assessment and also stating that he was entitled to only a life interest. These documents show, beyond doubt, that Wilmot Tennakoon possessed the lands he got on P1 after the death of Tennakoon Dissawa  
30 in 1932.

In 1944 Wilmot Tennakoon wanted to give a lease of the land in question and for the purpose of executing that lease he had taken the copy of P1 which Mrs. Tennakoon had with her. " He got that copy " she says " saying that he wanted to lease this land to the 1st defendant and also to look into the title of certain other lands. He gave that deed to the 1st defendant. He did not get the deed back (from the Commissioner) and therefore he took the copy that was with me." Mrs. Tennakoon had kept on pestering her husband to get the copy back and one day when he was about to leave for Kurunegala  
40 town, she had asked him to get the deed back and he had made a note of what he was to do in Town in a diary he kept dated the 25th January 1946 P9 (P9A). In this he had made an entry as follows :— " Ask Eustace for my reading glasses. City Mudalali for deed. Proctor Ihalagama deed." The City Mudalali referred to is the

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1st defendant. He is commonly known by that name in Kurunegala town. I have no doubt that this entry is a genuine entry and that it is not one that had been made for the purpose of this case by Mrs. Eva Tennakoon.

Subsequently Wilmot Tennakoon leased the land in dispute by lease bond No. 2079 of 1944, P10 in favour of the 1st defendant for a period of 10 years for a sum of Rs. 2,000/-. In this deed there is a very significant clause as follows: "To which premises the lessor is entitled to a life interest only." The deed had been attested by Mr. D. N. Wiratunga and the original of it was produced by the 1st 10 defendant marked D8. In D8 the clause referred to above appears to have been typed not at the same time the deed was first typed. The 1st defendant has not called Mr. D. N. Wiratunga to explain how this clause came to be inserted in the deed. In the circumstances the only conclusion I can come to is that the clause was there when the deed was executed and signed by the 1st defendant. I will discuss this matter in more detail later on in the judgment.

The above facts have been discussed in detail for the purpose of answering the issues of acceptance. A deed of gift must be accepted by a donee or by someone on his behalf. On the face of the deed 20 P1 there is no acceptance but acceptance is a question of fact and the fact that the deed was handed to Wilmot Tennakoon by his father as stated by Mrs. Eva Tennakoon, the fact that Wilmot Tennakoon himself had possessed some of the lands dealt with by that deed after the death of Tennakoon Dissawa and had even leased the land to the 1st defendant prove acceptance by him.

As regards acceptance by the *Fidei Commissarii*, it should be noted that the deed P1 is a deed creating a *fidei commissum* in favour of the family. In such a case acceptance is not necessary by the *fidei commissarii* heirs—*Vide* 47 New Law Reports Page 361. 30 Therefore on the issue of acceptance, 1st defendant must fail.

I shall now advert to the issues relating to priority by reason of due registration. The deed of gift P1 has not been registered at all. The Last Will of Tennakoon Dissawa P14 and the probate issued in his Testamentary Case are also not registered. The extracts of encumbrance produced by the defendant show that his title deed D3 has been duly registered. By this deed Wilmot Tennakoon ignoring the deed of gift P1 and the Last Will P14, has transferred the land in dispute to the defendant claiming title by paternal inheritance. By reason of due registration therefore, deed D3 is 40 entitled to prevail over P1 unless it was obtained by the defendant for no consideration or by fraud and collusion. The plaintiff asserts that it was so obtained, and that is question that has to be answered.



On the one hand there was Wilmot Tennakoon a waster and a drunk who was prepared to barter his inheritance for a bottle of whisky and who was not above "flicking" his wife's jewellery when he needed money. On the other hand was the defendant an astute and clever man who does not appear to be over scrupulous about the means by which he could amass lands and money. He had come from the Matara District to find his fortune here. In 1934 a creditor had petitioned the court to have him declared an insolvent but he had managed to pay his creditors and get the petition withdrawn.

10 With the introduction of the Nelson Plan for buses, he had become very rich and is now commonly known as the "City Mudalali" owning coconut estates and considerable property in Kurunegala town. In 1948 he and his fellow directors of the Green Line Bus Company were charged by the Income Tax Department for sending false returns. They retained a distinguished array of Counsel to defend them, but were constrained to plead guilty when certain damaging documents were produced against them, and were heavily fined.

Notwithstanding these penalties, the Directors of the Bus Com-  
20 pany continued to become richer and richer while the shareholders became poorer and poorer, for the Company paid no dividends. At last in disgust the shareholders filed papers to have the company wound up and now its affairs are controlled by a Provisional Liquidator and a Special Manager. At long last in 1954 a dividend of 12% has been declared. There is evidence too of other questionable deals in which he has been engaged.

Thus on the one hand there were Wilmot sorely in need of money for his drinks and with every desire to sell his lands, and on the other hand there was the 1st defendant eager to buy his lands as cheaply  
30 as possible without caring very much for the rights of others who may be entitled to them.

According to Mrs. Eva Tennakoon—and I certainly prefer to accept her evidence in preference to that of the 1st defendant—her husband Wilmot took the copy of deed P1 from her and handed it to 1st defendant when the lease P10 was to be executed. The entry in the diary P9a corroborates her story. Wilmot had also leased some other lands to one D. M. Appuhamy who is said to be a nominee of the 1st defendant. "In connection with the lease," she says, "I met this 1st defendant: I went to meet him because  
40 included in that lease was a land owned by my son in his own right. My son had allowed my husband to take the produce of that land, and when it was leased to the 1st defendant I wrote to the 1st defendant by registered post and I also met the 1st defendant in his office on the Kandy Road. I spoke to him about the lease and asked him

to release the land. He did not tell me he was not the lessee. He said he would come home and speak to me about the land and the lease. He further added that my husband was demanding money and that he could not carry on with the lease and that he was thinking of releasing the whole lease. Thereafter I did not meet him."

Mr. Wijesinghe the husband of the plaintiff had also come to Kurunegala when he heard of the lease and met the 1st defendant and had discussed with him about getting an assignment of the lease because his wife was to be eventually the owner. "He was willing to give an assignment. He wanted at the rate of Rs. 400/- a year 10 for 10 years. I was not willing to pay Rs. 400/- a year. Further in respect of the period of the lease I told him that my father-in-law could lease out the property only for a period of four years at a time, and I was not prepared to pay and get an assignment of the lease for the full period of 10 years. When I told him that my father-in-law could give a lease only for a period of four years, he told me that he had taken it for 10 years and that it was his business."

This story is totally denied by the defendant who states that the first time he saw Wijesinghe was in the Court. Mr. Wijesinghe gave his evidence freely and frankly; he was a little too free and irritatingly 20 talkative in the witness box. That was the only fault I found in him; I see no reason to reject his story as a bare faced falsehood.

The lease P10 was in December 1944; in April 1945, the defendant had got the transfer D3 in his favour from Wilmot Tennakoon. The lease mentions that Wilmot had only a life interest, a fact which the defendant must have been well aware of. Perhaps he said to himself as he told Wijesinghe "It is my business."

I have no hesitation in holding on the evidence that the defendant throughout was well aware of the title of Wilmot to the land, and that he was only a fiduciary whose rights would pass to his children according to P1 on his death. 30

Wilmot Tennakoon dragged on an intemperate existence till he was 64 years old and died in May, 1951.

I shall now come to the question of the consideration for the deed D3 in favour of the defendant. It is true that once consideration has passed—and in this instance Wilmot would not have sold the land for nothing—the adequacy of the consideration will not affect priority by registration in the absence of fraud or collusion. But the adequacy of the consideration becomes vital where fraud or collusion is alleged as in this case. The defendant says that he paid the full 40 amount to Wilmot in cash when D3 was executed. The Notary's certificate says the same. The defendant's witness de Silva also says the same.

The Notary who attested D3 was present in Court but he was not called into the witness box. He could have supported the certificate in the deed. Though the fact of his not being called is a matter that can be taken into consideration on this question of consideration, yet there is not enough material for me to hold that the full consideration of Rs. 10,000/- did not pass.

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But one thing is clear. The consideration was altogether inadequate. The land in question and the house in the heart of Kurunegala Town are certainly worth three or four times that sum. The  
10 defendant has bought the land and the house if I may use the expression, for a song from the thriftless drink addict Wilmot Tennakoon.

The remarks made by Gratiaen J. in *Naganather Arumugam v. E. Arumugam* (45 Ceylon Law Weekly 70) are in my opinion quite opposite to the facts of this case. "This is not a case" he said "of a genuine purchaser who was only affected by mere notice of a prior unregistered instrument which admittedly would not by itself provide sufficient evidence of fraud so as to deprive his deed of the priority conferred by law. On the contrary, this is a case of a person, who with knowledge of the vendor's intended fraud, joined the wrong-  
20 doer in a transaction for their mutual benefit. Such conduct amounts to collusion which was designed 'to defraud the persons entitled to the land under the prior instrument of their lawful rights'." Here the defendant fully aware that Wilmot Tennakoon had only a life interest over the property and that he was holding it in a fiduciary capacity; that his children were the ultimate beneficiaries, who had taken a lease D8 from Wilmot Tennakoon in December 1944, in which it was recited that Wilmot Tennakoon had only a life interest, who had been informed at the time by Mrs. Eva Tennakoon and by  
30 Mr. Wijesinghe that Wilmot Tennakoon had only a life interest, had joined Wilmot Tennakoon in a common trick to deprive his children of what they were legally entitled to under the deed of gift P1.

"Human ingenuity is such" says Gratiaen J. in the case mentioned above "that categories of fraud and collusion are far too varied to permit of any comprehensive definition which would fit every possible case which might arise for adjudication between competing instruments affecting land under the Registration of Documents Ordinance."

Having considered all the circumstances in this case, I am of opinion that this is a case of clear fraud and collusion on the part of  
40 the 1st defendant. Therefore his deed D3 will not be entitled to prevail over P1 by virtue of due and prior registration.

Even if the question of registration is answered against the plaintiff, yet the plaintiff claims the land under the Last Will of Tennakoon Dissawa. Mr. Wikramanayake for the Plaintiff had not raised speci-

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fic issues on the point on the first date of trial. My predecessor has recorded then that he withdrew the claim on the alternative cause of action. When the case came up for trial before me, Mr. Wikramanayake stated that the record was not quite correct that he did not withdraw the alternative cause of action but that he only raised no issues on the point. Mr. Weerasooria, however, in the course of the trial raised issues on the Last Will (*Vide* issues Nos. 17, 18 and 19). Under this Last Will the plaintiff, in my opinion, is entitled to claim the land in dispute. No question of registration arises because under Section 10 of the Registration Ordinance 1st defendant's deed cannot get priority over the Last Will merely by prior registration.

I answer the issues as follows :—

- No. 1 .. Yes.  
 No. 2 .. Yes.  
 No. 3 .. Yes.  
 No. 4 .. Yes.  
 No. 5 .. Yes.  
 No. 6 .. Yes.  
 No. 7 .. Does not arise.  
 No. 8 .. Rs. 50/- per mensem as agreed upon from 21.5.51<sup>20</sup> until possession is given.  
 No. 2(a).. Acceptance by the *fidei commissarii* not necessary in law.  
 No. 2(b).. No.  
 No. 9 .. Yes.  
 No. 10 .. Yes.  
 No. 11 .. Yes.  
 No. 12 .. No.  
 No. 13 .. No.  
 No. 14 .. No. 30  
 No. 15 .. Title passed.  
 No. 16 .. Yes.  
 No. 17 .. No.  
 No. 18 .. Yes.  
 No. 19 .. No.

I accordingly enter judgment for plaintiff as prayed for with costs and with damages fixed as agreed upon at Rs. 50/- per mensem from 21.5.51 until possession is given.

(Sgd.) WALTER THALGODAPITIYA,  
 District Judge. 40  
 21.12.54.

Judgment delivered in open Court in the presence of parties and their Proctors.

(Sgd.) WALTER THALGODAPITIYA,  
*District Judge.*  
21.12.54.

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*Continued*

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No. 12

Decree of the District Court

*Decree*

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Decree of the  
District Court  
21.12.54

IN THE DISTRICT COURT OF KURUNEGALA

10

Kandegedara Wijesundara Gunaratne Herat Mudiyanse Ralahamillage Enid Nandawathie Tennakoon Kumarihamy, wife of Rienzi Kumaradasa Wijesinghe of Mithrasevena, Malwatta Road, Dehiwela.....*Plaintiff*

*vs.*

1. Abesiri Munasinghage Lairis Appu of "Shanthi", Kandy Road, Kurunegala.
2. Dunusinghe Aratchige Appuhamy of King Street, Matale, now of Karawaddana in Gandahe Korale.
3. Ulu Aratchige L. Appuhamy of Marawila...*Defendants.*

20

This action coming on for final disposal before W. Thalgodapitiya, Esq., District Judge of Kurunegala, on the 21st day of December, 1954, in the presence of Mr. E. G. Wikramanayake, Q.C., with Mr. Advocate Carthigesu instructed by Messrs. Perera and Perera, Proctors, on the part of the plaintiff, Mr. N. E. Weerasooria, Q.C., with Mr. Advocate Jayakody instructed by Messrs. Perera and Ranasinghe, Proctors, on the part of the 1st defendant and of Mr. R. E. de S. Jayasundera, Proctor, on the part of the 2nd and 3rd defendants.

30

It is ordered and decreed that the plaintiff be and she is hereby declared entitled to the premises described in the Schedule "C" hereto, that the 1st defendant be ejected therefrom and that the plaintiff be quieted in possession thereof.

It is further ordered and decreed that the defendants do pay to the plaintiff damages Rs. 50/- per mensem from 21st May, 1951, until possession is given to plaintiff.

It is further ordered and decreed that the defendants do pay to the plaintiff the costs of this action as taxed by the Officer of this Court.

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*Continued*

*Schedule " C " Referred to :*

Kanduboda-hena now Lot 2 in plan No. 2265 made by G. A. de Silva Licensed Surveyor containing in extent 2 acres 1 rood 24 perches situated at Puttalam Road, Kurunegala, within the Municipal limits of Kurunegala and bounded on the North by rock, East by fence of the land of Mr. Daniels, South by Puttalam Road, and West by lot 1 with the buildings bearing assessment No. 180 etc.

(Sgd.) WALTER THALGODAPITIYA,  
*District Judge,*  
29.6.55. 10

This 21st day of December, 1954.

No. 13  
Petition of  
Appeal of the  
1st Defendant  
to the Supreme  
Court  
21.12.54

**No. 13**

**Petition of Appeal of the 1st Defendant to the Supreme Court**

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

Abeyesiri Munasinghege Lairis Appu, of Shanthi,  
Kandy Road, Kurunegala...1st *Defendant-Appellant*

*vs.*

- District Court 1. Kandegedara Wijesundara Gunaratne Herat Mudi-  
Kurunegala, yanse Ralahamilage Enid Nandawathie Tenne-  
No. 7915. koon Kumarihamy, wife of Reinzi Kumaradasa 20  
Land Wijesinghe of " Mithrasevana ", Malwatte Road,  
Final Dehiwela.....*Plaintiff- Respondent.*  
D.C. (F) 260/L. 2. Dunusinghe Aratchige Appuhamy of King Street,  
1955 Matale, now of Karawaddana in Gandahe  
Korale.  
3. Ulu Arachchige L. Appuhamy of Marawila....  
.....*2nd and 3rd Defendant- Respondents.*

*To :—*

THE HONOURABLE THE CHIEF JUSTICE AND THE OTHER  
JUDGES OF THE SUPREME COURT OF THE ISLAND OF CEYLON 30

On this 21st day of December, 1954.

The Petition of Appeal of the 1st defendant-appellant appearing by Kalpage Charles Chethananda Weerasekera Perera, Pitihamy

Mudianselage Ranasinghe and Mallika Arachchige Mervyn Perera, Proctors, practising in partnership under the name, style and firm of Perera and Ranasinghe, sheweth as follows :—

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Petition of  
Appeal of the  
1st Defendant  
to the Supreme  
Court  
21.12.54—  
*Continued*

1. This was an action brought by the plaintiff against the defendants for declaration of title to the land and buildings described in the schedule " C " of the plaint. The 1st defendant was sued as claiming title to the property on deed marked " D3 " dated 12th April, 1945. The 2nd and 3rd defendants were made parties as mortgagees on Deed D4 of the 26th April, 1946.
- 10 2. The plaintiff alleged that Tennakoon Dissawa owned the property at one time and that he on P1 of the 29th June, 1919, gifted the same to his son Wilmot on Deed P1 of the 29th June, 1919, subject to an alleged *Fidei Commissum* in favour of Wilmot's two children the plaintiff, and Charles ; that the gift was subject to a life interest in favour of the donor (who died on the 16th September, 1932) and that the plaintiff and Charles had entered into a Deed of Partition P11 of 18th August, 1945, by which the plaintiff was allotted the property in question, that Wilmot died on the 21st May, 1951, whereupon the plaintiff became the absolute owner of the property.
- 20 3. It was admitted that the Dissawa was in possession until his death and that the deed of gift was not registered. The original of the deed of gift was not forthcoming and P1 is a certified copy obtained on the 14th May, 1948. The deed D3 was registered on the 19th April 1945 in a folio connected with the earliest folios in which the deeds in respect of the property were first registered.
- 30 4. The Defendants took up the position that deed P1 failed for want of acceptance, even if it created a valid *Fidei Commissum*. The defendants also contended that the title on deed D3 prevailed by due and prior registration. It was proved in the case that the  
30 Dissawa had four children viz. :—three daughters and Wilmot ; that the three daughters had all married out on diga and that Wilmot would have been the sole heir on an intestacy.
5. Wilmot had left a Last Will P14 dated 27th October, 1930. Neither the Will nor the Probate had been registered and the plaintiff claimed not on the footing of the Will but on the footing on the Deed of Gift.
6. The case went to trial on a number of issues and by his judgment dated 21st December, 1954, the learned Judge gave judgment declaring the plaintiff entitled to the said premises and for  
40 damages at Rs. 50/- a month as agreed upon.
7. Feeling aggrieved with the said judgment the 1st defendant-appellant appeals therefrom to Your Lordships' Court on the following

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among other grounds which may be urged by Counsel at the hearing of this Appeal:—

(a) The said Judgment is contrary to law and against the weight of evidence.

(b) It is submitted that the learned Judge should have rejected the evidence that there was an acceptance of the gift by conduct and held that the gift failed for want of an acceptance. Admittedly there was no acceptance on the face of the deed.

(c) It is submitted that the learned Judge should have accepted the evidence of the defendant and his witness in regard to the facts <sup>10</sup> relating to Deed D3 and held that the Deed D3 prevailed by reason of due and prior registration.

(d) It is submitted that learned Judge should have rejected the evidence of the witnesses called on behalf of the plaintiff in so far as such evidence was inconsistent with the evidence of the defendant and his witnesses. It is submitted that the learned Judge should have accepted the evidence of the 1st defendant and his witnesses and given judgment in favour of the defendants and dismissed the plaintiff's action with costs.

(e) The mortgage in favour of the 2nd and 3rd defendants had <sup>20</sup> been paid and discharged prior to action and they took up the same position as the 1st defendant in the trial Court. They are made respondents to this Appeal as they were parties to the action but no relief by way of costs is asked for against them.

Wherefore the 1st defendant-appellant prays that Your Lordships' Court be pleased to set aside the Judgment of the learned District Judge and give judgment dismissing the plaintiff's action with costs in both Courts and for such other and further relief as to Your Lordships' Court shall seem meet.

(Sgd.) PERERA & RANASINGHE, <sup>30</sup>  
*Proctors for 1st Defendant-Appellant.*

No. 14  
Petition of  
Appeal of the  
2nd and 3rd  
Defendants to  
the Supreme  
Court  
30.12.54

No. 14

**Petition of Appeal of the 2nd and 3rd Defendants to the  
Supreme Court**

IN THE SUPREME COURT OF THE ISLAND OF CEYLON

Kandegedera Wijesundera Gunaratne Herat  
Mudiyanse Ralahamillage Enid Nandawathie  
Tennakoon Kumarihamy, wife of Rienzi



Kumaradasa Wijesinghe of Mithrasevaana,  
Malwatte Road, Dehiwela.....*Plaintiff*

*vs.*

1. Albesiri Munasinghege Lairis Appu of  
" Shanti ", Kandy Road, Kurunegala.
2. Dunusinghe Aratchige Appuhamy of King  
Street, Matale, now of Karawaddana in  
Gandahe Korale.
3. Ulu Aratchige L. Appuhamy of Marawila....  
..... *Defendants.*

*between*

1. Dunusinghe Aratchige Appuhamy of King  
Street, Matale, now of Karawaddana in  
Gandahe Korale.
2. Ulu Aratchige L. Appuhamy of Marawila....  
..... *2nd and 3rd Defendants-Appellants*

*and*

1. Kandegedera Wijesundera Gunaratne Herat  
Mudiyanse Ralahamillage Enid Nanda-  
wathie Tennakoon Kumarihamy, wife of  
Rienzi Kumaradasa Wijesinghe of Mithra-  
sevana, Malwatte Road, Dehiwela.....  
..... *Plaintiff-Respondent.*
2. Albesiri Munasinghege Lairis Appu of  
" Shanti ", Kandy Road, Kurunegala....  
..... *1st Defendant-Respondent.*

No. 7915.

D.C. Kurunegala.

No. 14  
Petition of  
Appeal of the  
2nd and 3rd  
Defendants to  
the Supreme  
Court  
30.12.54—  
*Continued*

D.C. (F) 261/L.  
1955

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20

To :

The Honourable the Chief Justice and the other Judges of the  
Supreme Court of the Island of Ceylon.

30 On this 30th day of December, 1954.

The petition of appeal of the 2nd and 3rd defendants-appellants  
abovenamed appearing by R. E. de S. Jayasundera, their proctor,  
states as follows :—

1. This was an action brought by the plaintiff against the  
defendants for declaration of title to the land and buildings described  
in the Schedule " C " of the plaint. The 1st defendant was sued as  
claiming title to the property on Deed marked D3 dated 12th April,  
1945. The 2nd and 3rd defendants were made parties as mortgagees  
on Deed D4 of the 26th April, 1946.

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*Continued*

2. The plaintiff alleged that Tennakoon Dissawa owned the property at one time and that he gifted the same to his son Wilmot on Deed P1 of the 29th June, 1919, subject to an alleged *fidei commissum* in favour of Wilmot's two children the plaintiff and Charles; that the Gift was subject to a life interest in favour of the donor (who died on the 16th September, 1932) and that the plaintiff and Charles has entered into a deed of partition P11 of 18th August, 1945, by which the plaintiff was allotted the property in question; that Wilmot died on the 21st May, 1951, whereupon the plaintiff became the absolute owner of the property. 10

3. It was admitted that the Dissawa was in possession until his death and that the Deed of Gift was not registered. The original of the Deed of Gift was not forthcoming and P1 is a certified copy obtained on the 14th May, 1948. The Deed D3 was registered on the 19th April, 1945, in a folio connected with the earliest folios in which the Deeds in respect of the property were first registered.

4. The defendants took up the position that Deed P1 failed for want of acceptance, even if it created a valid *fidei commissum*. The defendants also contended that the title on Deed D3 prevailed by due and prior registration. It was proved in the Case that the 20 Dissawa had four children viz :—three daughters and Wilmot; that the three daughters had all married out in diga and that Wilmot would have been the sole heir on an intestacy.

5. Wilmot had left a Last Will P14 dated 27th October, 1930. Neither the Will nor the Probate had been registered and the plaintiff claimed not on the footing of the Will but on the footing of the Deed of Gift.

6. The case went to trial on a number of issues and by his Judgment dated 21st December, 1954, the learned Judge gave Judgment declaring the plaintiff entitled to the said premises and for 30 damages at Rs. 50/- a month as agreed upon.

7. Feeling aggrieved with the said Judgment the 2nd and 3rd defendants-appellants appeal 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 is contrary to law and the weight of evidence led in the case.
- (b) It is submitted that on the evidence in the case there was no acceptance of the Deed of Gift P1 by or on behalf of the *fidei commissary* heirs and that therefore the plaintiff has 40 no title to the premises in question.

- (c) It is submitted that there is no evidence of either fraud or collusion either in the obtaining of the Deed D3 or in securing its registration.
- (d) It is submitted that the plaintiff made no claim on the basis of the Last Will of the donor and has no title on this Last Will.
- 10 (e) It is submitted that the learned District Judge has mis-directed himself when he says that the consideration altogether inadequate and that the defendant has bought the land and house for a song. There was not even a suggestion that the value of the property was over Rs. 10,000/- at the date of D3 nor any evidence that "the land in question and the house in the heart of Kurunegala Town was certainly worth three or four times that sum". This statement is not based on any evidence in the Case. The payment of the full consideration stated in the Deed D3 has been proved and has not been contradicted and there is no evidence that it was inadequate.
- 20 (f) The evidence of the 1st defendant and the witness to the Deed is the only evidence of what took place at the execution of the Deed. It has been executed in the normal way and consideration paid at the execution. It has been registered seven days later. There is nothing attendant on the circumstances in regard either to the execution or registration from which even a suspicion of fraud or collusion can be inferred.
- 30 (g) There is no evidence that the Grantor, Wilmot Tennakoon or the 1st defendant acted in fraud or collusion either in the execution or registration of the Deed. It is also submitted that the issue in regard to fraud and collusion was raised only on the second date of trial although the 1st defendant has in his answer relied on priority of registration.
- 40 (h) The learned Judge also says that the 1st defendant was an astute and clever man who does not appear to be over scrupulous about the means by which he amassed land and money. He also says that the 1st defendant was eager to buy these lands as cheaply as possible without caring very much about the rights of others who may be entitled to them. It is submitted that these and other observations of the learned District Judge are not borne out by the evidence and it is submitted that the learned District Judge has approached the Case with a strong prejudice against the defendant which vitiates the entirety of the Judgment.

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- (i) It is submitted that the learned District Judge should have rejected the Diary alleged to have been kept by Wilmot Tennakoon and the evidence that the original of P1 was given to plaintiff's mother for safe keeping and later sent to the Commissioner of Stamps and copy kept by plaintiff's mother given to the 1st defendant.
- (j) It is also submitted that the learned District Judge should have rejected the plaintiff's husband's evidence in regard to his allegation that he met the 1st defendant in December 1945, at the house of Wilmot Tennakoon. The story is 10 inherently improbable and contradicted by the documents in the case and the subsequent conduct of the plaintiff and her husband.
- (k) It is further submitted that the learned District Judge should have rejected the evidence led for the plaintiff and accepted the evidence of the 1st defendant and his witness in its entirety.

Wherefore the 2nd and 3rd defendants-appellants pray that Your Lordships' Court be pleased to set aside the Judgment of the learned District Judge and give Judgment dismissing the plaintiff's 20 action with costs in both Courts and for such other and further relief as to Your Lordships' Court shall seem meet.

(Sgd.) R. E. de S. JAYASUNDERA,  
*Proctor for 2nd and 3rd Defendants-Appellants.*

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Judgment of  
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28.11.58

**No. 15**  
**Judgment of the Supreme Court**

S.C. Nos. 260 and 261.

D.C. Kurunegala No. 7915/L.

*Present* : Basnayake, C.J., and Sinnetamby, J.

*Counsel* : H. V. Perera, Q.C., with N. E. Weerasooria, Q.C., and W. D. Gunasekara for 1st Defendant-Appellant in S.C. 260 30 and for 2nd and 3rd Defendants-Appellants in S.C. 261.

E. G. Wikramanayake, Q.C., with H. W. Jayawardene, Q.C., P. Ranasinghe and K. Shinya for Plaintiff-Respondent in both appeals.

*Argued on* : July 14, 15, 16, 30 and 31, and August 1, 1958.

*Decided on* : November 28, 1958.

BASNAYAKE, C.J. :

This is an action for declaration of title to a land called Kandubodahena, 2 acres 1 rood and 24 perches in extent, with the building thereon, for ejectment of the 1st defendant-appellant (hereinafter referred to as the appellant) therefrom and for damages. The 2nd and 3rd defendants are persons to whom the appellant had mortgaged the land in dispute.

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Tennakoon Dissawe by deed No. 5843 of 29th June, 1919 (P1) the original of which has not been produced, gifted this land and  
10 several other lands to his son Charles Wilmot Tennakoon. The copy of the deed which is in Sinhalese has not been translated in full.

The operative parts of the translation read :—

“ I the said Charles Edward Tennakoon and Ratemahatmaya for an in consideration of the natural love and affection which I have and bear unto my loving son, Kandegedera Wijesundera Guneratne Tennakoon Herath Mudiyanse Ralahamillage Charles Wilmot Tennakoon Bandara Mahatmaya and for diverse other good causes and considerations, me hereunto moving, do hereby give grant convey make over and confirm unto him the said Kandegedera  
20 Wijesundera Guneratne Tennakoon Herath Mudiyanse Ralahamillage Charles Wilmot Tennakoon Bandara Mahatmaya as a GIFT OR DONATION subject to my life interest and also subject to the revocation of these presents. Provided however that the said donee shall not sell, mortgage, gift, pledge as security or in any wise alienate the said premises or lease for a term beyond four years at a time or execute any subsequent leases therefor before the expiration of the period of a previous lease but he shall only hold and possess the same during his lifetime, and after his death, the same shall devolve on his two children, who are now alive, and who are my grand-children, namely,  
30 Kandegedara Wijesundera Guneratne Tennakoon Herath Mudiyanse Ralahamillage Nandawathie Enid Tennakoon Kumarihamy and —do—Charles Ennoruwe Tennakoon Bandara Mahatmaya and also on any other lawful child or children in equal shares who may be born to my said son, Charles Wilmot Tennakoon Bandara Mahatmaya and they are hereby empowered to hold and possess the said premises at their will and pleasure.”

The gift was not accepted either by the donee or by the *fidei commissaries* and is not registered. Tennakoon Dissawe died in 1932. Before he died, by deed No. 55586 of 1930 (P2), he revoked the deed  
40 of gift (P1) in respect of some of the lands in it ; but that revocation did not affect the land in dispute. By deed No. 2079 attested by D. N. Weeratunga, Notary Public, on 19th December, 1944 (P10) Charles Wilmot Tennakoon leased for a period of ten years commencing

on 1st January, 1945, the land in dispute to the 1st defendant and on 12th April, 1945, the former by deed No. 3014 attested by D. N. Wiratunga (D3) sold the land to the latter for a sum of Rs. 10,000/-. The execution of both P10 and D3 are contrary to the prohibition contained in P1. The title recited in D3 is not P1 but right of paternal inheritance from his deceased father Tennakoon Dissawe. Both the deed of lease and the deed of transfer are duly registered.

Tennakoon Dissawe left a last Will No. 55867 of 1930 (P14) by which he devised and bequeathed the land in dispute and other lands to the two children of Charles Wilmot Tennakoon, namely, Charles 10 Ennoruwe Tennakoon and Enid Nandawathie Tennakoon, the plaintiff. The Will was proved in District Court, Kurunegala Case No. 4066 and the estate was administered by Eva Tennakoon wife of Wilmot Tennakoon. Probate of the will was granted in June, 1935. By deed No. 2823 of 1945 (P11) the plaintiff and her brother divided the inheritance and in the division the plaintiff received the land in dispute. Wilmot Tennakoon died on 21st May, 1951.

The plaintiff bases her claim on both the deed of gift P1 and the Last Will P14. Learned Counsel did not press his objection to the validity of the deed P1 on the ground that the gift was not accepted 20 although it was raised in the petition of appeal. I shall therefore proceed on the assumption that P1 is a valid deed of gift.

The appellant's claim to the land by virtue of the prior due registration of his deed D3 was the sole ground urged in appeal. The deed of gift P1 and the Last Will P14 are not duly registered while D3 the transfer in favour of the appellant is. The material portions of Section 7 of the Registration of Documents Ordinance on which the appellant relies read:—

“ 7. (1) An instrument executed or made on or after the first day of January, eighteen hundred and sixty-four, whether 30 before or after the commencement of this Ordinance shall, unless it is duly registered under this Chapter, or, if the land has come within the operation of the Land Registration Ordinance, 1877, in the books mentioned in Section 26 of that Ordinance, be void as against all parties claiming an adverse interest thereto on valuable consideration by virtue of any subsequent instrument which is duly registered under this Chapter, or, if the land has come within the operation of the Land Registration Ordinance, 1877, in the books mentioned in Section 26 of that Ordinance.

“ (2) But fraud or collusion in obtaining such subsequent 40 instrument or in securing the prior registration thereof shall defeat the priority of the person claiming thereunder.

“(4) Registration of an instrument under this Chapter shall not cure any defect in the instrument or confer upon it any effect or validity which it would not otherwise have except the priority conferred on it by this section.”

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The learned District Judge while holding that the 1st defendant's deed D3 was duly registered has held that fraud in obtaining it has defeated his priority. In arriving at this conclusion the learned District Judge appears to have been influenced by the fact that the appellant had been fined for making false income tax returns and also  
10 by the impression he had formed in the course of the trial that the appellant was “an astute and clever man who does not appear to be over scrupulous about the means by which he could amass lands and money”. He also formed the view that the appellant had taken undue advantage of Wilmot Tennakoon's desire to sell the land as he was “sorely in need of money for his drinks”.

For the purpose of bringing a deed within the ambit of Section 7(2) it is not sufficient to establish that the person who obtained the deed was an unscrupulous person who would take undue advantage of any situation for the purpose of gain or that he had been punished  
20 for evasion of revenue laws or that he had committed fraud on previous occasions. Fraud or collusion in obtaining the particular deed in question must be established. It is contended on his behalf that neither fraud nor collusion has been established. I have in my judgment in S.C. 688, D.C. Tangalla L-393, delivered on 13th November, 1958, dealt with the meaning of fraud and collusion in this context. Learned Counsel's contention that fraud or collusion within the meaning and content of those expressions in section 7(2) has not been established is in my view correct and must be upheld.

It was urged on behalf of the respondents that the priority created  
30 by Section 7(1) attaches only to a competing deed from the same source. Reliance was placed on the case of *James v. Carolis*, 17 N.L.R. 76 at 81. I shall discuss this case after I have examined section 7.

That section contemplates the existence of two instruments affecting the same land, one prior and the other subsequent, the subsequent instrument being duly registered under the Ordinance and the prior instrument either not registered at all or registered after the subsequent instrument. The prior instrument is declared to be void  
40 as against all parties claiming an adverse interest to the land by virtue of the subsequent instrument.

It is clear from the section that it does not give to a person with a subsequent prior registered instrument a right or title which his

instrument does not confer on him. The effect of the sub-section (1) is to render void the unregistered or subsequently registered instrument as *against* all parties claiming an adverse interest to the land. Sub-section (4) seeks to emphasise this aspect of sub-section (1) by providing that registration of an instrument shall not cure any defect or validity or confer upon it any effect or validity which it would not otherwise have except the priority conferred by the section.

In the instant case the appellant claims that in regard to the land in dispute P1 is void as against him as he is claiming an adverse interest in the land by virtue of the subsequent instrument D3 which 10 is duly registered. The expression "void" means of no effect in law, having no legal force, wholly ineffectual in law. The effect of the section is that as far as the plaintiff's claim is based on P1 she cannot be regarded as having any rights to the land based on it as against the appellant. The plaintiff's rights as against the appellant in respect of the land in dispute will have to be determined as if P1 did not exist at all. The plaintiff cannot therefore rely on any rights flowing from it. The next document the plaintiff relies on is the will P14. That instrument is also not registered. Is that also void as against the appellant in respect of his claim to the land 20 in dispute? The answer to this question lies in section 10. It provides as follows:—

" 10. (1) A will shall not, as against a disposition by any heir of the testator of land affected by the will, be deemed to be void or lose any priority or effect by reason only that at the date of the disposition by the heir the will was not registered under this Chapter.

" (2) This section applies whether the testator died before or after the commencement of this Ordinance, but does not apply— 30

(a) where the disposition by the heir was executed before the commencement of this Ordinance; or

(b) where, at the time of the disposition by the heir, being not less than one year after the death of the testator, letters of administration to the estate of the testator have been granted on the footing that he died intestate."

The effect of the section is that P14 though not registered is not deemed to be void as against the disposition D3 by Wilmot Tennakoon by reason of the fact that at the date of D3 the will was not registered. The effect of P14 which by virtue of section 10 is not void as against 40 the appellant is that it deprived Wilmot Tennakoon of any right to the land in dispute. At the time he executed D3 and claimed that he



was entitled to the land by right of paternal inheritance he had no such right and D3 conveyed no right or title to the appellant.

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The will P14 in effect revokes the gift P1. They cannot co-exist. Tennakoon Dissawe, being a Kandyan, was entitled to revoke his gift. In fact when Wilmot Tennakoon executed D3 he seems to have acted on the footing that P1 did not exist for he recited his title as based on right of paternal inheritance, Tennakoon Dissawe his father being dead at the time.

10 Before I part with this judgment I should like to refer to the argument of learned Counsel for the respondent that section 7(1) applies only to deeds from the same source. The argument is based on the case of *James v. Carolis* (supra).

It is not clear why it is necessary to introduce into section 7(1) the concept of two conveyances proceeding from the same source. There is nothing in section 7(1) that requires that there should be read into it more than what it plainly states. Nor can I see anything in *Warburton v. Loveland*, II Dow. & Clark 480, 6 E.R. 806, which authorises such a rendering of our section of the Registration Ordinance. The statutory provisions the House of Lords was  
20 called upon to interpret in that case are widely different from section 7. I think we should interpret our statute without being influenced by the meaning put upon a statute dealing with the same subject in another system of law. The principles that should be applied in a case such as this are stated in *Warburton's* case thus :

30 “ No case can be found either upon the English Registry Acts, or upon the Irish Act now under consideration, in which this precise question has been decided by a Court of Law. It must therefore be determined upon principle, not upon authority ; and the only principle of decision that is applicable to it is the fair construction of the statute itself, to be made out by a careful examination of the terms in which it is framed, and by a reference in all cases where a doubt arises to the object which the Legislature had in view when the statute was passed. Where the language of the Act is clear and explicit, we must give effect to it, whatever may be the consequences ; for in that case the words of the statute speak the intention of the Legislature.”

Before I proceed to discuss this aspect of section 7 I shall examine the case of *Warburton v. Loveland* (supra). The facts of that case as stated in the headnote to the report are as follows :—

40 “ A term of 399 years, in certain lands in Ireland, being vested in B. for life, with the residue in his daughter, a settlement is made on the intermarriage of the daughter and W., by

which the whole term is conveyed to trustees, on trust to pay the rents and profits to B. the father for life, then to W. the husband for life, then to the daughter for life, if she survived him, and afterwards to convey the term to the first son. This settlement is not registered. On the death of B. the father, W. the husband, demises the whole term for valuable consideration to K., and the indenture is duly registered, and K. afterwards assigns for like consideration his lease of the term to I.”

It was held that—

“ the registered indenture shall prevail over the unregistered settlement, and that the title of the assignee of the lease is to be preferred to that of the widow of W., and of the trustees under the settlement ; and that this is so whether the assignment from K. to I. was registered or not, for the unregistered assignment would pass the interest as between the lessee and assignee, and there is no conflicting claimant under a registered deed. 10

It was also stated that that construction of the Irish Registry Act, 6 Anne c.2, holds good whether the party executing the prior secret conveyance, and the subsequent registered deed, be the same party or not. 20

The provision of law the House of Lords was called upon to construe in that case was the fifth section of the Irish Register Act. While discussing the fifth section the House of Lords had also to deal with an argument based on the fourth section which it was urged should be read with the fifth. The portions of the fourth and fifth sections reproduced in the judgment read :—

*Fourth Section* : “ that every such deed or conveyance a memorial whereof shall be duly registered, shall be deemed and taken as good and effectual both in law and equity, according to the priority of time of registering such memorial, according to the right, title and interest of the person or persons so conveying such honours, etc., against all and every other deed, conveyance or disposition of the honours, etc., comprised or contained in any such memorial as aforesaid.” 30

*Fifth Section* : “ Every deed or conveyance not registered of all or any of the honours, etc., comprised or contained in such a deed or conveyance, a memorial whereof shall be registered in pursuance of this Act, shall be deemed and adjudged as fraudulent and void, not only against such a deed or conveyance registered as aforesaid, but likewise against all and every creditor and creditors, by judgment, recognizance, statute merchant or of the staple, confessed, acknowledged or entered into as for or concerning all or any of the honours etc., contained or expressed in such memorial registered as aforesaid.” 40

The question that arose for decision in *Warburton's* case is thus set out in the judgment :—

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10 “ The question appears to turn almost entirely on the construction of the fifth section of the statute, which declares in what cases, and under what circumstances, an unregistered deed shall be void. For as to the fourth section, to which considerable importance has been attached in the course of the argument, it appears to us to be confined to the case of priority of registered deeds as between themselves, and to have very little, if any, bearing upon the question immediately under discussion . . . ”

“ But it is contended by the plaintiff in error, that the operation of the Irish Registry Act extends no further, but it is confined to cases in which both the earlier and the subsequent conveyances are deeds of the same grantor ; and whether such is the case, or on the contrary the Act extends to give a preference to the subsequent deed when registered against the prior unregistered deed, notwithstanding the same was executed by a former owner of the estate, is, in substance, the question now proposed for our consideration.”

20 It was held that the application of the section was not confined to the case of two conveyances by the same grantor.

After discussing the preamble to the Act and the first five sections the House of Lords summed up its opinion thus :—

30 “ From this general view, therefore, both of the preamble and of the five first clauses of the statute, we think it cannot be doubted but that the statute meant to afford an effectual remedy against the mischief arising to purchasers for a valuable consideration from the subsequent discovery of secret or concealed conveyances, or secret or concealed charges upon the estate. Now it is obvious that no more effectual remedy can be devised than by requiring that every deed by which any interests in lands or tenements is transferred, or any charge created thereon, shall be put upon the register, under the peril that if it is not found thereon, the subsequent purchaser for a valuable consideration, and without notice, shall gain the priority over the former conveyance by the earlier registration of his subsequent deed.”

40 With the greatest respect I wish to say that I can find nothing in *Warburton's* case which requires that the competing deeds must proceed from the same source. The sections of the Irish statute and the whole scheme of that statute are different from the provisions of our Ordinance and its scheme. Under our Ordinance whether the

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*Continued*

competing deeds be from the same source or not if they relate to the same land the unregistered deed is void as *against* all parties claiming an adverse interest thereto under the subsequent registered instrument. But that does not confer title on the subsequent grantee if his grantor had none. Sub-section (4) makes this clear. Prior registration under our law does not confer title on the holder of the prior registered subsequent instrument. The right or title of the instrument holder depends on the right or title of the grantor.

In the instant case as Tennakoon Dissawe had by will bequeathed the land in question to Wilmot Tennakoon's son and daughter, Wilmot had no title to the land after the death of his father in 1932 and his deed D3 of 1945 passed no title to the appellant. 10

It is not established that Wilmot Tennakoon possessed this land before or even after the death of his father. The rents were collected by his wife who managed her father-in-law's property. There is therefore no evidence that Wilmot Tennakoon acquired a right to a decree under section 3 of the Prescription Ordinance in his favour. In fact the claim based on possession though formally raised in the appellant's answer does not appear to have been pressed at the trial as the learned trial Judge has held that the question of prescriptive rights of parties does not arise. For the above reasons the appeal of the 1st defendant-appellant is dismissed with costs. 20

The mortgagees who are the 2nd and 3rd defendants have also appealed. Their case is inextricably bound with that of the 1st defendant-appellant their mortgagor. As the 1st defendant's appeal has failed their appeal must suffer the same fate. Their appeal is also accordingly dismissed with costs.

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

D.C. Kurunegala 7915/L. 30

SINNETAMBY, J.

The facts of this case relevant to the appeal may shortly be stated as follows:— One Tennakoon Dissawe was the original owner of the land which forms the subject matter of this suit. By deed No. 5483 of 29.6.1919, P1, he donated the land in question and other lands to his son, Wilmot Tennakoon, subject to a *fidei commissum* in favour of Wilmot Tennakoon's two children, viz. the plaintiff and Charles, and subject to a life interest in himself. This deed was not registered. Tennakoon Dissawe died in 1932 leaving a Last Will, P14, dated 27.10.1930, by which he left *inter alia* all his residuary estate, movable and immovable, which would include the premises in suit, to the plaintiff and Charles. The Will was admitted to probate but not 40

registered. The plaintiff and Charles amicably divided their common properties between themselves and the land in question was by that division allotted to the plaintiff.

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*Continued*

Wilmot Tennakoon by deed No. 3014 of 12.4.1945, D3, claiming to be entitled by right of paternal inheritance from his deceased father, transferred the land in suit to the first defendant. This was duly registered on 19.4.1945. Wilmot Tennakoon thus derived only a defeasible title to the land in dispute by the unregistered deed, P1. He was left no property under Tennakoon Dissawe's Last Will, P14.  
10 The main question that arises for decision is whether by the due registration of D3 the first defendant obtained a good and valid title as against the *fidei commissaries* designated in the deed P1. In my opinion the entire case can be disposed of by the answer to this question. The learned District Judge without discussing the question held that D3 was entitled to prevail over P1 but went on to hold that there was fraud and collusion in securing the registration of the deed. The present appeal has been preferred by the defendant against this finding.

Although under the Registration Ordinance there is no express  
20 provision that competing documents must be traced to the same source for the priority created by Section 7 of the Ordinance to operate, it is well recognised that this must necessarily be so. As Sampayo, J. observed in *James v. Carolis*<sup>(1)</sup>:

“There is no question that under the law relating to registration the competing deeds must proceed from the same source, nor, on the other hand is there any question that they need not be granted by the same person.”

In that case the competing deeds were one executed by the owner during his lifetime and the other by his heir after his death.

30 Our Registration Ordinance (Cap. 101) provides for the registration of documents and not for the registration of titles. If it had been the latter then from whatever source the title was derived registration by itself would give title to the transferee. When, however, provision is made only for the registration of documents of title the object, in its simplest form, is to safeguard a purchaser from a fraud that may be committed on him by the concealment or suppression of an earlier deed by his vendor. The effect of registration is to give the transferee whatever title the vendor had prior to the execution of the earlier unregistered deeds. This was the principle enunciated  
40 in *Warburton v. Loveland*<sup>(2)</sup> which was adopted and followed in *James v. Carolis* (supra). It does not give him a title which is in any way better than the title the vendor had. Thus if his vendor had no title the vendee by mere registration would get none at all

and if the vendor had a defeasible title he would get only a defeasible title. Indeed, section 7(4) expressly states that registration of an instrument does not confer on it any effect or validity it would not otherwise have except priority. This, I venture to think, is how the principle of “the same source” originated in the application of the Registration Ordinance to competing documents.

In the present case we have a deed of Tennakoon Dissawe which subject to the fiduciary rights of Wilmot Tennakoon, vested title in the plaintiff (P1) and a deed by Wilmot Tennakoon reciting title by inheritance conveying the same property absolutely to the defendants 10 (D3). If the recital in the deed D3 of Wilmot Tennakoon's title is correct there can be no doubt but that the competing deeds proceed from the same source and D3 would by virtue of prior registration prevail over P1. Tennakoon Dissawe would be the source and one channel through which title devolves would be by inheritance to Wilmot Tennakoon and thence by D3 to the first defendant, while the other channel would be by P1 to Wilmot Tennakoon and thence to the plaintiff. The title by inheritance would be an absolute title and that by P1 a defeasible title. By prior registration of D3 the title which devolved by inheritance would prevail over the title 20 created by the unregistered deed P1. This is what happened in *James v. Carolis* (supra) and in *de Silva v. Wadupudigedera*<sup>(3)</sup>.

Mr. H. V. Perera who appeared for the appellants relied strongly on the case of *Fonseka v. Fernando*<sup>(4)</sup>. In that case the plaintiff Fonseka was entitled to the Will of his father Manuel de Fonseka to an annuity of Rs. 480/- a year. S. R. de Fonseka was the residuary legatee under the same will and he by a duly registered deed transferred a land which formed part of the residuary estate to the defendant Fernando. The plaintiff instituted the action for a declaration that the land which the defendant purchased was bound 30 and executable for the payment of his annuity of Rs. 480/- on the basis that he had a tacit hypothec over the residuary estate of the deceased Manuel de Fonseka for the payment of the annuity. Probate of the Will was not registered and the Supreme Court held that the tacit hypothec was void as against the defendant's deed by reason of the registration of this deed and the non-registration of probate.

Mr. Perera argued that in *Fonseka v. Fernando* (supra) although the title the defendant vendor had was subject to the hypothec, nevertheless, the registration of the defendant's deed gave the 40 defendant absolute title because of the non-registration of probate. On a parity of reasoning he contended that although Wilmot Tennakoon had only a defeasible title in P1 by registration of D3 the defendant obtained absolute title as against the *fidei commissaries* whose rights were based on the unregistered deed P1.

It seems to me that in *Fonseka v. Fernando* (supra) the question of whether competing instruments were from the same source was not given due consideration. The main argument in the case centred on two questions, viz. whether the interests claimed were adverse and whether probate of a Will is a registrable instrument or not. The decision of the Supreme Court was based on the answer to these questions and sufficient attention does not appear to have been focussed on the question of whether the vendor to the defendant could have conveyed a better title than the vendor himself at any stage  
10 had. Indeed, it would appear that this aspect of the matter was not considered at all. Some argument no doubt was addressed to the Court to the effect that if the will is void it would destroy the very foundation on which the defendant's title was based. This contention the Court answered by declaring that the title was void only *quo ad* the adverse claimed by the defendant. It is not known whether S. R. de Fonseka who conveyed to the defendant was also an heir on the basis of intestacy of Manuel de Fonseka. In that event he would certainly have conveyed absolute title in respect of the share he would then have inherited and the defendant would have obtained  
20 good title to that share by virtue of prior registration of his deed.

In the present case it seems to me to be impossible to hold that the defendant got absolute title if his vendor's rights are confined to the interests he derived from P1. Learned Queen's Counsel who appeared for the defendant at the trial in the original Court apparently realised this for he raised an issue numbered 10 to the following effect :—

*Issue 10.*—Was the said Wilmot Tennakoon the sole heir of the said C. E. Tennakoon Dissawe ?

meaning thereby intestate heir and when it transpired in the course  
30 of evidence that Tennekoon Dissawe left a will which was admitted to probate but not registered he framed issues 17, 18 and 19 which are as follows :—

*Issue 17.*—Was the probate of the Last Will of Charles Wilmot Tennakoon duly registered ?

*Issue 18.*—If not, does any title pass thereunder to the plaintiff or any devisee under the will ?

*Issue 19.*—If the first defendant's deed No. 3014 entitled to prevail over the plaintiff's title, if any, under the Last Will by reason of due and prior registration ?

40 If no will had been left and if Wilmot Tennakoon was the sole heir there is no doubt that D3 would prevail over P1 on the authority of the Supreme Court decision in *de Silva v. Wadapudigedera* (supra).

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 Continued

Does the fact that Tennakoon Dissawe left a will which was admitted to probate make any difference? In this connection it is relevant to note that Ordinance No. 23 of 1927 effected a change in the law as it stood at the time of the decision in *Fonseka v. Fernando*. Cap. 101 of the Legislative Enactments (Volume 3) embodies the main provisions of Ordinance No. 23 of 1927 as amended subsequently in regard to certain minor particulars.

Section 8(b), which is the provision that applies to the facts of this case as Tennakoon Dissawe's will was made after the enactment of Ordinance No. 23 of 1927, read with section 6 makes a will a registrable instrument under the Ordinance. It is to be noted that Probates are no longer registrable and to that extent the decisions in *Fonseka v. Fernando* (supra) and *Fonseka v. Cornelis*<sup>(5)</sup> have been superceded. The amendments incorporated in section 8 makes the will registrable but the effect of the proviso to section 26 of Cap. 101 is that a will cannot be presented for registration unless it has been admitted to probate and is accompanied by the probate or letters of administration to which the will has been annexed. The result is much the same but now it is the Last Will and not the probate that is required to be registered. 20

Section 10 of Cap. 101 is a new provision specially enacted to overcome the difficulty created by the decision in *Fonseka v. Cornelis* (supra) and envisaged by Sampayo, J. in the course of his judgment in that case—*vide* statement of Objects and Reasons annexed to the Bill when it was first introduced in the Legislative Council and which is reproduced in Volume 9 Law Recorder 9 of May, 1928 at page 69. As the law then stood an heir was able to defeat the intention of the deceased testator by transferring the deceased's property for consideration to an outsider and getting the transfer deed registered before registration, or even grant, of the probate. Section 10(1) provides 30 that—

“ A will shall not, as against a disposition by an heir of the testator of land affected by the will, be deemed to be void or lose any priority or effect by reason only that at the date of the disposition by the heir the will was not registered under this Chapter.”

The effect of this provision, therefore is that a disposition by a testator cannot be defeated by a transfer made by an heir merely by virtue of the prior registration of the latter instrument. Tennakoon Dissawe had left a Last Will devising his property to the plaintiff 40 and Charles and this bequest could not be defeated by the intestate heir Wilmot Tennakoon transferring the property in question to the first defendant on the basis of an inheritance by intestacy from



Tennakoon Dissawe. Issues 17, 18 and 19 must accordingly have been answered against the first defendant. The resulting position would no doubt have been quite different if Tennakoon Dissawe had left no Will. The non-registration of Last Will P14 does not effect the dispositions made by that Last Will and the first defendant would get no title merely by registration of his deed D3. Whatever rights he got under D3 must be confined to the fiduciary interests Wilmot Tennakoon had under P1. On the death of Wilmot Tennakoon these rights ceased to exist and his claim to the property in dispute must  
10 therefore fail.

No. 15  
Judgment of  
the Supreme  
Court  
28.11.58—  
*Continued*

In view of the opinion I have formed on the question of registration I do not consider it necessary to go into the question of whether there has fraud and collusion in securing registration of deed D3. I will accordingly dismiss the appeal with costs.

(Sgd.) N. SINNETAMBY,  
*Puisne Justice.*

Since writing the above I have seen the judgment prepared by My Lord the Chief Justice. I do not see much difference between the views he has expressed and mine. Though he has expressed the view  
20 that under our Ordinance whether the competing deeds be from the same source or not the unregistered deed is void as against the subsequent deed he has further qualified it by stating that a subsequent grantee from *a stranger* would get no title if his grantor had none. The effect is that in actual practice the subsequent grantee's deed will prevail over the prior deed by virtue of prior registration only if it is from the same source ; if the competing documents are from two different sources the rights of the grantee would depend on the title of the grantors and not on registration.

(Sgd.) N. SINNETAMBY,  
*Puisne Justice.*

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1. 17 N.L.R. 81.
2. (1831) 2 Dow. & Clark 480.
3. 30 N.L.R. 317.
4. 15 N.L.R. 491.
5. 20 N.L.R. 97.

## No. 16

## Decree of the Supreme Court

D.C. (F) 260 L/'55.

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

Kandegedera Wijesundera Gunaratne Herat Mudiyanse  
Ralahamillage Enid Nandawathie Tennakoon Kumari-  
hamy, wife of Rienzi Kumaradasa Wijesinghe of  
" Mithrasevana ", Malwatte Road, Dehiwela..... 10  
.....*Plaintiff*

*vs.*

Abeyisiri Munasinghege Lairis Appu, " Shanthi ", Kandy  
Road, Kurunegala and 2 others.....*Defendants.*

Abeyisiri Munasinghe Lairis Appu of " Shanthi ", Kandy  
Road, Kurunegala.....*1st Defendant-Appellant*  
*against*

Kandegedera Wijesundera Gunaratne Herat Mudiyanse  
Ralahamillage Enid Nandawathie Tennakoon Kumari-  
hamy, wife of Rienzi Kumaradasa Wijesinghe of 20  
" Mithrasevana ", Malwatta Road, Dehiwela.....  
.....*Plaintiff-Respondent*

Dunusinghe Aratchige Appuhamy of King Street,  
Matale, now of Karawaddana in Gandahe Korale,  
and another.....*2nd and 3rd Defendants-Respondents.*

Action No. 7915/L.

District Court of Kurunegala.

This cause coming on for hearing and determination on the  
14th-16th, 30th and 31st July, 1st August, and 28th November, 1958,  
and on this day, upon an appeal preferred by the 1st defendant-appel-  
lant before the Hon. H. H. Basnayake, Q.C., Chief Justice, and the 30  
Hon. N. Sinnetamby, Puisne Justice of this Court, in the presence of  
Counsel for the 1st defendant-appellant and plaintiff-respondent.

It is considered and adjudged that this appeal be and the same  
is hereby dismissed.

And it is further decreed that the 1st defendant-appellant do  
pay to the plaintiff-respondent the taxed costs of this appeal.

*(Vide copy of judgment attached)*

Witness the Hon. Hema Henry Basnayake, Q.C., Chief Justice,  
at Colombo, the 3rd day of December, in the year One thousand Nine  
hundred and Fifty-eight and of Our Reign the Seventh. 40

(Sgd.) B. F. PERERA,  
(SEAL) *Deputy Registrar, S.C.*

**No. 17**  
**Decree of the Supreme Court**

No. 17  
Decree of the  
Supreme Court  
28.11.58

D.C. (F) 261 L/55.

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

Kandegedera Wijesundera Gunaratne Herat Mudiyanse  
ralahamillage Enid Nandawathie Tennakoon Kumari-  
hamy, wife of Rienzi Kumaradasa Wijesinghe of  
"Mithrasevana", Malwatta Road, Dehiwela.....  
..... *Plaintiff*

10

*vs.*

Abey Siri Munasinghege Lairis Appu of "Shanthi",  
Kandy Road, Kurunegala, and 2 others... *Defendants.*

- 
1. Dunusinghe Aratchige Appuhamy of King Street,  
Matale, now of Karawaddana in Gandahe Korale,  
and
  2. Ulu Aratchige L. Appuhamy of Marawila.....  
..... *2nd and 3rd Defendants-Appellants.*  
*against*

20

Kandegedera Wijesundera Gunaratne Herat Mudiyanse  
Ralahamillage Enid Nandawathie Tennakoon Ku-  
marihamy, wife of Rienzi Kumaradasa Wijesinghe of  
"Mithrasevana", Malwatta Road, Dehiwala.....  
..... *Plaintiff-Respondent*

Abey Siri Munasinghege Lairis Appu of "Shanthi",  
Kandy Road, Kurunegala... *1st Defendant-Respondent.*

Action No. 7915/L.

District Court of Kurunegala.

This cause coming on for hearing and determination on the  
14th-16th, 30th and 31st July, 1st August, and 28th November, 1958,  
and on this day, upon an appeal preferred by the 2nd and 3rd  
defendants-appellants before the Hon. H. H. Basnayake, Q.C., Chief  
Justice, and the Hon. N. Sinnetamby, Puisne Justice of this Court,  
in the presence of Counsel for the 2nd and 3rd defendants-appellants,  
and plaintiff-respondent.

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No. 17  
Decree of the  
Supreme Court  
28.11.58—  
*Continued*

It is considered and adjudged that this appeal be and the same is hereby dismissed.

And it is further decreed that the 2nd and 3rd defendants-appellants do pay to the plaintiff-respondent the taxed costs of this appeal.

Witness the Hon. Hema Henry Basnayake, Q.C., Chief Justice, at Colombo, the 3rd day of December, in the year One thousand Nine hundred and Fifty-eight and of Our Reign the Seventh.

(Sgd.) B. F. PERERA,  
*Deputy Registrar, S.C. 10*

(SEAL)

No. 18  
Application for  
Conditional  
Leave to  
Appeal to the  
Privy Council  
19.12.58

**No. 18**  
**Application for Conditional Leave to Appeal to the  
Privy Council**

**IN THE SUPREME COURT OF CEYLON**

In the matter of an application for Conditional Leave to Appeal to Her Majesty the Queen in Council.

Kandegedera Wijesundera Gunaratne Herat Mudiyanse Ralahamillage Enid Nandawathie Tenna-  
koon Kumarihamy, wife of Rienzi Kumaradasa  
Wijesinghe of Mithrasevana, Malwatta Road,  
Dehiwela.....*Plaintiff*

*vs.*

1. Albesiri Munasinghege Lairis Appu of "Shanthi", Kandy Road, Kurunegala.
2. Dunusinghe Aratchige Appuhamy of King Street, Matale now of Karawaddana in Gandahe Korale.
3. Ulu Aratchige L. Appuhamy of Marawila..... 30  
.....*Defendants.*

S.C. No. 260-261  
(F/58).  
D.C. Kurunegala  
No. 7915.

Albesiri Munasinghege Lairis Appu of "Shanthi",  
Kandy Road, Kurunegala.....  
.....*1st Defendant-Appellant-Petitioner.*

1. Kandegedera Wijesundera Gunaratne Herat Mudiyanse Ralahamillage Enid Nandawathie Tennakoon Kumarihamy, wife of Rienzi Kumaradasa Wijesinghe of Mithrasevana, Malwatta Road, Dehiwela.....  
.....*Plaintiff- Respondent.*
2. Dunusinghe Aratchige Appuhamy of King Street, Matale now of Karawaddana in Gandahe Korale.
3. Ulu Aratchige L. Appuhamy of Marawila.....  
.....*2nd and 3rd Defendants- Respondents.*

No. 18  
Application for  
Conditional  
Leave to  
Appeal to the  
Privy Council  
19.12.58—  
*Continued*

10

To the Honourable the Chief Justice and the other Judges of the Supreme Court.

On this 19th day of December, 1958.

The petition of Albesiri Munasinghege Lairis Appu, the 1st defendant-appellant abovenamed, appearing by Reyston Edmund de Silva Jayasundera, his proctor, states as follows :—

1. That feeling aggrieved by the Judgment of Your Lordships' Court pronounced on the 28th November, 1958, in this Case No. 20 D.C. Kurunegala 7915, and the Decree of Your Lordships' Court therein, the 1st defendant-appellant abovenamed is desirous of appealing therefrom.
2. That the said Judgment is a final Judgment and the matter in dispute on the Appeal amounts to or is of the value of Rs. 30,000/-.
3. The 1st defendant-appellant-petitioner has in terms of Rule 2 of the Rules to the Privy Council Appeals Ordinance Chapter 85, duly given notice of intention to appeal to Her Majesty the Queen in Council to all the parties in this Case.

Wherefore the 1st defendant-appellant-petitioner prays for 30 Conditional Leave to appeal against the said Judgment of Your Lordships' Court dated the 28th November, 1958, to Her Majesty the Queen in Council.

(Sgd.) R. E. de S. JAYASUNDERA.  
*Proctor for 1st Defendant-Appellant-Petitioner.*

No. 19  
Decree granting  
Conditional  
Leave to  
Appeal to the  
Privy Council  
29.1.59

**No. 19**  
**Decree granting Conditional Leave to Appeal to the  
Privy Council**

S.C. Application No. 525.

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

In the matter of an application dated 16th December,  
1958, for Conditional Leave to Appeal to Her Majesty  
the Queen in Council by the 1st defendant-appellant 10  
against the decree dated 28th November, 1958.

Abey Siri Munasinghe Lairis Appu of "Shanthi", Kandy  
Road, Kurunegala.....1st *Defendant-Appellant*  
*Appellant*

*vs.*

1. K. Wijesundera Gunaratne Herat Mudiyanse Ralahamillage Enid Nandawathie Tennakoon Kumarihamy, wife of Rienzie Kumaradasa Wijesinghe of "Mithrasevana", Malwatta Road, Dehiwela.....  
.....*Plaintiff-Respondent* 20  
*Respondent.*
2. Dunusinghe Aratchige Appuhamy of King Street, Matale, now of Karawaddana in Gandahe Korale.
3. Ulu Aratchige L. Appuhamy of Marawila.....  
.....*2nd and 3rd Defendants-Respondents*  
*Respondents.*

Action No. 7915 (S.C. 260-261/'58). District Court of Kurunegala.

This cause coming on for hearing and determination on the 29th day of January, 1959, before the Hon. H. W. R. Weerasooriya, and the Hon. K. D. de Silva, Puisne Justices of this Court, in the presence 30 of Counsel for the petitioner and plaintiff-respondent.

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 this date—

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).

10 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.

Witness the Hon. Hema Henry Basnayake, Q.C., Chief Justice, at Colombo, the 5th day of February, in the year One thousand Nine hundred and Fifty-nine and of Our Reign the Seventh.

(Sgd.) B. F. PERERA,  
*Registrar, S.C.*

(SEAL)

No. 19  
Decree granting  
Conditional  
Leave to  
Appeal to the  
Privy Council  
29.1.59—  
*Continued*

No. 20

20 **Application for Final Leave to Appeal to the Privy Council**

IN THE SUPREME COURT OF CEYLON

In the matter of an application for Final Leave to Appeal to Her Majesty the Queen in Council.

Kandegedera Wijesundera Gunaratne Herat Mudiyanse Ralahamillage Enid Nandawathie Tennakoon Kumarihamy, wife of Rienzi Kumaradasa Wijesinghe of Mithrasevana, Malwatta Road, Dehiwela..... *Plaintiff*

*vs.*

S.C. No. 260-261  
30 (F)'58.  
D.C. Kurunegala  
Case No. 7915.

1. Albesiri Munasinghege Lairis Appu of "Shanthi", Kandy Road, Kurunegala.
2. Dunusinghe Aratchige Appuhamy of King Street, Matale, now of Karawaddana in Gandahe, Korale.
3. Ulu Aratchige L. Appuhamy of Marawila.....  
..... *Defendants.*

No. 20  
Application for  
Final Leave to  
Appeal to the  
Privy Council  
25.2.59

No. 20  
Application for  
Final Leave to  
Appeal to the  
Privy Council  
25.2.59—  
*Continued*

Albesiri Munasinghege Lairis Appu of "Shanthi",  
Kandy Road, Kurunegala.....  
.....1st *Defendant-Appellant-Petitioner*

*and*

1. Kandagedera Wijesundera Gunaratne Herat  
Mudiyanse Ralahamillage Enid Nandawathie  
Tennakoon Kumarihamy, wife of Rienzi  
Kumaradasa Wijesinghe of Mithrasevana,  
Malwatta Road, Dehiwela.....  
..... *Plaintiff-Respondent.* 10
2. Dunusinghe Aratchige Appuhamy of King  
Street, Matale, now of Karawaddana in  
Gandahe Korale.
3. Ulu Aratchige L. Appuhamy of Marawila.....  
.....2nd and 3rd *Defendants-Respondents.*

To the Honourable the Chief Justice and the other Judges of the  
Supreme Court.

On this 25th day of February, 1959.

The petition of the 1st defendant-appellant-petitioner above-  
named appearing by R. E. de S. Jayasundera, his Proctor, states as 20  
follows :—

1. That the 1st defendant-appellant-petitioner abovenamed on  
the 29th January, 1959, obtained Conditional Leave from Your  
Lordship's Court to appeal to Her Majesty the Queen in Council  
against the judgment of this Court pronounced on the 28th November,  
1958.

2. That the appellant has in compliance with the condition on  
which such leave was granted, given security in a sum of Rs. 3,000/-  
for the due prosecution of the appeal in terms of Rule 3(a) of the  
Schedule to the Privy Council Appeals Ordinance Chapter 85 and 30  
deposited a sum of Rs. 300/- with the Registrar in respect of the  
amounts and fees mentioned in Section 4(2) (b) and (c) of the said  
ordinance in terms of Section 8 of the Appellate Procedure (Privy  
Council) Order, 1921.

Wherefore the 1st defendant-appellant-petitioner prays that he  
be granted Final Leave to appeal against the said judgment of  
this Court dated the 28th day of November, 1958, to Her  
Majesty the Queen in Council.

(Sgd.) R. E. de S. JAYASUNDERA,  
*Proctor for 1st Defendant-Appellant-Petitioner.* 40



No. 21

Decree granting Final Leave to Appeal to the Privy Council

No. 21  
Decree  
granting Final  
Leave to  
Appeal to the  
Privy Council  
5.3.59

S.C. Application No. 116.

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

In the matter of an application dated 25th February,  
1959, for Final Leave to appeal to Her Majesty the  
Queen in Council by the 1st defendant-appellant  
against the decree dated 28th November, 1958.

10

Albesiri Munasinghege Lairis Appu of " Shanti ", Kandy  
Road, Kurunegala.....1st *Defendant-Appellant*  
*Appellant.*

vs.

1. K. Wijesundera Gunaratne Herat Mudiyanse Ralahamillage Enid Nandawathie Tennakoon Kumarihamy, wife of Rienzie Kumaradasa Wijesinghe of " Mithrasevana ", Malwatta Road, Dehiwela  
.....*Plaintiff-Respondent*  
*Respondent.*
2. Dunusinghe Aratchige Appuhamy of King Street, Matale now of Karawaddana in Gandahe Korale.
3. Ulu Aratchige L. Appuhamy of Marawila.....  
.....*2nd and 3rd Defendants-Respondents*  
*Respondents.*

20

Action No. 7915 (S.C. 260-261/'58).

District Court of Kurunegala.

This cause coming on for hearing and determination on the 5th day of March, 1959, before the Hon. K. D. de Silva and the Hon.  
30 H. N. G. Fernando, Puisne Justices of this Court, in the presence of Counsel for the petitioner, and plaintiff-respondent.

It is considered and adjudged that the application for Final Leave to Appeal to Her Majesty the Queen in Council be and the same is hereby allowed.

Witness the Hon. Hema Henry Basnayake, Q.C., Chief Justice, at Colombo, the Tenth day of March, in the year One thousand Nine hundred and Fifty-nine and of Our Reign the Eighth.

(Sgd.) B. F. PERERA,  
*Deputy Registrar, S.C.*

**PART II**

**EXHIBITS**

**PART II****P17**

**Fiscal's Transfer Deed No. 285 executed by W. E. Juryman,  
Fiscal**

P 17

Fiscal's  
Transfer Deed  
No. 285  
executed by  
W. E.  
Juryman,  
Fiscal  
9.4.1869

(COPY)

Application No. 338/23.2.53.

No. 285

Whereas by virtue of a Writ of Execution issued from the District Court of Kurunegala bearing date the Eleventh day of July, 1868,  
 10 directed to the Fiscal of North Western Province, whereby he was directed to levy and make of the Houses, Lands, Goods, Debts and Credits of Wiretunga Aratchige Don David Anawiare late Notary of Kurunegala, by seizure and if necessary by sale thereof the sum of Three hundred and eighty-six pounds, one shilling and ten pence Edward Neuriham Atterton Esquire, the then Fiscal of the said Province did cause to be seized and taken the property hereinafter described, which, after due notice, was exposed to public sale on the Second day of September, 1868, at the spot by Mr. James Fories Felsingier acting under the authority of the said Fiscal, and sold to  
 20 Komerappa Chetty Kadappa Chetty of Kurunegala as the highest bidder of the said sale for the sum of Seventy-six pounds and ten shillings (£76.10.0).

And whereas the said Komerappa Chetty Kadappa Chetty hath duly paid to the said Fiscal the whole of the said purchase money, and thus became entitled to all the right, title, and interest of said Wiretunge Aratchige Don David Anawiare late Notary in the said property.

P 17  
Fiscal's  
Transfer Deed  
No. 285  
executed by  
W. E.  
Juryman,  
Fiscal  
9.4.1869—  
*Continued*

William Crofton Juryman, Esquire now these Presents witness that Fiscal of the North Western Province, in consideration of the said sum of Seventy six pounds and ten shillings (£76.10.0) so paid by the said Komerappa Chetty Kadappa Chetty as aforesaid, the receipt whereof the said Fiscal doth hereby acknowledge, hath sold and assigned, and by these Presents doth sell and assign unto the said Komerappa Chetty Kadappa Chetty his Heirs, Executors, Administrators and Assigns, all the right, title and interest of the said Wiretunge Aratchige Don David Anawiare late Notary in the said property ; to wit :—The land called Kandebodahene together with 10 the tiled building standing thereon, situated at Pallewalpolle in Tiragandahe Korale and bounded or reputed to be bounded on the East by the property of Solomon Perera, on the West by the property belonging to the temple Angangala, on the South by the high road and on the North by the rock Angangala, together with all the Title deeds vouchers and writings, respecting the same.

To have and to hold the said premises with their and every of their appurtenances to lein the said Komerappa Chetty Kadappa Chetty, his Heirs, Executors, Administrators and assigns forever.

In witness whereof the said Fiscal hath hereunto subscribed his 20 name at Kurunegala this Ninth day of April in the year of Our Lord, One Thousand Eight hundred and sixty-nine.

Witness :—

(Sgd.) Illegibly in English.

(Sgd.) Illegibly in English.

(Sgd.) W. E. JURYMAN,

*Fiscal.*

I, G. Dissanayake, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true copy of a deed of Fiscal's conveyance made from the duplicate filed of record in this office and the same is 30 granted on the application of Messrs. Perera, Proctors of Kurunegala.

(Sgd.) G. DISSANAYAKE,

*Registrar of Lands.*

Land Registry,

Kurunegala.

25.2.53.

## Extract of Encumbrance

Division : A. Volume : 11.

The extract of A11/197.

Application No. 490/16.3.53

Folio : 197

Brought forward from .....

Name of Land : The land called Kandabodahena with the tiled building and plantation standing thereon.

Boundaries :—North : By the rock Angangala.

East : By the property of Solomon Perera now belonging to Susay Aiya.

West : By the property of Angangala Temple.

South : By the high road.

T.P. No.....

Village or Town and Street : Palle Walpola.

Lot No.....

Pattu : Weudawilli Hath

Korale : Tiragandahe.

Asst. No.....

District : Kurunegala

Province : North Western.

Extent : About three acres more or less.

Date of Registry (Day Book No. and Date)	Grantors (Names in full, and residence)	Grantees (Names in full, and residence)	Nature and Particulars of Alienations and Incumbrances (To be concisely and clearly stated)	No. and Date of Deed	Name of Notary, Judge, etc.	Regn. Stamp Duty	Signature of Registrar	Remarks
..70, 9th Sept.	James Louis Felsinginger of Kurunegala	Kuna Mana Periya Carpen Chetti and his brother and father Meiappa Chetti of Kurunegala	Mortgage Bond for £200-0-0 and interest at eighteen per cent per annum.	No. 2065, 24th May, 1869	W. E. Felsinginger	S 10	Sgd : W. H. P. de Saram	Three other properties are mortgaged by this Deed. See folio 198 to 200 of this Volume.
1873, ..Feb.	Fiscal for the North Western Province	Komarappa Chetti Kadappa Chetti of Kurunegala	Transfer by sale of the above property. Consideration Rs. 765/-	No. 285, 9th April, 1869	W. C. Juryman, Esq., Fiscal for the N. W. Province	Rs. 4	Sgd : W. H. P. de Saram	
1873, ..Feb.	Kumarappa Chetti Kadappa Chetti of Kurunegala	James Louis Felsinginger of Kurunegala	Transfer by sale of the above property. Consideration Rs. 900/-	No. 7483, 24th April, 1869	De Moses	Rs. 4	Sgd : W. H. P. de Saram	
1873, 21st Feb.	James Louis Felsinginger of Kurunegala	Kuna Mana Periya Karpn Chetti and his brother and father Meiappa Chetti of Kurunegala	Mortgage Bond bearing a primary Mortgage for Rs. 2,490/- and interest at 6 per cent per annum payable monthly	No. 2351, 19th Oct. 1872	W. E. Felsinginger	Rs. 5	Sgd : W. H. P. de Saram	Three other properties are Mortgaged by the deed. Folios 198 to 200 of this Volume.
1886, May 23 No. 51220	Elizabeth Florinda Tennakon	James Louis Felsinginger	Mortgage of the above land with all the buildings thereon for Rs. 1,000/- with interest at 6 per cent.	No. 10442, 17 Mar. 86	B. J. Rodrigo, W.	Rs. 4	Sgd : R. G. Anthonize	With lands in A15/196
..87, March	James Louis Felsinginger	Elizabeth Florinda Tennakoon	Transfer by sale of the above land value Rs. 2,800/-	No. 10441, 17 March, 1886	Do.	Rs. 7/50	Sgd : R. G. Anthonize	Consideration Rs. 3,000/- for this and another land see A1/196

Vol. Folio  
Carried over to A65 ....

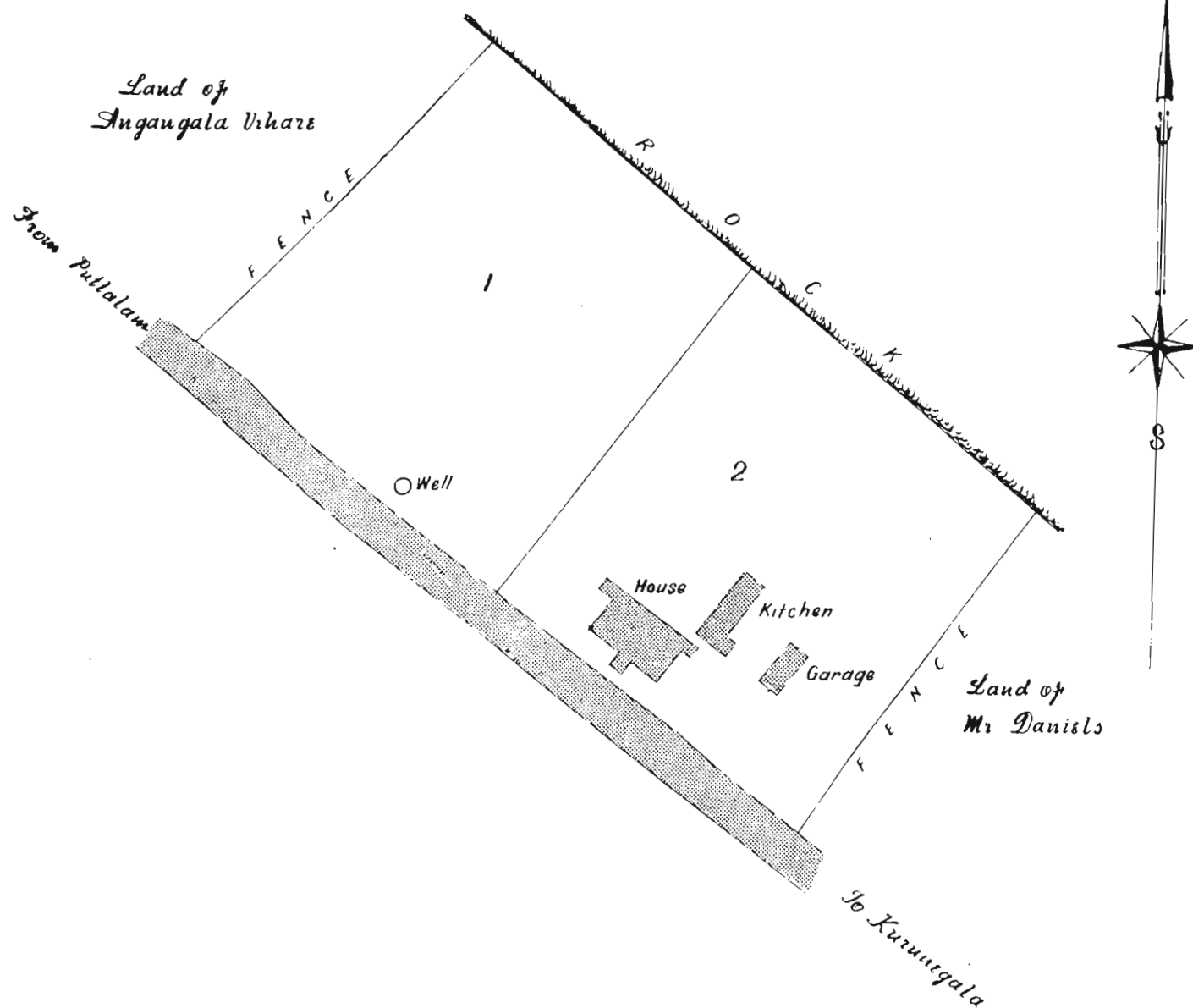
I, G. Dissanayake, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true extract of Registration entry appearing in the Land Register Volume A11/197 of this office and the same is granted on the application of Messrs. Perera & Ranasinghe, Proctors of Kurunegala.

(Sgd.) .....  
Registrar of Lands.Land Registry,  
Kurunegala.  
18.3.53.

Re. 1/- stamp.

Copied by : (Sgd.) Illegibly  
Compared by : (Sgd.) Illegibly

**PLAN No. 2265**



Scale of 2 Chains to an Inch

**PLAN**

of an Allotment of land called Kandubodahena  
(now Garden) situated in the Town of Kurunegala

NORTH WESTERN PROVINCE

Boundaries as described in the above Survey  
Containing in extent: Acres Four, Roods Three & Perches Eight.

Surveyed on the 29<sup>th</sup> day of December 1941

Copy

Sgd (G. A. De Silva)  
Licensed Surveyor & Leveller

<u>Extent.</u>	<u>A - R - P</u>
	<u>1 - 2 - 1 - 24</u>
	<u>2 - 2 - 1 - 24</u>
	<u>4 - 3 - 08</u>

True Copy  
A. Rajendra  
16/7/60  
Licensed Surveyor  
99, Multisderf Street,  
Colombo, 15<sup>th</sup> July 1960.

P18

**Deed of Transfer No. 7483 attested by D. Moses,  
Notary Public**

P18

Deed of  
Transfer  
No. 7483  
attested by  
D. Moses,  
Notary Public  
24.4.1869

Transfer No. 7483

24th April, 1869, at Angangala.

Know all men by these presents that Kumarappa Chetty Kadappa Chetty of Kurunegala in Sath Korale Disawa hereinafter called the vendor states as follows :—

Held and possessed by the said Vendor by purchase from the  
10 Fiscal's sale appearing in deed No. 285 dated 2nd September, 1868.

All that land called Kandabodahena situated at Pallewalpola in Tiragandahaye Korale and bounded on the East by limit to the land of Salmon Perera, on the South by Puttalam Road, on the West by limit to the land of Angangala Temple, and on the North by Angangala. Together with the tiled house standing thereon in consideration of the sum of Pounds ninety (£90.0.0) of lawful money of Ceylon well and truly paid to the said Vendor by Mr. James Luvie Felsingher of Kurunegala, hereinafter called the purchaser (the receipt whereof the said Vendor do hereby acknowledge) do hereby  
20 grant convey assign transfer set over and assure unto the said purchaser his heirs executors and administrators the premises already described.

To have and to hold the said premises hereby sold and conveyed unto the said purchaser Mr. James Luvie Felsingher and his aforewritten absolutely for ever and that the Vendor Kumarappa Chetty Kadappa Chetty do hereby order that no heirs of his shall claim or make any dispute to this property.

In witness whereof the said Kumarappa Chetty Kadappa Chetty do set his hand hereunto in the presence of the Notary who is attesting these presents and witnesses William . . . of Kurunegala and  
30 Polohetti Mudiyanseelage Mudalihamy Vidane of Gangoda.

(Sgd.) In Tamil.

Witnesses :—

(Sgd.) Illegibly in English.

(Sgd.) MUDALIHAMY VIDANE.

I, Don Moses of Angangala, Notary Public, do hereby certify that the foregoing instrument having been duly read over to Kumarappa Chetty Kadappa Chetty who is known to me in the presence

P18  
Deed of  
Transfer  
No. 7483  
attested by  
D. Moses,  
Notary Public  
24.4.1869—  
*Continued*

of the aforesaid witnesses known to me this was signed on the aforesaid date at the aforesaid place.

(Sgd.) D. MOSES,  
*Notary Public.*

Translated by

(Sgd.) Illegibly.  
*S.T.*

I, G. Dissanayake, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true copy of a deed of Transfer made from the duplicate filed of record in this office and the same is granted on the application of Messrs. Perera & Perera, Proctors of Kurunegala. 10

(Sgd.) G. DISSANAYAKE,  
*Registrar of Lands.*

Land Registry,  
Kurunegala.  
27.2.53.

P19  
Deed of  
Transfer  
No. 10441  
attested by  
B. J. Rodrigo,  
Notary Public  
17.3.1886

P19

Deed of Transfer No. 10441 attested by B. J. Rodrigo,  
Notary Public

No. 10441

20

Transfer Rs. 3,000/-.

17th March, 1886, at Kurunegala.

Know all men by these presents that James Luvis Felsing of Kurunegala, Notary Public, hereinafter called the vendor states as follows :—

Held and possessed by the said Vendor by Virtue of deed No. 7483 attested by Don Moses, Notary Public dated 24th April, 1869.

1. All that land called Kandabodahena now garden of two and half lahas of kurakkan sowing more or less in extent together with all the plantations tiled house and the other buildings thereon situated at Pallewalpola, Kurunegala Town in Tiragandahaye Korale and bounded on the North by Angangala, on the East by the land of this vendor which is to be sold today (formerly belonging to Salmon



Perera), on the South by High Road to Puttalam, and on the West by fence on the limit of the land belonging to Angangala Temple. This land worth Rs. 2,800/-.

2. Held and possessed by the said Vendor by Virtue of deed No. 39 certified by William D. Wright, Government Agent, North-Western Province, dated 29th October, 1872. All that land called bearing assessment No. 45 in the year 1872 in extent of more or less one acre together with all the plantations and buildings thereon situated at Puttalam Road, Kurunegala Town, Tiragandahaye Korale and bounded on the North by big rock, on the East by fence on the limit of the land of P. N. de Silva, on the South by High Road to Puttalam, and on the West by the land called Kandabodahena now garden which is to be sold with this property. This property worth Rs.200/-.

In consideration of the sum of Rupees Three Thousand (Rs. 3,000/-) of lawful money of Ceylon well and truly paid to the said Vendor by Elizabeth Florinda Tennakoon Kumarihamy of Kurunegala hereinafter called the purchaser (the receipt whereof the said Vendor do hereby acknowledge) do hereby grant convey assign transfer set over and assure unto the said purchaser her heirs executors and administrators the premises already described.

To have and to hold the said premises hereby sold and conveyed unto the said purchaser Elizabeth Florinda Tennakoon Kumarihamy and her heirs executors and administrators absolutely for ever and that the Vendor do hereby for his heirs executors and administrators covenant and declare that the said premises are free from encumbrances whatsoever and that the vendor do hereby for his heirs executors and administrators covenant and declare that the said premises are free from encumbrances whatsoever and that the vendor and his aforewritten shall and will always warrant and defend the title to the said premises and every part thereof unto the said purchaser and her aforewritten.

In witness whereof the said vendor James Luvis Felsingher do set his hand hereunto and to two others of the same tenor and date as these presents on this date in the presence of the Notary who is attesting these presents and in the presence of the undersigned witnesses.

(Sgd.) J. L. FELSINGER.

1. (Sgd.) Illegibly in English.
- 40 2. (Sgd.) In Arabic.

(Sgd.) B. J. RODRIGO,  
*Notary Public.*

P19  
Deed of  
Transfer  
No. 10441  
attested by  
B. J. Rodrigo,  
Notary Public  
17.3.1886—  
*Continued*

P19  
Deed of  
Transfer  
No. 10441  
attested by  
B. J. Rodrigo,  
Notary Public  
17.3.1886—  
*Continued*

I, B. J. Rodrigo of Kurunegala, Notary Public, do hereby certify that the foregoing instrument having been duly read over to James Luvis Felsing who is known to me, in the presence of Mr. James Valentine Daniels and Omardeen Thalip both of Kurunegala the subscribing witnesses hereto both of whom are known to me the same was signed on this 17th March, 1886, at Kurunegala and I certify that although the consideration was not paid before me, as a part payment bond No. 10442 attested by me today was given.

(Sgd.) B. J. RODRIGO,  
*Notary Public.* 10

Date of Attestation 17th March, 1886.

Translated by :

(Sgd.) Illegibly.  
*S.T.*

I, G. Dissanayake, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true copy of a deed of Transfer made from the duplicate filed of Record in this office and the same is granted on the application of Messrs. Perera & Perera, Proctors of Kurunegala.

(Sgd.) G. DISSANAYAKE, 20  
*Registrar of Lands.*

Land Registry.  
Kurunegala.  
27.2.53.

---

P20

P20  
Deed of Gift  
No. 15794  
attested by  
M. R. Ran-  
hamy, Notary  
Public  
31.10.1897

Deed of Gift No. 15794 attested by M. R. Ranhamy,  
Notary Public

Gift Rs. 6,000/-.  
Lands 10.  
No. 15794.

30

31st October, 1897, at Kurunegala.

Know all men by these presents that Florinda Elizabeth Tennakoon Kumarihamy of Kurunegala in Tiragandahaye Korale, Weuda Willi Hath Pattu, Kurunegala District, hereinafter called the donor states as follows :—

In consideration of the love and affection I have towards my husband Charles Edward Tennakoon Ratemahatmaya of Dewamedi Hath Pattu I do hereby give grant convey assign transfer set over and assume as a gift the properties described herein.

P20  
Deed of Gift  
No. 15794  
attested by  
M. R. Ran-  
hamy, Notary  
Public  
31.10.1897—  
*Continued*

There are five children born unto me from my husband the said Tennakoon Ratemahatmaya.

I believe that after my death the lands described herein when Comes to the said Tennakoon Ratemahatmaya he may give the five children separately according to his wish 1-2.

- 10     2. Held and possessed by me by virtue of deed No. 10441 attested by Jokinu Rodrigo Wijesinghe, Notary Public, dated 17th March, 1886.

All that land called Kandabodahena now garden more or less two and half lahas of kurakkan sowing extent together with the tiled house and the other buildings and everything therein situated at Pallewalpola in Kurunegala Town, Tiragandahaye Korale aforesaid and bounded on North by Angangala, on the East by the land belonging to me which is donating with this formerly belonging to Solomon Perera, on the South by High road to Puttalam, and on the West by  
20 fence of the land belonging to Angangala Temple. This worth Rs. 2,800/-.

3. All that land bearing assessment No. 45 in the year 1872, in extent of more or less one acre together with all the plantations and buildings thereon situated at Puttalam Road, Kurunegala Town and bounded on the North by big rock, on the East by fence on the limit of the land belonging to G. N. de Silva on the South by High Road to Puttalam, and on the West by land called Kandabodahena which I am donating with this. This land worth Rs. 200/-4-10.

30 The above mentioned lands which are of value of Rupees six thousand (Rs. 6,000/-) of lawful money of Ceylon I do hereby donate unto my aforesaid husband Charles Edward Tennakoon Ratemahatmaya of Dambeliyadda Walawwa.

Therefore the said donee the said Charles Edward Tennakoon Ratemahatmaya and his heirs executors and administrators shall possess absolutely for ever and that he is at liberty to do anything with same.

I do hereby order that no any heirs of mine shall not claim or make any dispute over these properties.

40 Witness that the said Charles Edward Tennakoon Ratemahatmaya accepted the above gift with thanks.

P20  
Deed of Gift  
No. 15794  
attested by  
M. R. Ran-  
hamy, Notary  
Public  
31.10.1897—  
*Continued*

In witness whereof the said Florinda Elizabeth Tennakoon Kumarihamy and Charles Edward Tennakoon Ratemahatmaya do set their hands hereunto and to two others of the same tenor and date as these presents.

(Sgd.) E. F. TENNAKOON.

(Sgd.) C. E. TENNAKOON.

*Witnesses :*

1. (Sgd.) C. E. JAYATILLEKE.

2. (Sgd.) E. WANIGASEKERA.

I, M. R. Ranhamy of Kurunegala, Notary Public, do hereby certify that the foregoing instrument having been duly read over to Florinda Elizabeth Tennakoon Kumarihamy, and Charles Edward Tennakoon Ratemahatmaya both known to me in the presence of Cornelis Earnest Jayatilleke, and Don Edward Dias Wanigasekera both of Kurunegala the subscribing witnesses hereto both of whom are known to me the same was signed on this 31st October, 1897, at Kurunegala.

(Sgd.) M. R. RANHAMY,  
*Notary Public.*

Date of Attestation.

31st October, 1897.

Translated by :

(Sgd.) Illegibly.

*S.T.*

I, G. Dissanayake, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true copy of a deed of gift made from the duplicate filed of Record in this office and the same is granted on the application of Messrs. Perera & Perera, Proctors of Kurunegala.

(Sgd.) G. DISSANAYAKE,  
*Registrar of Lands.*

Land Registry,  
Kurunegala.  
27.2.53.

20

30

P1  
Deed of Gift  
No. 5843  
attested by  
G. C. P.  
Senanayaka,  
Notary Public  
29.6.1919

P1

**Deed of Gift No. 5843 attested by G. C. P. Senanayaka,  
Notary Public**

*Translation*

No. 5843.

Gift : Rs. 15,000/-.

Lands : 82.

Know all men by these presents that I, Charles Edward Tennakoon Ratemahatmaya of Dambeliyadda Walawwa in Dewamedde Korale of . . . . illegible . . . . send greeting :—

Whereas under and by virtue of deed of gift No. 15794 dated 31st day of October, 1897, and attested by M. R. Ranhamy, Notary Public (a true copy of which has been produced) I am the owner and proprietor and am seized and possessed of all that —

“ 1 to 67 translation was not required.”

68. Kandabodahena now watte and bounded on the North by Angangala, East by the land bearing assessment No. 45, South by the high road leading to Puttalam, West by the fence on the limit of the garden belonging to Angangala temple, the garden within these  
10 boundaries about 2½ lahas of kurakkan sowing together with the plantations, houses, buildings and everything appertaining thereto and situated at Pallewalpola in Tiragandahe Korale of Weuda Willi Hat Pattu in Kurunegala District.

69. All that Assessment No. 45 and bounded on the North by the large rock, East by the limit of the garden of G. M. de Silva, South by the High Road leading to Puttalam, West by the land known as Kandabodahena, the garden within these boundaries about one acre in extent situate at Puttalam Road in Kurunegala District and which said premises have been held and possessed by me as aforesaid.

20 “ 70 to 82 translation was not required.”

And whereas I am desirous of donating the said premises which are of Rs. 15,000/- in value unto my son Kandededara Wijesundara Guneratne Tennakoon Herath Mudiyanse Ralahamillage Charles Wilmot Tennakoon Bandaramahatmaya who is resident at Dambeliyadda Walawwa aforesaid.

Therefore I the said Charles Edward Tennakoon Ratamahatmaya for and in consideration of the natural love and affection which I have and bear unto my loving son, Kandededara Wijesundara Gunaratne Tennakoon Herath Mudiyanse Ralahamillage Charles Wilmot  
30 Tennakoon Bandaramahatmaya and for diverse other good causes and considerations, me hereunto moving, do hereby give grant convey make over and confirm unto him the said, Kandededara Wijesundara Gunaratne Tennakoon Herath Mudiyanse Ralahamillage Charles Wilmot Tennakoon Bandaramahatmaya as a gift or donation subject to my life interest and also subject to the revocation of these presents. Provided however that the said donee shall not sell, mortgage, gift, pledge as security or in any wise alienate the said premises or lease for a term beyond four years at a time or execute any subsequent leases therefore before the expiration of the  
40 period of a previous lease but he shall only hold and possess the same during his lifetime, and after his death, the same shall devolve, on

P1  
Deed of Gift  
No. 5843  
attested by  
G. C. P.  
Senanayaka,  
Notary Public  
29.6.1919—  
*Continued*

P1  
Deed of Gift  
No. 5843  
attested by  
G. C. P.  
Senanayaka,  
Notary Public  
29.6.1919—  
*Continued*

his two children, who are now alive, and who are my grandchildren, namely Kandededara Wijesundara Guneratne Tennakoon Herath Mudiyanse Ralahamillage Nandawathie Enid Tennakoon Kumarihamy and—do—Charles Ennoruwe Tennakoon Bandaramahatmaya and also on any other lawful child or children in equal shares who may be born to my said son, Charles Wilmot Tennakoon Bandaramahatmaya and they are thereby empowered to hold and possess the said premises at their will and pleasure.

I the said donor for myself my heirs executors and administrators further covenant and declare that no act whatsoever has been 10 done by me heretofore alienating the said premises or any part thereof against this donation and that I and my aforewritten shall and will always confirm this *fidei commissum* donation.

In witness I the said Charles Edward Tennakoon Ratemahatmaya have set my hand to three writings of the same tenor and date as these presents at Dambeliyadda on this 29th day of June, 1919.

(Sgd.) C. E. TENNAKOON.

*Witnesses :*

We the witnesses do hereby declare that the Executant hereof is well known to us and also know his full name occupation and residence.

20

(Sgd.) WARLIYANU FERNANDO.

(Sgd.) MUDIYANSE.

(Sgd.) G. C. P. SENANAYAKA,  
*Notary Public.*

I, George Charles Perera Senanayaka of Wariyapola in Kurunegala District, Notary Public, do hereby certify and attest that in the presence of the witnesses, Karunamuni Warliyanu Fernando of Dambeliyadda and Herath Mudiyanse of Wariyapola 30 both of whom are known to me, the foregoing instrument having been read over and explained by me the said Notary to the within named Executant who is known to me, the same was signed by the said Executant and by the said witnesses in my presence and in the presence of one another all being present at the same time at Dambeliyadda on this 29th day of June, 1919.

And I further certify and attest that the duplicate hereof bears  
 five stamps of the value of Rs. 450/- and the original a stamp of Re. 1/-  
 etc. etc. etc.  
 etc. etc. etc.

(Sgd.) G. C. P. SENANAYAKA,  
*Notary Public.*

P1  
 Deed of Gift  
 No. 5843  
 attested by  
 G. C. P.  
 Senanayaka,  
 Notary Public  
 29.6.1919—  
*Continued*

Date of Attestation.  
 29th June, 1919.

Correct translation.

10

(Sgd.) L. F. NANAYAKKARA,  
*Sworn Translator of District Court,*  
 Kurunegala.  
 24.2.53.

I, G. N. de Silva, Registrar of Lands, Kurunegala, do hereby  
 certify that the foregoing is a true copy of a deed of gift made from  
 the duplicate filed of record in this office and the same is granted on  
 the application of A. C. Amerasinghe, Esquire, Proctor, Kurunegala.

(Sgd.) G. N. de SILVA,  
*Registrar of Lands.*

20 Land Registry,  
 Kurunegala.  
 14.5.48.

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**P8**

**Counterfoil Book of Rent Receipts**

No. 200

Received from P. E. de Kretzer, Esqr., Kurunegala, the sum of  
 Rupees Sixty, being Rent of the House No. 87 situate in Puttalam  
 Road, Kurunegala, for the month of October, 1929.

Rs. 60.

30 Date : November, 1st, 1929.

No. 201.

Received from Mr. P. Aronis Fernando, Kurunegala, the sum of  
 Rupees Thirty-five, being Rent of the House No. .... situate in  
 Esplanade Street, Kurunegala, for the month of October, 1929.

Rs. 35.

Date : November 1st, 1929.

P8  
 Counterfoil  
 Book of  
 Rent Receipts

P8  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 202.

Received from Mr. Aruman, Hettipola, the sum of Rupees Four, being Rent of the House No. . . . . situate in Hettipola, for the month of October, 1929.

Rs. 4.

Date : November 1st, 1929.

No. 203.

Received from S. M. T. Fernando & Company, Chilaw, for the Petrol Depot, the sum of Rupees Ten, being Rent of the House No. . . . . situate in Hettipola, for the month of November, 1929.

10

Rs. 10.

Date : December 1st, 1929.

No. 204.

Received from Mr. N. D. Haramanis Appu, Baker, Hettipola, the sum of Rupees Fifteen being Rent of the House No. . . . . situate in Hettipola, for the month of November, 1929.

Rs. 15.

Date : December 1st, 1929.

No. 205.

Received from The D.R.C. Overseer, Hettipola, the sum of Rupees 20 Five, being Rent of the House No. . . . . situate in Hettipola, for the month of November, 1929.

Rs. 5.

Date : November 1st, 1929.

No. 206.

Received from Mr. M. W. Allapitche, Hettipola, the sum of Rupees Five, being Rent of the House No. . . . . situate in Hettipola, for the month of November, 1929.

Rs. 5.

Date : December 1st, 1929.

30

No. 207.

Received from Mr. S. M. Naina Mahamaddu, Hettipola, the sum of Rupees Five, being Rent of the House No. . . . . situate in Hettipola, for the month of November, 1929.

Rs. 5.

Date : December 1st, 1929.



No. 208.

Received from Mr. Aruman, Hettipola, the sum of Rupees Four, being Rent of the House No. . . . . situate in Hettipola, for the month of November, 1929.

Rs. 4.

Date : December 1st, 1929.

No. 209.

Received from Mr. G. William de Silva, the sum of Rupees Hundred, being Rent of the House No. . . . . situate in Esplanade Street, Kurunegala, for the month of November, 1929.

Rs. 100.

Date : December 1st, 1929.

No. 210.

Received from Mr. Kineris de Silva, the sum of Rupees Forty, being Rent of the House No. 13 situate in Esplanade Street, Kurunegala, for the month of November, 1929.

Rs. 40.

Date : December 1st, 1929.

No. 211.

Received from Mr. P. E. de Kretzer, the sum of Rupees Sixty, being Rent of the House No. 87 situate in Puttalam Road, Kurunegala, for the month of November, 1929.

Rs. 60.

Date : December 1st, 1929.

No. 212.

Received from Mr. P. Aronis Fernando the sum of Rupees Thirty-five being Rent of the House No. 14 situate in Esplanade Street, Kurunegala, for the month of November, 1929.

Rs. 35.

Date : December 1st, 1929.

No. 213.

Received from Mr. Aruman, Hettipola, the sum of Rupees Four being Rent of the House No. . . . . situate in Hettipola, for the month of December, 1929.

Rs. 4.

Date : January 1st, 1930.

No. 214.

Received from S. M. J. Fernando & Company, Chilaw for the Petrol Depot, Hettipola, the sum of Rupees Ten being Rent of the

P8  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

P8  
Counterfoil  
Book of Rent  
Receipts—  
Continued

House No. .... situate in Hettipola, for the month of December, 1929.

Rs. 10.

Date : January 1st, 1930.

No. 215.

Received from Mr. N. D. Haramanis Appu Baker, Hettipola, the sum of Rupees Fifteen being Rent of the House No. .... situate in Hettipola for the month of December, 1929.

Rs. 15.

Date : January 1st, 1930.

10

No. 216.

Received from The D.R.C. Overseer, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola, for the month of December, 1929.

Rs. 5.

Date : January 1st, 1930.

No. 217.

Received from Mr. M. W. Allapiche, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola, for the month of December, 1929.

Rs. 5.

Date : January 1st, 1930.

20

No. 218.

Received from Mr. S. M. Naina Mahamaddu, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola, for the month of December, 1929.

Rs. 5.

Date : January 1st, 1930.

No. 219.

Received from Mr. G. William de Silva, the sum of Rupees 30 Hundred being Rent of the House No. .... situate in Esplanade Street, Kurunegala, for the month of December, 1929.

Rs. 100.

Date : January 1st, 1930.

No. 220.

Received from Mr. Kineris de Silva the sum of Rupees Forty being Rent of the House No. 13 situate in Esplanade Street, Kurunegala for the month of December, 1929.

Rs. 40.

Date : January 1st, 1930.

40

No. 221.

Received from P. E. de Kretzer, Esqr., the sum of Rupees Sixty being Rent of the House No. 87 situate in Puttalam Road, Kurunegala, for the month of December, 1929.

Rs. 60.

Date : January 1st, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

No. 222.

Received from Mr. P. Aronis Fernando, the sum of Rupees Thirty-five being Rent of the House No. 14 situate in Esplanade 10 Street, Kurunegala, for the month of December, 1929.

Rs. 35.

Date : January 1st, 1930.

No. 223.

Received from Mr. Aruman, Hettipola, the sum of Rupees Four being Rent of the House No. . . . . situate in Hettipola, for the month of January, 1930.

Rs. 4.

Date : February 1st, 1930.

No. 224.

Received from S. M. F. Fernando & Company, Chilaw, for the 20 Petrol Depot at Hettipola, the sum of Rupees Ten, being Rent of the House No. . . . . situate in Hettipola, for the month of January, 1930.

Rs. 10.

Date : February 1st, 1930.

No. 225.

Received from Mr. N. D. Haramanis Appu, Hettipola, the sum of Rupees Fifteen being Rent of the House No. . . . . situate in Hettipola, for the month of January, 1930.

Rs. 15.

30 Date : February 1st, 1930.

No. 226.

Received from the D.R.C. Overseer, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola, for the month of January, 1930.

Rs. 5.

Date : February 1st, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 227.

Received from Mr. Allapiche, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola, for the month of January, 1930.

Rs. 5.

Date : February 1st, 1930.

No. 228.

Received from Mr. Naina Mahamaddu, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola, for the month of January, 1930.

10

Rs. 5.

Date : February 1st, 1930.

No. 229.

Received from Mr. G. William de Silva the sum of Rupees Hundred being Rent of the House No. .... situate in Esplanade Street, Kurunegala, for the month of January, 1930.

Rs. 100.

Date : February 1st, 1930.

No. 230.

Received from P. E. de Kretzer, Esqr., the sum of Rupees Sixty being Rent of the house No. .... situate in Puttalam Road, Kurunegala, for the month of January, 1930.

Rs. 60.

Date : February 1st, 1930.

No. 231.

Received from Mr. P. Aronis Fernando the sum of Rupees Seventy-five being Rent of the House No. 13 and 14 situate in Esplanade Street, Kurunegala, for the month of January, 1930.

Rs. 75.

Date: February 1st, 1930.

30

No. 232.

Received from S. M. Fernando and Company, Chilaw, the sum of Rupees Ten being Rent of the House No. .... situate in Hettipola for the month of February, 1930.

Rs. 10.

Date : March 1st, 1930.

No. 233.

Received from Mr. Aruman, Hettipola, the sum of Rupees Four being Rent of the House No. . . . . situate in Hettipola, for the month of February, 1930.

Rs. 4.

Date : March 1st, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

No. 234.

Received from Mr. N. D. Haramanis Appu Baker, Hettipola, the sum of Rupees Fifteen being Rent of the House No. . . . . situate in Hettipola for the month of February, 1930.

Rs. 15.

Date : March 1st, 1930.

No. 235.

Received from The D.R.C. Overseer, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola for the month of February, 1930.

Rs. 5.

Date : March 1st, 1930.

No. 236.

Received from Mr. Allapiche, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola, for the month of February, 1930.

Rs. 5.

Date : March 1st, 1930.

No. 237.

Received from Mr. Naina Mahamaddu, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola, for the month of February, 1930.

Rs. 5.

Date : March 1st, 1930.

No. 238.

Received from Mr. G. William de Silva, the sum of Rupees Hundred being Rent of the House No. 12 situate in Esplanade Street, Kurunegala for the month of February, 1930.

Rs. 100.

Date : March 1st 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 239.

Received from P. E. de Kretzer, Esqr., Kurunegala, the sum of Rupees Sixty being Rent of the House No. . . . situate in Puttalam Road, Kurunegala, for the month of February, 1930.

Rs. 60.

Date : March 1st, 1930.

No. 240.

Received from Mr. P. Aronis Fernando, Kurunegala, the sum of Rupees Seventy-five—Twenty-five being Rent of the Houses No. 13 and 14 situate in Esplanade Street, Kurunegala, for the month 10 of February, 1930.

Rs. 50.

Date : March 1st, 1930.

No. 241.

Received from Mr. G. William de Silva, Kurunegala, the sum of Rupees Hundred being Rent of the House No. 12 situate in Esplanade Street, Kurunegala, for the month of March, 1930.

Rs. 100.

Date : April 1st, 1930.

No. 242.

Received from P. E. de Kretzer, Esqr., Kurunegala, the sum of Rupees Sixty being Rent of the House No. . . . situate in Puttalam Road, Kurunegala, for the month of March, 1930.

Rs. 60.

Date : April 1st, 1930.

No. 243.

Received from Mr. P. Aronis Fernando, Kurunegala, the sum of Rupees Seventy-five—Twenty-five being rent of the Houses No. 13 and 14 situate in Esplanade Street, Kurunegala, for the month of March, 1930.

Rs. 75—25=50.

Date : April 1st, 1930.

No. 244.

Received from Messrs. S. M. J. Fernando & Company, Chilaw, the sum of Rupees Ten being Rent of the House No. . . . situate in Hettipola, for the month of March, 1930.

Rs. 10.

Date : April 1st, 1930.

No. 245.

Received from Mr. Aruman Barbar, Hettipola, the sum of Rupees Four being Rent of the House No. .... situate in Hettipola, for the month of March, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

Rs. 4.

Date : April 1st, 1930.

No. 246.

Received from Mr. Haramanis Appu Baker, Hettipola, the sum of Rupees Fifteen being Rent of the House No. .... situate in  
10 Hettipola for the month of March, 1930.

Rs. 15.

Date : April 1st, 1930.

No. 247.

Received from the D.R.C. Overseer, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola for the month of March, 1930.

Rs. 5.

Date : April 1st, 1930.

No. 248.

Received from Mr. Allapiche, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola for the month of March, 1930.

Rs. 5.

Date : April 1st, 1930.

No. 249.

Received from Mr. Naina Mahamaddu, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola for the month of March, 1930.

Rs. 5.

30 Date : April 1st, 1930.

No. 230.

Received from Mr. G. William de Silva, Kurunegala, the sum of Rupees Hundred being Rent of the House No. 12 situate in Esplanade Street, Kurunegala, for the month of April, 1930.

Rs. 100.

Date : May 1st, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 231.

Received from P. G. de Kretzer, Esqr., Kurunegala, the sum of Rupees Sixty being Rent of the House No. . . . situate in Puttalam Road, for the month of April, 1930.

Rs. 60.

Date : May 1st, 1930.

No. 232.

Received from Mr. Aronis Fernando, Kurunegala, the sum of Rupees Seventy-five—Twenty-five being Rent of the House No. 13 and 14 situate in Esplanade Street, Kurunegala, for the month of 10 April, 1930.

Rs. 75—25=50.

Date : May 1st, 1930.

No. 233.

Received from Messrs. S. M. J. Fernando & Company, Chilaw, the sum of Rupees Ten being Rent of the House No. . . . situate in Hettipola for the month of April, 1930.

Rs. 10.

Date : May 1st, 1930.

No. 234.

Received from Mr. Aruman Barbar, Hettipola, the sum of Rupees Four being Rent of the House No. . . . situate in Hettipola for the month of April, 1930.

Rs. 4.

Date : May 1st, 1930.

No. 235.

Received from Mr. Haramanis Appu Baker, Hettipola, the sum of Rupees Fifteen being Rent of the House No. . . . situate in Hettipola for the month of April, 1930.

Rs. 15. 30

Date : May 1st, 1930.

No. 236.

Received from The D.R.C. Overseer, Hettipola, the sum of Rupees Five being Rent of the House No. . . . situate in Hettipola for the month of April, 1930.

Rs. 5.

Date : May 1st, 1930.



No. 237.

Received from Mr. Allapiche, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola for the month of April, 1930.

Rs. 5.

Date : May 1st, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

No. 238.

Received from Mr. Naina Mahamaddu, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola  
10 for the month of April, 1930.

Rs. 5.

Date : May 1st, 1930.

No. 239.

Received from Mr. G. William de Silva, Kurunegala, the sum of Rupees Hundred being Rent of the House No. 12 situate in Esplanade Street, Kurunegala, for the month of May, 1930.

Rs. 100.

Date : June 1st, 1930.

No. 240.

Received from P. E. de Kretzer, Esqr., Kurunegala, the sum of Rupees Sixty being Rent of the House No. . . . . situate in Puttalam Road, Kurunegala for the month of May, 1930.

Rs. 60.

Date : June 1st, 1930.

No. 241.

Received from Mr. P. Aronis Fernando, Kurunegala, the sum of Rupees Seventy-five being Rent of the Houses Nos. 13 and 14 situate in Esplanade Street, Kurunegala, for the month of May, 1930.

Rs. 75.

30 Date : June 1st, 1930.

No. 242.

Received from Messrs. S. M. J. Fernando and Company, Chilaw, the sum of Rupees Ten being Rent of the House No. . . . . situate in Hettipola, for the month of May, 1930.

Rs. 10.

Date : June 1st, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 243.

Received from Mr. Aruman Barbar, Hettipola, the sum of Rupees . . . . . being Rent of the House No. . . . . situate in . . . . . for the month of May, 1930.

Rs. .

Date : June 1st, 1930.

No. 244.

Received from Mr. Haramanis Appu (Barber), Hettipola, the sum of Rupees Fifteen being Rent of the House No. . . . . situate in 10 Hettipola for the month of May, 1930.

Rs. 15.

Date : June 1st, 1930.

No. 245.

Received from The D.R.C. Overseer, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola for the month of May, 1930.

Rs. 5.

Date : June 1st, 1930.

No. 246.

Received from Mr. Allapicche, Hettipola, the sum of Rupees Five 20 being Rent of the House No. . . . . situate in Hettipola for the month of May, 1930.

Rs. 5.

Date : June 1st, 1930.

No. 247.

Received from Mr. Naina Mahamaddu, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola for the month of May, 1930.

Rs. 5.

Date : June 1st, 1930.

30

No. 248.

Received from Messrs. S. M. J. Fernando & Company, Chilaw, the sum of Rupees Ten being Rent of the House No. . . . . situate in Hettipola for the month of June, 1930.

Rs. 10.

Date : July 1st, 1930.

No. 249.

Received from Mr. N. D. Thomis Singho, Hettipola, the sum of Rupees Fifteen being Rent of the House No. . . . . situate in Hettipola for the month of June, 1930.

Rs. 15.

Date : July 1st, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 250.

Received from . . . . . Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola for the month  
10 of June, 1930.

Rs. 5.

Date : July 1st, 1930.

No. 251.

Received from Mr. Allapiche, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola, for the month of June, 1930.

Rs. 5.

Date : July 1st, 1930.

No. 252.

Received from Mr. Naina Mahamaddu, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola for the month of June, 1930.

Rs. 5.

Date : July 1st, 1930.

No. 253.

Received from Mr. G. William de Silva, Kurunegala, the sum of Rupees Hundred being Rent of the House No. 12 situate in Esplanade Street, Kurunegala, for the month of June, 1930.

Rs. 100.

30 Date : July 1st, 1930.

No. 254.

Received from Mr. P. E. de Kretzer, Esqr., Kurunegala, the sum of Rupees Sixty being Rent of the House No. . . . . situate in Puttalam Road, Kurunegala, for the month of June, 1930.

Rs. 60.

Date : July 1st, 1930.

PS  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 255.

Received from Mr. P. Aronis Fernando, Kurunegala, the sum of Rupees Seventy-five being Rent of the Houses Nos. 13 and 14 situate in Esplanade Street, Kurunegala for the month of June, 1930.

Rs. 75.

Date : July 1st, 1930.

No. 255.

Received from Messrs. S. M. J. Fernando & Company, Chilaw, the sum of Rupees Ten being Rent of the House No. .... situate in Hettipola for the month of July, 1930.

10

Rs. 10.

Date : August 1st, 1930.

No. 256.

Received from Mr. N. D. Thomis Singho, Hettipola, the sum of Rupees Fifteen being Rent of the House No. .... situate in Hettipola for the month of July, 1930.

Rs. 15.

Date : August 1st, 1930.

No. 257.

Received from Mr. D. Angamma, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola, for the month of July, 1930.

Rs. 5.

Date : August 1st, 1930.

No. 258.

Received from The Sanitary Inspector, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola for the month of July, 1930.

Rs. 5.

Date : August 1st, 1930.

30

No. 259.

Received from Mr. Allapiche, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola, for the month of July, 1930.

Rs. 5.

Date : August 1st, 1930.

No. 260.

Received from Mr. Naina Mahamaddu, Hettipola, the sum of Rupees Five being Rent of the House No. . . . situate in Hettipola for the month of July, 1930.

Rs. 5.

Date : August 1st, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 261.

Received from Mr. G. D. E. Malawana, Esplanade Street, Kurunegala, the sum of Rupees Hundred being Rents of the Houses No. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of July, 1930.

Rs. 100.

Date : August 1st, 1930.

No. 262.

Received from Mr. P. Aronis Fernando, Kurunegala, the sum of Rupees Seventy-five being Rents of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of July, 1930.

Rs. 75.

Date : August 1st, 1930.

20 No. 263.

Received from Mr. P. E. de Kretzer, Kurunegala, the sum of Rupees Sixty being Rent of the House No. . . . situate in Puttalam Road, Kurunegala, for the month of July, 1930.

Rs. 60.

Date : August 1st, 1930.

No. 264.

Received from Mr. P. Aronis Fernando, Kurunegala, the sum of Rupees Seventy-five being Rent of the Houses Nos. 13 and 14 situate in Esplanade Street for the month of August, 1930.

Rs. 75.

30 Date : September 1st, 1930.

No. 265.

Received from Mr. G. D. E. Malawana, Kurunegala, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street for the month of August, 1930.

Rs. 100.

Date : September 1st, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 265.

Received from Mr. P. E. de Kretzer, Esqr., Kurunegala, the sum of Rupees Sixty being Rent of the Houses No. . . . . situate in Puttalam Road, Kurunegala for the month of August, 1930.

Rs. 60.

Date : September 1st, 1930. \_\_\_\_\_

No. 266.

Received from Mr. Thomis Singho, Hettipola, the sum of Rupees Ten being Rent of the House No. . . . . situate in Hettipola for the month of August, 1930.

10

Rs. 10.

Date : September 1st, 1930. \_\_\_\_\_

No. 267.

Received from Messrs. S. M. J. Fernando and Company, Chilaw, the sum of Rupees Ten being Rent of the House No. . . . . situate in Hettipola, for the month of August, 1930.

Rs. 10.

Date : September 1st, 1930. \_\_\_\_\_

No. 268.

Received from Mr. Allapiche, Hettipola, the sum of Rupees Five being Rent of the House No. . . . . situate in Hettipola for the month of August, 1930.

Rs. 5.

Date : September 1st, 1930. \_\_\_\_\_

No. 269.

Received from Mr. Aronis P. Fernando, Kurunegala, the sum of Rupees Seventy-five being Rents of the Houses No. 13 and 14 situate in Esplanade Street for the month of September, 1930.

Rs. 75.

Date : October 1st, 1930. \_\_\_\_\_

30

No. 270.

Received from Mr. G. D. E. Malawane, Kurunegala, the sum of Rupees Hundred being Rents of the Houses Nos. 11 and 12 situate in Esplanade Street for the month of September, 1930.

Rs. 100.

Date : October 1st, 1930.

No. 271.

Received from Mr. P. E. de Kretzer, Esqr., Kurunegala, the sum of Rupees Sixty being Rent of the House No. .... situate in Puttalam Road, Kurunegala for the month of September, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
Continued

Rs. 60.

Date : October 1st, 1930.

No. 272.

Received from Mr. Thomis Singho, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No. .... situate in Hettipola for the month of September, 1930.

Rs. 10.

Date : October 1st, 1930.

No. 273.

Received from Messrs. S. M. J. Fernando & Company, Chilaw, the sum of Rupees Ten being Rent of the House No. .... situate in Hettipola, for the month of September, 1930.

Rs. 10.

Date : October 1st, 1930.

No. 274.

Received from Mr. Allapicche, Hettipola, the sum of Rupees Five being Rent of the House No. .... situate in Hettipola for the month of September, 1930.

Rs. 5.

Date : October 1st, 1930.

No. 275.

Received from Mr. Aronis Fernando, Kurunegala, the sum of Rupees Seventy-five being Rent of the Houses No. 13 and 14 situate in Esplanade Street for the month of October, 1930.

Rs. 75.

Date : November 1st, 1930.

No. 276.

Received from Mr. G. D. E. Malawane, Oriental Bakery, Kurunegala, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street for the month of October, 1930.

Rs. 100.

Date : November 1st, 1930.

P8  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

No. 278.

Received from Messrs. S. M. J. Fernando, Chilaw, the sum of Rupees Ten being Rent of the House No. .... situate in Hettipola for the month of October, 1930.

Rs. 10.

Date : November 1st, 1930.

P2  
Deed of  
Revocation  
No. 55586  
attested by  
C. S. Leitan,  
Notary Public  
27.10.1930

P2

**Deed of Revocation No. 55586 attested by C. S. Leitan,  
Notary Public**

*Translation*

10

(Body of the Deed only)

No. 55586.

**DEED OF REVOCATION**

Know All Men by these Presents

That I, Charles Edward Tennakoon Dissawa, of Ebeliyadda Walawwa in Dewamede Korale, Dewamede Hath Pattu, Kurunegala District, North Western Province in the Island of Ceylon.

Send Greeting :—

That although I the said Donor in consideration of the natural love and affection and divers other good causes and considerations I have and bear towards my son Kandegedera Wijesundera Gunaratne Tennakoon Herat Mudiyanse Ralahamillage Charles Wilmot Tennakoon Bandara Mahatmaya of Ebeliyadda Walawwa aforesaid gave granted set over and assigned as a gift irrevocable the properties more fully described in the schedule given here below together with other lands which are entitled to me in the manner mentioned in Deed of Gift No. 5843 dated 29th June, 1919, attested by G. C. P. Senanayake, Notary Public, which are valued at Rupees Fifteen Thousand, in favour of my said son, as it has now become necessary to revoke annul and cancel the said Gift in respect of some of the properties mentioned in the said Gift, am hereby revoking and cancelling only the properties more fully described in the schedule given here below, by virtue of the power that has been reserved in my favour in the said Deed of Gift. Therefore the properties described in the Schedule given here below be hereby be divested from the said Donee, Charles Wilmot Tennakoon Bandara Mahatmaya and his heirs executors administrators and assigns, and it is hereby further directed that he or



his aforewritten heirs shall not make any claim or right whatsoever hereafter by virtue of the said Deed of Gift and I the said Donor hereby declare that the said properties be vested again with me the said Donor and my heirs executors administrators and assigns.

P2  
Deed of  
Revocation  
No. 55536  
attested by  
C. S. Leitan,  
Notary Public  
27.10.1930—  
*Continued*

*The Schedule above referred to*

*The lands bearing No. 1 to 40.*

In Witness Whereof I the said Charles Edward Tennakoon Dissawa, set my usual signature to three writings of the same tenor and date as These Presents at Kurunegala, on this 27th day of 10 October, 1930.

We the witnesses to this declare that we are well acquainted with the said Dissawa and know his proper name occupation and residence. } (Sgd.) In English (This is the signature of Charles Edward Tennakoon)

(Sgd.) In English (This is the signature of Nostiratne de Zylva).

(Sgd.) In English (This is the signature of Punchinilame Ratnayake).

(Sgd.) C. S. LEITAN,  
*Notary Public.*

20

Translated by me.

(Sgd.) .....  
*Sworn Translator, District Court, Colombo.*  
23.5.48.

(SEAL)

I, G. N. de Silva, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true copy of a deed of revocation made 30 from the duplicate filed of record in this office and the same is granted on the application of A. C. Amerasinghe, Esquire, Proctor, Kurunegala.

(Sgd.) G. N. De SILVA,  
*Registrar of Lands.*

Land Registry, Kurunegala.  
13th May, 1948.

P14  
 Last Will and  
 Testament of  
 Charles Edward  
 Tennakoon  
 attested by  
 C. S. Leitan  
 27.10.30

P14

**Last Will and Testament of Charles Edward Tennakoon  
 attested by C. S. Leitan**

*Translation*

No. 55587

*Last Will and Testament*

The Last Will and Testament of me Charles Edward Tennakoon Dissawa of Dambeliyadda Walawwa in Dewamedi Korale of Dewamedi Hath Pattu in the District of Kurunegala of North Western Province is as follows :—

10

I the said Charles Edward Tennakoon Dissawa do hereby revoke and annul all Last Wills and Testaments, Codicils and other instruments of the like nature whatsoever heretofore made by me and declare this to be my Last Will and Testament.

1. It is hereby enjoined that Walawwewatta situate at Dambeliyadda aforesaid belonging to me and all the plantations etc. thereon and the Walawwa and all other houses and buildings standing thereon shall devolve on my grand daughter Kandedgedara Wijesundera Gunaratne Tennakoon Heratmudiyanse Ralahamillage Nandawathie Enid Tennakoon Kumarihamy and grandson Kandedgedara Wijesundara Gunaratne Tennakoon Heratmudiyanse Ralahamillage Charles Ennoruwa Tennakoon Bandara Mahatmaya in equal shares. 20

2. It is hereby enjoined that the Walawwewatta, Godellehena Meegahamulahena, Ihalacumbure Pillewa, Atuwagawewatta and Mahawatta situate at Ennoruwa in Yatikaha Korale of Katugampola Hath Pattu belonging to me upon the Decree in Case No. 11671 of the District Court of Kurunegala and all the plantations etc. and houses and buildings standing thereon shall devolve on my four grandchildren, Edward Reginald Dias Bandaranayake, Flora Leelawathie Dias Bandaranayake, Ethel Rupawathie Dias Bandaranayake and Indrani Dias Bandaranayake in equal shares. 30

3. It is hereby enjoined that the gold ring bearing letters "C.E.T." and the gold ring set with an emerald both belonging to me, the gold necklace donated to Mudaliyar Jayatillake by His Royal Highness the Prince of Wales and now belonging to me, the gold watch chain belonging to me, the Nalal-pataya (forehead badge) granted to me by Government for the rank of Dissawa and the gold necklace and medal thereof presented to me by headman at the time I resigned from office shall devolve on my said grandson Charles Ennoruwa Tennakoon Bandara Mahatmaya. 40

4. It is hereby enjoined that the ornaments, buttons and signet ring pertaining to my office already given by me to my son-in-law the Honourable Mr. Godfrey Edward Madawala, Councillor, shall devolve on him the said Honourable Mr. Godfrey Edward Madawala, Councillor.

P14  
Last Will and  
Testament of  
Charles Edward  
Tennakoon  
attested by  
C. S. Leitan  
27.10.30—  
*Continued*

5. It is hereby enjoined that another signet ring belonging to me shall devolve on my son-in-law Augustin Marambe, Ratemahatmaya.

6. It is hereby enjoined that the elephants, tuskers, oxen and buffaloes which I am now or hereafter may become entitled to and  
10 the Citroen Car belonging to me shall be sold by the two executors of this Last Will and Testament and the proceeds be spent for the betterment of my said grand daughter and grandson Nandawathie Enid Tennakoon Kumarihamy and Charles Ennoruwa Tennakoon Bandara Mahatmaya.

7. It is hereby enjoined that all the remaining movable and immovable property which I am now or hereafter may become entitled to shall devolve on my said grand daughter and grand son Nandawathie Enid Tennakoon Kumarihamy and Charles Ennoruwa Tennakoon Bandara Mahatmaya in equal shares.

20 8. It is hereby enjoined that in the event of either of my said grand daughter and grand son Nandawathie Enid Tennakoon Kumarihamy and Charles Ennoruwa Tennakoon Bandara Mahatmaya dying without issue, the share of property bequeathed on the person (she or he) so dying shall devolve in entirety on the person (he or she) who may survive the other.

9. It is hereby enjoined that in the event of both of my said grand daughter and grand son Nandawathie Enid Tennakoon Kumarihamy and Charles Ennoruwa Tennakoon Bandara Mahatmaya dying without issue, all the property bequeathed on the said two persons  
30 shall devolve on their father and my son Charles Wilmot Tennakoon Bandara Mahatmaya and then the said Charles Wilmot Tennakoon Bandara Mahatmaya's wife Millicent Eva Tennakoon Kumarihamy, who is to be appointed the executrix of this Last Will and Testament, shall be entitled only to possess and enjoy an exact half share of the produce and income derived from the said property.

10. It is hereby enjoined that when the said property, by reason of the issueless death of the said Nandawathie Enid Tennakoon Kumarihamy and Charles Ennoruwa Tennakoon Bandara Mahatmaya devolves on the said Charles Wilmot Tennakoon Bandara Mahatmaya  
40 in terms of the ninth clause herein if he happens to be not living or

P14  
 Last Will and  
 Testament of  
 Charles Edward  
 Tennakoon  
 attested by  
 C. S. Leitan  
 27.10.30—  
*Continued*

otherwise in the event of his dying after the devolution of the said property on him as aforesaid then the said property shall devolve on the paternal heirs of the Charles Wilmot Tennakoon Bandara Mahatmaya subject to the life interest of the said Millicent Eva Tennakoon Kumarihamy mentioned in the ninth clause herein over her half share.

11. It is hereby enjoined that my wife Navinne Rajapakse Mudiyansele Bandara Menike and my daughter-in-law the said Millicent Eva Tennakoon Kumarihamy shall be entitled to reside in the aforesaid Dambeliyadde Walawwa until their deaths without any 10 objection or hindrance whatsoever and only so long as they shall reside in the said Walawwa, the said Millicent Eva Tennakoon Kumarihamy shall be entitled, according to her pleasure, to spend for the food and drinks, dresses and wearing apparel and sicknesses of the said two persons out of the income derived from the said Walawwewatta and the fields situate at the villages called Dambeliyadde Alutgama and Gonnawa belonging to me.

12. My son-in-law the Honourable Mr. Godfrey Edward Madawala, Councillor, of Kurunegala and my daughter-in-law Millicent Eva Tennakoon Kumarihamy of Dambeliyadda aforesaid 20 are hereby appointed to be the executors of this Last Will and Testament.

13. And the said Nandawathie Enid Tennakoon Kumarihamy and Charles Ennoruwa Tennakoon Bandaramahatmaya being minors, the said Honourable Mr. Godfrey Edward Madawala, Councillor and Millicent Eva Tennakoon Kumarihamy are hereby appointed to be the Guardians of the said two minors until they shall attain their full ages.

14. It is hereby enjoined that after the death of the said Charles Wilmot Tennakoon Bandara Mahatmaya, the husband of the 30 said Millicent Eva Tennakoon Kumarihamy or in the event of a lawful dissolution of the marriage between them, if she were to enter into another matrimony, then immediately thereafter all the right title and interest vested in the said Millicent Eva Tennakoon Kumarihamy by this Last Will and Testament shall become void and of no effect and she shall not be entitled to exercise her said rights nor shall she be entitled to do anything with respect to the said property.

In witness whereof I the said Testator Charles Edward Tennakoon Dissawa have set my signature unto two writings of the same tenor as these presents at Kurunegala on twenty-seventh day of October, 40 1930.

We the witnesses to the foregoing  
 Last Will and Testament do hereby  
 declare that in our presence the said  
 Testator Mr. Charles Edward Tenna-  
 koon Dissawa having acknowledged  
 the foregoing to be his true Last Will  
 and Testament, the same was signed  
 by the said Testator Mr. Charles  
 Edward Tennakoon Dissawa and also  
 10 by us at his request in the presence of  
 one another all being present together  
 at the same time.

(Sgd.) C. E. TENNAKOON

P14  
 Last Will and  
 Testament of  
 Charles Edward  
 Tennakoon  
 attested by  
 C. S. Leitan  
 27.10.30—  
*Continued*

(Sgd.) H. K. T. de SILVA.

(Sgd.) P. M. P. RATNAYAKE.

(Sgd.) C. S. LEITAN,  
*Notary Public.*

I, Kurukulasuriya Charles Stephen Leitan of Kurunegala in the  
 Island of Ceylon Notary Public do hereby certify and attest that the  
 foregoing Last Will and Testament in the presence of the witnesses  
 20 hereto: Hiddadure Karunamuni Thosatiratne de Silva, Doctor, who  
 has illegibly signed in English and Patiraja Mudiyansele Punched  
 Nilame Ratnayake, Proctor, who has also illegibly signed in English  
 both of Kurunegala who are known to me having been read over  
 and explained by me to the said Testator Mr. Charles Edward  
 Tennakoon Dissawa who has illegibly signed in English who is known  
 to me and said to be known by the said witnesses, the same was  
 signed by the said Testator and witnesses in my presence and in the  
 presence of one another all being present at the same time at Kurune-  
 gala on the Twenty-seventh day of October, in the year One thousand  
 30 Nine hundred and Thirty.

And I do hereby further certify and attest that in line 42 on page 2  
 of the original hereof the word "Tennakoon" was interpolated  
 before this Last Will and Testament was read over and explained  
 to the said Testator, Dissawa.

Attested on the 27th day of October, 1930.

(Sgd.) C. S. LEITAN,  
*Notary Public.*

(SEAL)

P14  
Last Will and  
Testament of  
Charles Edward  
Tennakoon  
attested by  
C. S. Leitan  
27.10.30—  
*Continued*

Translated by

E. W. KIRTHISENA,  
*Sworn Translator.*

True copy of Translation of Last Will filed in D.C. Kurunegala  
Testamentary Case No. 4066.

(Sgd.) .....  
*Secretary.*  
21.9.45.

(SEAL)

P7  
Counterfoil  
Book of Rent  
Receipts

P7

10

**Counterfoil Book of Rent Receipts**

No. 278.

Received from Messrs. S. M. J. Fernando & Co., Chilaw, the  
sum of Rupees Ten being Rent of the House No. .... situate in  
Hettipola for the month of November, 1930.

Rs. 10.

Date : December 1st, 1930.

No. 279.

Received from Mr. Thomis Singho, Baker, Hettipola, the sum of  
Rupees Ten being Rent of the House No. .... situate in Hettipola 20  
for the month of November, 1930.

Rs. 10.

Date : December 1st, 1930.

No. 280.

Received from Mr. Aruman Barber the sum of Rupees Four  
being Rent of the House No. .... situate in Hettipola for the month  
of November, 1930.

Rs. 4.

Date : December 1st, 1930.

No. 281.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of  
Rupees Sixty being Rent of the House No. .... situate in Puttalam  
Road Kurunegala for the month of November, 1930.

Rs. 60.

Date : December 1st, 1930.

No. 282.

Received from Mr. P. Aronis Fernando, Kurunegala, the sum of Rupees Seventy-five being Rent of the Houses Nos. 13 and 14 situate in Esplanade Street, Kurunegala, for the month of November, 1930.

Rs. 75.

Date : December 1st, 1930.

No. 283.

Received from Mr. G. E. D. Malawane, The Oriental Bakery, Kurunegala, the sum of Rupees Hundred being Rent of the Houses  
10 Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of November, 1930.

Rs. 100.

Date : December 1st, 1930.

No. 284.

Received from Thomis Singho, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of October, 1930.

Rs. 10.

Date : November 1st, 1930.

20 No. 285.

Received from Thomis Singho, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of December, 1930.

Rs. 10.

Date : January 1st, 1931.

No. 286.

Received from Messrs. S. M. J. Fernando & Co., Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of December, 1930.

Rs. 10.

30 Date : January 1st, 1931.

No. 287.

Received from G. D. E. Malawane, Kurunegala, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of December, 1930.

Rs. 100.

Date : January 1st, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 288.

Received from Mr. P. Aronis Fernando, Kurunegala, the sum of Rupees Seventy-five being Rent of the Houses Nos. 13 and 14 situate in Esplanade Street, Kurunegala, for the month of December, 1930.

Rs. 75.

Date : January 1st, 1931.

No. 289.

Received from P. E. de Kretzer, Esq., Puttalam Road, Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of January, 1931.

Rs. 60.

Date : February 1st, 1931.

No. 299.

Received from Thomis Singho, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of January, 1931.

Rs. 10.

Date : February 1st, 1931.

No. 300.

Received from Messrs. S. M. J. Fernando & Co., Chilaw, the sum of Rupees Ten being Rent of the House No.....situate in Hettipola for the month of January, 1931.

Rs. 10.

Date : February 1st, 1931.

No. 301.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of December, 1930.

Rs. 60. 30

Date : January 1st, 1931.

No. 302.

Received from G. E. de Malawane, Esplanade Street, Oriental Bakery, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of January, 1931.

Rs. 100/-

Date : February 1st, 1931.



No. 303.

Received from Mr. Aronis P. Fernando, Kurunegala, the sum of Rupees Seventy-five being Rent of the Houses Nos. 13 and 14 situate in Esplanade Street, Kurunegala, for the month of January, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
Continued

Rs. 75.

Date : February 1st, 1931.

No. 304.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of February, 1931.

Rs. 60.

Date : March 1st, 1931.

No. 305.

Received from S. M. Fernando & Co., Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of February, 1931.

Rs. 10.

Date : March 1st, 1931.

No. 306.

Received from Mr. Thomis Singho, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No. .... situate in Hettipola for the month of February, 1931.

Rs. 10.

Date : March 1st, 1931.

No. 307.

Received from Mr. P. Aronis Fernando, Esplanade Street, Kurunegala, the sum of Rupees Seventy-five being Rents of the Houses Nos. 13 and 14 situate in Esplanade Street, Kurunegala, for the month of February, 1931.

Rs. 75.

30 Date : March 1st, 1931.

No. 308.

Received from Mr. G. E. D. Malawane, Esplanade Street, Kurunegala, the sum of Rupees Hundred being Rents of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of February, 1931.

Rs. 100.

Date : March 1st, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 309.

Received from Mr. G. E. D. Malawane, The Oriental Bakery, Kurunegala, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of March, 1931.

Rs. 100.

Date : April 1st, 1931.

No. 310.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Seventy being Rent of the House No. . . . . situate in Puttalam 10 Road, Kurunegala, for the month of March, 1931.

Rs. 60.

Date : April 1st, 1931.

No. 311.

Received from Mr. William de Silva, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No. 13 situate in Esplanade Street, Kurunegala, for the month of March, 1931.

Rs. 35.

Date : April 1st, 1931.

No. 312.

Received from Mr. P. Aronis Fernando, Esplanade Street, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No. 14, situate in Esplanade Street, Kurunegala, for the month of March, 1931.

Rs. 35.

Date : April 1st, 1931.

No. 313.

Received from Mr. Thomis Singho, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No. . . . . situate in Hettipola for the month of March, 1931.

Rs. 10.

Date : April 1st, 1931.

No. 314.

Received from Messrs. S. M. J. Fernando & Co., Chilaw, the sum of Rupees Ten being Rent of the House No. . . . . situate in Hettipola for the month of March, 1931.

Rs. 10.

Date : April 1st, 1931.

No. 315.

Received from Mr. G. E. D. Malawane, The Oriental Bakery, Kurunegala, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of April, 1931.

Rs. 100.

Date : May 1st, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

No. 316.

Received from P. E. de Kretzer, Esquire, Kurunegala, the sum of  
10 Rupees Seventy being Rent of the House No. . . . . situate in Puttalam Road, Kurunegala, for the month of April, 1931.

Rs. 70.

Date : May 1st, 1931.

No. 317.

Received from Mr. William de Silva, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No. 13 situate in Esplanade Street, Kurunegala, for the month of April, 1931.

Rs. 35.

Date : May 1st, 1931.

20 No. 318.

Received from Mr. T. Aronis Fernando, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No. 14 situate in Esplanade Street, Kurunegala, for the month of April, 1931.

Rs. 35.

Date : May 1st, 1931.

No. 319.

Received from Messrs. S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No. . . . . situate in Hettipola for the month of April, 1931.

30 Rs. 10.

Date : May 1st, 1931.

No. 320.

Received from Edwin Appu, Baker, Hettipola, the sum of Rupees Twenty being Rent of the House No. . . . . situate in Hettipola for the months of March and April, 1931.

Rs. 20.

Date : May 1st, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 321.

Received from Edwin Appu, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of April, 1931.

Rs. 10.

Date : May 1st, 1931.

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No. 322.

Received from Messrs. S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of April, 1931.

Rs. 10.

Date : May 1st, 1931.

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No. 323.

Received from P. E. de Kretzer, Kurunegala, the sum of Rupees Seventy being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of May, 1931.

Rs. 70.

Date : June 1st, 1931.

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No. 324.

Received from Mr. William de Silva, Kurunegala, the sum of 20 Rupees Thirty-five being Rent of the House No..... situate in Esplanade Street, Kurunegala, for the month of May, 1931.

Rs. 35.

Date : June 1st, 1931.

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No. 325.

Received from Mr. P. Aronis Fernando, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No..... situate in Esplanade Street, Kurunegala, for the month of May, 1931.

Rs. 35.

Date : June 1st, 1931.

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No. 326.

Received from Mr. G. E. D. Malawane, Kurunegala, the sum of Rupees Hundred being Rent of the House No..... situate in Kurunegala for the month of May, 1931.

Rs. 100.

Date : June 1st, 1931.

No. 327.

Received from Mr. G. E. D. Malawane, Kurunegala, the sum of Rupees Hundred being Rent of the House No..... situate in Kurunegala for the month of June, 1931.

Rs. 100.

Date : July 1st, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 328.

Received from Mr. William de Silva, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No..... situate in Kurunegala for the month of June, 1931.

Rs. 35.

Date : July 1st, 1931.

No. 329.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Seventy being Rent of the House No..... situate in Kurunegala for the month of June, 1931.

Rs. 75.

Date : July 1st, 1931.

No. 330.

Received from Messrs. S. M. Fernando & Co., Puttalam and Chilaw the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of June, 1931.

Rs. 10.

Date : July 1st, 1931.

No. 331.

Received from Edwin Appu, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of June, 1931.

Rs. 10.

Date : July 1st, 1931.

No. 332.

Received from Edwin Appu, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of July, 1931.

Rs. 10.

Date : August 1st, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 333.

Received from Messrs. S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of July, 1931.

Rs. 10.

Date : August 1st, 1931.

No. 334.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Seventy being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of July, 1931.

Rs. 70. <sup>10</sup>

Date : August 1st, 1931.

No. 335.

Received from C. D. E. Malawane, Kurunegala, the sum of Rupees Hundred being rent of the house No.....situate in Kurunegala for the month of July, 1931.

Rs. 100.

Date : August 1st, 1931.

No. 336.

Received from Edwin Appu, Baker, Hettipola, the sum of <sup>20</sup> Rupees Ten being Rent of the House No..... situate in Hettipola for the month of August, 1931.

Rs. 10.

Date : September 1st, 1931.

No. 336.

Received from Messrs. S. M. J. Fernando & Co., Chilaw, and Puttalam, the sum of Rupees Ten being Rent of the House No. .... situate in Hettipola for the month of August, 1931.

Rs. 10.

Date : September 1st, 1931.

30

No. 337.

Received from Mr. G. E. D. Malawane, Baker, Esplanade Street, Kurunegala, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of August, 1931.

Rs. 100.

Date : September 1st, 1931.

No. 338.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Seventy-five being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of August, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

Rs. 75.

Date : September 1st, 1931.

No. 339.

Received from Mr. G. E. D. Malawane, Kurunegala, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of September, 1931.

Rs. 100.

Date : October 1st, 1931.

No. 340.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road for the month of September, 1931.

Rs. 60.

Date : October 12th, 1931.

No. 341.

Received from Edwin Appu, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola, for the month of September, 1931.

Rs. 10.

Date : October 1st, 1931.

No. 342.

Received from Messrs. S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of September, 1931.

Rs. 10.

Date : October 1st, 1931.

No. 343.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of October, 1931.

Rs. 60.

Date : November 1st, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 344.

Received from Mr. G. E. D. Malawane, Kurunegala, the sum of Rupees Hundred being Rent of the House No..... situate in Esplanade Street, Kurunegala, for the month of October, 1931.

Rs. 100.

Date : November 1st, 1931.

No. 345.

Received from Edwin Appu, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of October, 1931.

10

Rs. 10.

Date : November 1st, 1931.

No. 346.

Received from Messrs. S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of October, 1931.

Rs. 10.

Date : November 1st, 1931.

No. 347.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of November, 1931.

Rs. 60.

Date : December 1st, 1931.

No. 348.

Received from Mr. G. E. D. Malawane, Kurunegala, the sum of Rupees Hundred being Rent of the House No..... situate in Esplanade Street, Kurunegala, for the month of November, 1931.

Rs. 100.

Date : December 1st, 1931.

30

No. 349.

Received from V. Sangiri, Barber, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No. 14 situate in Esplanade Street, Kurunegala, for the month of November, 1931.

Rs. 35.

Date : December 3rd, 1931.



No. 350.

Received from Messrs. S. M. J. Fernando & Co., Puttlam and Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of November, 1931.

Rs. 10.

Date : December 1st, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

No. 351.

Received from Edwin Appu, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of November, 1931.

Rs. 10.

Date : December 1st, 1931.

No. 352.

Received from Mr. G. E. D. Malawane, Kurunegala, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of December, 1931.

Rs. 100.

Date : December 1st, 1931.

No. 353.

Received from V. Sangiri, Barber, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No. 14 situate in Esplanade Street, Kurunegala, for the month of November, 1931.

Rs. 35.

Date : December 1st, 1931.

No. 354.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of November, 1931.

Rs. 60.

Date : December 1st, 1931.

No. 355.

Received from S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola, for the month of November, 1931.

Rs. 10.

Date : December 1st, 1931.

P7  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 356.

Received from Edwin Appu, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of November, 1931.

Rs. 10.

Date : December 1st, 1931.

No. 357.

Received from Edwin Appu, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of January, 1932.

10

Rs. 10.

Date : February 1st, 1932.

No. 358.

Received from S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of January, 1932.

Rs. 10.

Date : February 1st, 1932.

No. 359.

Received from Mr. G. E. D. Malawane, Kurunegala, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of January, 1932.

Rs. 100.

Date : February 1st, 1932.

No. 360.

Received from V. Sangiri, Barber, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No. 12 situate in Esplanade Street, Kurunegala, for the month of January, 1932.

Rs. 35.

Date : February 1st, 1932.

30

No. 361.

Received from P. E. de Kretzer, Esq., Puttalam Road, Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of January, 1932.

Rs. 60.

Date : February 1st, 1932.

No. 362.

Received from S. M. J. Fernando & Co., Puttalam and Chilaw the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of February, 1932.

Rs. 10.

Date : March 1st, 1932.

P7  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

No. 358.

Received from G. E. D. Malawane, Baker, Kurunegala, the sum of Rupees Hundred being Rent of the Houses Nos. 11 and 12 situate in Esplanade Street, Kurunegala, for the month of February, 1932.

Rs. 100.

Date : March 1st, 1932.

No. 359.

Received from V. Sangiri, Barber, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No. 14 situate in Esplanade Street, Kurunegala, for the month of February, 1932.

Rs. 35.

Date : March 1st, 1932.

20 No. 360.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of February, 1932.

Rs. 60.

Date : March 1st, 1932.

No. 361.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of March, 1932.

Rs. 60.

30

Date : April 1st, 1932.

No. 362.

Received from Mr. G. E. de Malawane, Esplanade Street, the sum of Rupees Hundred being Rent of the House No..... situate in Esplanade Street, Kurunegala, for the month of March, 1932.

Rs. 100.

Date : April 1st, 1932.

P7  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 363.

Received from V. Sangiri, Barber, Esplanade Street, the sum of Rupees Thirty-five being Rent of the House No. 14 situate in Esplanade Street, Kurunegala, for the month of March, 1932.

Rs. 35.

Date : April 1st, 1932.

No. 364.

Received from Rosamali, Esplanade Street, Kurunegala, the sum of Rupees Thirty being Rent of the House No. 13 situate in Esplanade Street, Kurunegala, for the month of March, 1932. 10

Rs. 35.

Date : April 1st, 1932.

No. 365.

Received from S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of March, 1932.

Rs. 10.

Date : April 1st, 1932.

No. 366.

Received from S. M. J. Fernando & Co., Puttalam and Chilaw, 20 the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of April, 1932.

Rs. 10.

Date : May 1st, 1932.

No. 367.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of April, 1932.

Rs. 60.

Date : May 1st, 1932. 30

No. 377.

Received from V. Sangiri, Barber, Esplanade Street, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No. 14 situate in Esplanade Street, Kurunegala, for the month of April, 1932.

Rs. 35.

Date : May 1st, 1932.

No. 378.

Received from S. M. Rosamali, Esplanade Street, Kurunegala, the sum of Rupees Thirty being Rent of the House No. 13 situate in Esplanade Street, Kurunegala, for the month of April, 1932.

Rs. 30.

Date : May 1st, 1932.

No. 379.

Received from S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No. .... situate in  
10 Hettipola for the month of May, 1932.

Rs. 10.

Date : June 1st, 1932.

No. 380.

Received from Thomis Singho, Baker, Hettipola, the sum of Rupees Thirty being Rent of the House No. .... situate in Hettipola for the month of February, March and April, 1932.

Rs. 30.

Date : May 26th, 1932.

No. 381.

Received from V. Sangiri, Barber, Esplanade Street, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No. 14 situate in Esplanade Street, Kurunegala, for the month of May, 1932.

Rs. 35.

Date : June 5th, 1932.

No. 382.

Received from S. M. Rosamali, Esplanade Street, Kurunegala, the sum of Rupees Thirty being Rent of the House No. 13 situate in Esplanade Street, Kurunegala, for the month of May, 1932.

Rs. 30.

30 Date : June 5th, 1932.

No. 383.

Received from P. E. de Kretzer, Kurunegala, the sum of Rupees Sixty being Rent of the House No. .... situate in Puttalam Road, Kurunegala, for the month of May, 1932.

Rs. 60.

Date : June 15, 1932.

P7

Counterfoil  
Book of Rent  
Receipts—  
Continued

P7  
Counterfoil  
Book of Rent  
Receipts—  
Continued

No. 384.

Received from S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of June, 1932.

Rs. 10.

Date : July 1st, 1932.

No. 385.

Received from Thomis Singho, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No:.... situate in Hettipola for the month of May, 1932.

Rs. 10. 10

Date : June 1st, 1932.

No. 386.

Received from Thomis Singho, Baker, Hettipola, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of June, 1932.

Rs. 10.

Date : July 1st, 1932.

No. 387.

Received from V. Sangiri, Barber, Esplanade Street, Kurunegala, 20 the sum of Rupees Thirty-five being Rent of the House No. 14 situate in Esplanade Street, Kurunegala, for the month of June, 1932.

Rs. 35.

Date : July 1st, 1932.

No. 388.

Received from S. M. Rosamali, Esplanade Street, the sum of Rupees Thirty being Rent of the House No. 13 situate in Esplanade Street, Kurunegala, for the month of June, 1932.

Rs. 30.

Date : July 1st, 1932.

30

No. 389.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of June, 1932.

Rs. 60.

Date : July 1st, 1932.

No. 390.

Received from P. E. de Kretzer, Esq., Kurunegala, the sum of Rupees Sixty being Rent of the House No..... situate in Puttalam Road, Kurunegala, for the month of July, 1932.

Rs. 60.

Date : August 1st, 1932.

P7  
Counterfoil  
Book of Rent  
Receipts—  
*Continued*

No. 391.

Received from V. Sangiri, Barber, Kurunegala, the sum of Rupees Thirty-five being Rent of the House No..... situate in  
10 Esplanade Street, Kurunegala, for the month of July, 1932.

Rs. 35.

Date : August 1st, 1932.

No. 392.

Received from S. M. Rosamalie, Esplanade Street, Kurunegala, the sum of Rupees Thirty being Rent of the House No..... situate in Esplanade Street for the month of July, 1932.

Rs. 30.

Date : August 1st, 1932.

No. 393.

Received from S. M. J. Fernando & Co., Puttalam and Chilaw, the sum of Rupees Ten being Rent of the House No..... situate in Hettipola for the month of July, 1932.

Rs. 10.

Date : August 1st, 1932.

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**P3**

**Letter written by C. W. Tennakoon**

P3  
Letter written  
by C. W.  
Tennakoon  
(Undated)

Don't you think that you are now responsible for my deeds ? It is high time that I should have got them. There is no necessity for you to keep me in suspense.

30 I shall thank you to send my Silver Box with the chain attached to it.

I have more to say, but I shall do so later on—Let things be done in an amicable way.

P3  
Letter written  
by C. W.  
Tennakoon  
(Undated)—  
*Continued*

I am sorry I did not get my rice for this month, as you promised to do so. I know your mind is in a pickle—Cannot be helped as you have taken everything to your shoulders.

(Sgd.) Illegibly

(In the back of the letter written)  
Mrs. C. W. TENNEKOON.

P3A  
Envelope  
addressed to  
Mrs. C. W.  
Tennakoon  
(Undated)

**P3A**  
**Envelope addressed to Mrs. C. W. Tennakoon**

(An envelope addressed)  
Mrs. C. W. TENNAKOON.

10

P6  
Letter written  
by C. W.  
Tennakoon  
to the  
Commissioner  
of Stamps  
1.4.35

**P6**  
**Letter written by C. W. Tennakoon to the Commissioner  
of Stamps**

Dambaliyadda Walawwa,  
Wariyapola,  
Via Kurunegala,  
1st April, 1935.

Estate No. ED/T 3 District Court Kurunegala.  
Testamentary Case No. 4066.  
C. E. Tennakoon Dissawa—deceased.

20

Sir,

With reference to your letter No. A.J.1100 of 27th February, 1935, I beg to state that the Assessment I am asked to pay is excessive.

The assessments were taken at a time when land values were about three times the present values.

My income from the properties of which I only have a life-interest is barely sufficient for my maintenance.

I would therefore request you to be so good as to cause a reduction in the assessments.

Thanking you,

30

I am, Sir,  
Your obedient servant,  
(Sgd.) C. W. TENNAKOON.

C. W. TENNAKOON.

' True Copy '

Estate Duty Office,  
532, Galle Road, Kollupitiya,  
Colombo 3.

Sgd.) .....  
Assessor, Estate Duty.



P15

Probate

P15

Probate  
19.6.35

Nett Value of Estate Rs. 57,387.00.  
Estate Duty, Rs. 2,842.50.

PROBATE

IN THE DISTRICT COURT OF KURUNEGALA

Testamentary }  
Jurisdiction } No. 4066.

In the matter of the Estate of the late Charles Edward Tennakoon  
10 Dissawa deceased, of Dambeliyadda.

Be it known to all men that on the 21st day of October, 1932,  
the Last Will and Testament of Charles Edward Tennakoon Dissawa  
deceased, a copy of which is hereunto annexed, was exhibited, read,  
and proved before this Court, and administration of all the property  
and estate, rights, and credits of the deceased was and is hereby  
committed to Mrs. Millicent Eva Tennakoon of Dambeliyadda the  
executrix named in the said Last Will and Testament (the other  
Executor Godfrey Madawala being dead); the said Millicent Eva  
Tennakoon being first sworn faithfully to execute the said Will by  
20 paying the debts and legacies of the deceased Testator as far as the  
property will extent and the law will bind, and also to exhibit into  
this Court a true, full and perfect Inventory of the said property on or  
before the 26th day of June, 1935, and to file a true and just account  
of her executorship on or before the 10th day of July, 1935.

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 estate duty is payable, as  
assessed by the Commissioner of Stamps, amounts to Rs. 57,387 :—

And it is further certified that it appears by a certificate granted  
30 by the Commissioner of Stamps, and dated the 11th day of June,  
1935, that Rs. 2,842.50 on account of Estate Duty (and interest on  
such duty) has been paid.

Given under my hand and the seal of the Court this 19th day  
of June, 1935.

(Sgd.) JAMES JOSEPH,  
*District Judge.*

(SEAL)

True copy of Probate filed in D.C. Kurunegala case No. 4066/T.

(Sgd.) .....  
*Secretary,*  
District Court, Kurunegala.  
25th February, 1953.

P5  
 Letter written  
 by the  
 Commissioner  
 of Stamps to  
 M. E. Tenna-  
 koon  
 Kumarihamy  
 25.9.35

P5

**Letter written by the Commissioner of Stamps to  
 M. E. Tennakoon Kumarihamy**

When replying please quote reference : ED/T.3.

Department of Income Tax,  
 Estate Duty and Stamps,  
 (P. O. Box No. 515).

Colombo, 25th September, 1935.

Estate No. ED/T3.—D.C. Kurunegala.

Testamentary No. 4066.

10

C. E. Tennakoon Dissawa, (deceased).

Madam,

I have the honour to inform you that I am informed by Mr. C. W. Tennakoon that out of the 82 lands gifted to him by the deceased on Deed No. 5843 of the 29th June, 1919, the Gift of lands Nos. 28, 70, 71, 72, 77, 78, 79, 80, 81 and 82 were revoked by Deed No. 13796 of 2.8.29 and that the gift of lands Nos. 1, 2, 3, 14, 15, 16, 17, 18, 19, 22, 24, 25, 26, 27, 29, 30, 36, 37, 38, 39, 40, 43, 44, 45, 49, 51, 52, 53, 54, 55, 56, 57, 59, 60, 61, 62, 63, 64, 65 and 66 was revoked by Deed No. 5558 of 27. 10. 30, and that he is now in possession of only 32 lands 20 while the other 50 lands are in your possession. If these statements are correct, the duty of the 50 lands referred to will have to be borne by you.

I shall be glad to know whether you agree.

I am, Madam,  
 Your obedient servant,

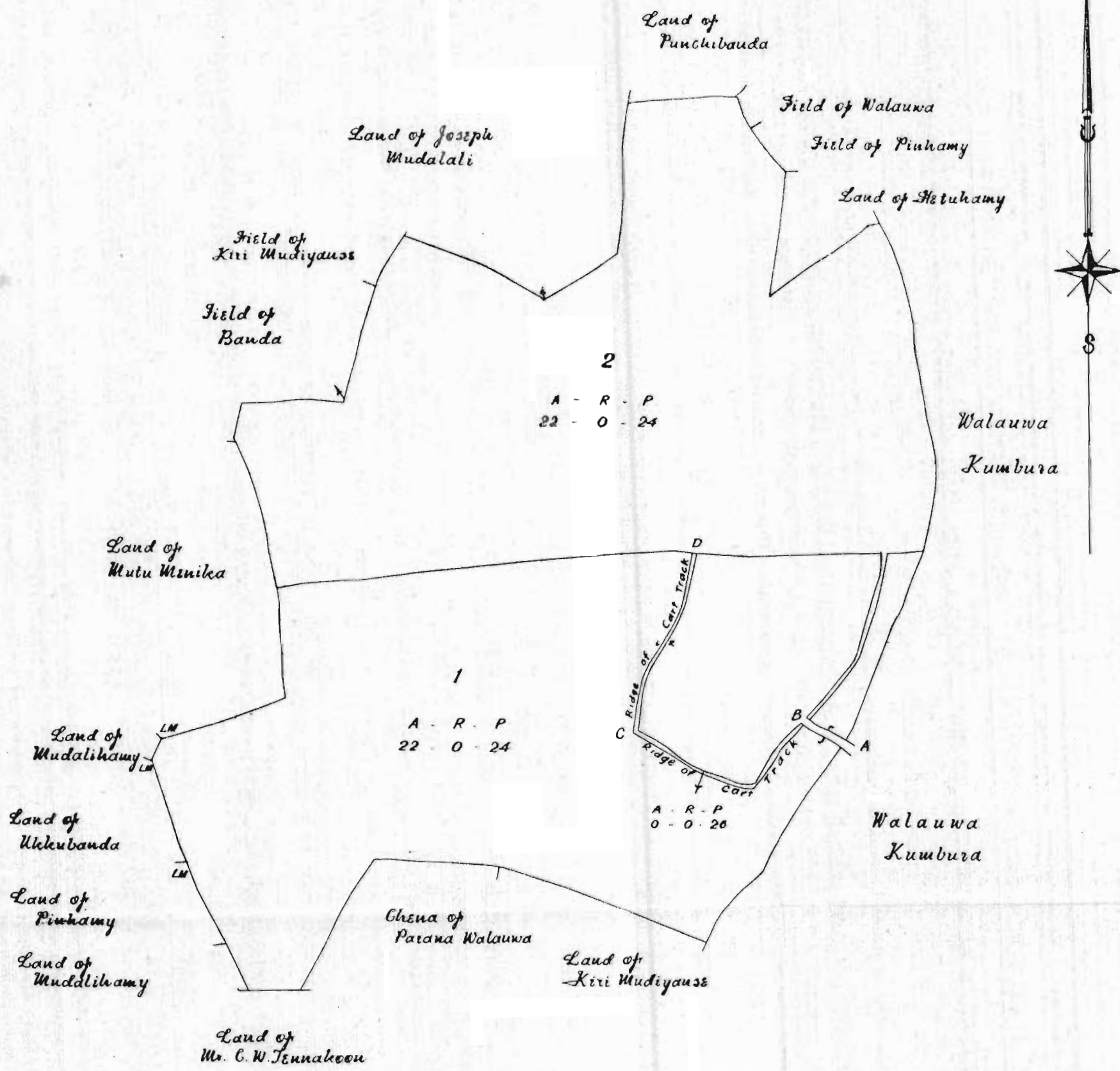
(Sgd.) .....

*For Acting Commissioner of Stamps.*

M. E. Tennakoon Kumarihamy,  
 Dambeliyadda Walauwa,  
 Wariyapola.

30

**PLAN No. 2462**



Scale of 4 Chains to an Inch

**PLAN**

of an Allotment of land called Walauwa Watta  
situated in the Village Dambeliyadda Walgampattu Korale  
of Devameddi Halpattu Kurunegala District

NORTH - WESTERN - PROVINCE

Boundaries as described in the above survey

Containing in Extent: Acres Forty Four, Roods One & Perches Thirty Four

Partitioned on the 27<sup>th</sup> day of July 1942

Sgd. G. A. De Silva  
Licensed Surveyor & Leveller

## DEED No. 651

*Land Registry, Kurunegala*

Registered D 288/235.

Kurunegala, 11th September, 1931.

Prior Registration D288/235.

No. 651

Transfer Rs. 50·00.

To all to whom these present shall come Christoffel Obeysekere of Kurunegala Town (called the Auctioneer).

P12  
Plan No. 2265  
made by  
Mr. G. A. de  
Silva,  
Transfer  
Deed No. 651,  
Conditions of  
Sale and  
Plan No. 2462  
29.12.41—  
*Continued*

10 Sends Greeting :—

Whereas Rajaguru Mudiyansele Punchirala of Dambeliyadda in Dewamedde Korale was entitled to the premises described in the schedule hereto.

And whereas the said Rajaguru Mudiyansele Punchirala of Dambeliyadda aforesaid became entitled in a sum of rupees five hundred (Rs. 500·00) by Mortgage Bond No. 14569 dated 5th January, 1927, and attested by N. J. C. Wijesekera, Notary Public of Kurunegala and to secure the payment of the said sum and interest thereon mortgaged and hypothecated the premises described in the  
20 schedule hereto.

And whereas Rajaguru Mudiyansele Ukkuamma of Erihabe in the aforesaid Korale assigned all the rights title interest and claim of the said Mortgage Bond, No. 14569 dated 5th January, 1927, to Charles Edward Tennakoon Dissawa of Dambeliyadda in Dewamedde Korale by Assignment of Mortgage Bond No. 3966 dated 19th September, 1928, and attested by M. T. Basnayaka, Notary Public.

And whereas the said Assignment of Mortgage Bond was put in suit by the said Charles Edward Tennakoon Dissawa of Dambeliyadda aforesaid in Case No. 15032 of the District Court of Kurunegala for  
30 the recovery of the said sum interest and costs.

And whereas the said Court by its decree dated the 18th August, 1930, declared the said premises specially bound and executable on the footing of the said bond.

And whereas by the said decree the said Christoffel Obeysekere was directed to carry out the sale of the said premises by Public Auction and was authorized to execute a conveyance in favour of the person who may become the purchaser thereof.

And whereas the said Auctioneer after due advertisement put the said premises for sale by Public Auction on the Fourteenth day  
40 of January One thousand Nine hundred and Thirty-one at Thalagasange, and at such sale the said Charles Edward Tennakoon Dissawa of Dambeliyadda aforesaid being the plaintiff and the highest bidder became and was declared the purchaser thereof at or for the price of rupees fifty (Rs. 50·00).

P12  
 Plan No. 2265  
 made by  
 Mr. G. A. de  
 Silva,  
 Transfer  
 Deed No. 651,  
 Conditions of  
 Sale and  
 Plan No. 2462  
 29.12.41—  
*Continued*

And whereas the said Court by its order dated the 18th day of May, 1931, confirmed the said sale of the said premises.

Now know ye and these present witness that the said Auctioneer in pursuance of the said agreement and in consideration of the said premises and exercises of the power and authority in him vested under and by virtue of the said decree and of the Order to Sell issued to him doth hereby grant convey assign transfer set over and assure unto the said Charles Edward Tennakoon Dissawa of Dambeliyadda aforesaid the premises more fully described in the schedule hereto together with all and singular fixtures privileges rights ease- 10  
 ments servitudes and appurtenances whatsoever to the said premises or any part thereof belonging or reputed to belong or appurtenant thereto and all the Estate Right Title Interest Claim and demand whatsoever thereof.

To have and to hold the said premises hereby granted conveyed expressed or intended so to be and every part thereof together with everything standing thereon unto the said Charles Edward Tennakoon Dissawa of Dambeliyadda aforesaid his heirs executors administrators and assigns for ever.

And the said Auctioneer doth hereby covenant and agree to and 20  
 with the said Charles Edward Tennakoon Dissawa of Dambeliyadda aforesaid that he hath now good right to convey the said premises in the manner aforesaid.

In witnesses whereof the said Christoffel Obeysekere of Kurunegala as Auctioneer as aforesaid do set his hand hereunto and to two others of the same tenor and date as these present on this Twenty-eighth day of August One thousand Nine hundred and Thirty-one at Kurunegala.

*Schedule*

An undivided seven twenty-fourth (7/24th) share of all these 30  
 contiguous allotments of land called Hitinawatta and chena of about fifteen kurunies kurakkan sowing extent its adjoining Asseddumecumbura of one amunam paddy sowing extent and its adjoining Egodawatta of about six seers kurakkan sowing extent and thatched house standing thereon situated at Thalgasange in Dewamedde Korale of Dewamedi Hath Pattu Kurunegala District, North-Western Province, and bounded on the North by the limit of the garden, field and chena of Ranhamy Aratchi, East by village limit of Bamunakotuwa, South by limit of the chena belonging to Yahapathhamy and others, fence of the garden of Ukkubanda and tank bund and West by fence of the 40  
 garden of Ranhamy Korale Aratchi.

*Witnesses :—*

(Sgd.) Illegibly.  
 (Sgd.) Illegibly.

(Sgd.) Illegibly.  
 (Sgd.) H. B. F. WANDURAGALA,  
*Notary Public.*

I, Herat Banda Francis Wanduragala of Kurunegala, Notary Public, do hereby certify and attest that the foregoing instrument having been duly read over by me the said Notary to the within named Christoffel Obeysekera the executant hereof who is known to me and who has signed illegibly in the presence of Tikiri Banda Kiribamune who has signed as T. B. Kiribamune and Kirimudiyanse Tennakoon who has signed as K. M. Tennakoon both of Kurunegala Town the subscribing witnesses hereto both of whom are known to me, the same was signed by the said executant and by the said  
 10 witnesses and also by me the said Notary in my presence and in the presence of one another all being present at the same time at Kurunegala on this Twenty-eighth day of August, One thousand Nine hundred and Thirty-one.

And I further certify and attest that in the original in page 1 in line 23 in "dated" last letter "d" was typed over "f" and in line 26 ninth word was struck off and in page 3 in line 13 in last word "e" was typed over another letter and in line 14 in the last word "m" was typed over another letter and in the duplicate in page 2 in line 6 in the word "thereof" a letter before "f" was struck off and in line 23  
 20 in second word last letter "d" was written over "s" and in line 24 in "Charles" "h" was typed over "j" and in line 28 in the last word 10th letter "d" was typed over "a" and in page 3 in line 1 "July" was struck off and "August" was interpolated before the foregoing instrument was read over by me as aforesaid and that the purchaser has been allowed credit in the said sum of rupees Fifty and the duplicate of this instrument bears a stamp of the value of rupee one and that the stamp was supplied by me.

(Sgd.) H. B. F. WANDURUGALA,  
*Notary Public.*

(SEAL)

30 Date of Attestation.

This 28th day of August, 1931.

No. 608

*Conditions of Sale*

Upon which Christoffel Obeysekere, Licensed Auctioneer, Kurunegala by virtue of Directions received from the District Court of Kurunegala in Case No. 15032 will put up for sale by public auction at the spot on the 14th day of January, 1931, after previous advertisement, the property hereinafter mentioned.

1. The highest bidder shall become the purchaser and in the  
 40 event of any dispute between two or more bidders as to their bid, the decision of the Auctioneer conducting the sale shall be final and the sale proceeded with.

P12

Plan No. 2265  
 made by  
 Mr. G. A. de  
 Silva,  
 Transfer  
 Deed No. 651,  
 Conditions of  
 Sale and  
 Plan No. 2462  
 29.12.41—  
*Continued*

P12  
 Plan No. 2265  
 made by  
 Mr. G. A. de  
 Silva,  
 Transfer  
 Deed No. 651,  
 Conditions  
 of Sale and  
 Plan No. 2462  
 29.12.41—  
*Continued*

2. The purchaser shall immediately after the sale pay the full amount of purchase where the same does not exceed One hundred Rupees ; and where it exceeds that sum he shall pay One tenth of the purchase amount.

3. The purchaser shall also at the same time pay to the Auctioneer, his commission at the rate of three per cent, the cost of publishing the sale as also the Notary's fees, value of stamps for Conditions of sale, the cost of drawing conditions, the clerk's fee and the Auctioneers' travelling expenses.

4. Where the purchase amount exceeds One hundred Rupees, 10 the purchaser shall furnish one or two good and sufficient sureties who shall sign an agreement with him for the payment of the balance purchase money on or before the Thirtieth day after the sale : and should that day fall on a public holiday or a Sunday then on the first office day next following.

5. In default of payment of the balance purchase money as mentioned in clause 4 herein the amount of deposit shall be forfeited, and such deposit shall be applied in the reduction of the claim of the Judgment creditor, and the property shall be re-sold at the risk of the purchaser and his sureties, who shall forfeit all claim benefit and 20 advantage in respect of this sale and the property and shall not be entitled to any advantage arising at such re-sale, but shall be liable in respect of any deficiency between it and the present sale.

6. The re-sale contemplated in clause 5 herein shall take place upon fresh notice as provided for the first sale in the Civil Procedure Code.

7. The Auctioneer conducting the sale has the right to reject the bid of any person if he is not satisfied with the *bona fides* of the bidder and his ability to pay the required amount of deposit ; and he shall continue the sale as if no such bid had been made. 30

8. Should the highest bidder, on been declared the purchaser, fail to immediately pay the required amount and furnish satisfactory sureties for the payment of the balance, then the next highest bidder may be declared the purchaser and be called upon to pay the required amount and furnish sureties as aforesaid ; and in the same manner the other bidder in turn ; and each person failing to make such payment and furnish sureties as aforesaid shall be bound to pay the difference between the amount of his bid and the sum finally settled at the sale. The Auctioneer conducting the sale may, however, in the event of default of the highest bidder, instead of declaring the next highest 40 bidder the purchaser, immediately put up the property for sale afresh,

or postpone the sale, in which latter event the property shall again be advertised as previously.

9. If the price for which the property is finally sold at the second or any subsequent sale is not less than the first sale, then the money deposited by the purchaser at the first and other sales, which preceded the final sale, shall be paid to the execution creditor in satisfaction, *pro tanto*, of the judgment, and in the event of such judgment being so satisfied and any surplus remaining, such surplus shall, after deducting any expenses consequent on the sale, be paid  
10 to the judgment debtor.

10. The differences between the biddings of any person failing to make payment and furnish sureties as mentioned in clause 8, and the amount finally settled at the sale; and also the difference between the amount of the final sale and the amounts of previous sales shall be added to the purchase money of the final sale.

11. The Auctioneer does not warrant and defend this sale.

12. The purchaser shall pay the cost of preparing a plan or figure of survey of the premises sold and of the transfer in his favour.

13. The purchaser shall also pay poundage on the purchase  
20 amount.

14. All bids are subject to acceptance or rejection by the District Judge at his sole discretion.

The Auctioneer shall submit his report to Court within five days from date of sale and shall also at the time deposit in Court the purchase money recovered at the sale.

16. The Auctioneer is prohibited from recovering the balance purchased money.

#### *Description of Property*

30 An undivided seven twenty-fourth (7/24th) share of all those contiguous allotments of land called Hitinawatta and Chena of About Fifteen Kurunies Kurakkan sowing in extent its adjoining Asseddumecumbra of one amunam paddy sowing extent and its adjoining Egodawatta of about six seers Kurakkan sowing extent and thatched house standing thereon situated at Thalgasange in Dewamedi Korale of Dewamedi Hath Pattu, Kurunegala District, North Western Province and bounded on the North by the limit of the garden field and chena of Ranhamy Aratchi, East by village limit of Bamunakotuwa,

P12

Plan No. 2265  
made by  
Mr. G. A. de  
Silva,  
Transfer  
Deed No. 651,  
Conditions  
of Sale and  
Plan No. 2462  
29.12.41—  
*Continued*



P12  
Plan No. 2265  
made by  
Mr. G. A. de  
Silva  
Transfer  
Deed No. 651,  
Conditions of  
Sale and  
Plan No. 2462  
29.12.41—  
*Continued*

South by limit of the chena belonging to Yahapathamy and others, fence of the garden of Ukku Banda and Tank Bund and West by fence of the garden of Ranhamy Korale Aratchi.

I, Christoffel Obeysekere, Licensed Auctioneer, Kurunegala, do hereby declare that Wijekoon Rajaguru Mudiyansele Dingiri Banda of Dambeliyadda on behalf of Charles Edward Tennakoon Dissawa the plaintiff became the purchaser of the said premises for the sum of Rupees Fifty and that the said Wijekoon Rajaguru Mudiyansele Dingiri Banda on behalf of the said plaintiff was allowed credit in the said sum of rupees fifty in full payment of the purchase money 10 aforesaid. This Fourteenth day of January, 1931.

(Sgd.) Illegibly.  
*Auctioneer.*

I, Wijekoon Rajaguru Mudiyansele Dingiri Banda of Dambeliyadda on behalf of the said Charles Edward Tennakoon Dissawa the plaintiff do hereby acknowledge that I have this day purchased the said premises for the sum of Rupees Fifty on behalf of the plaintiff Charles Edward Tennakoon Dissawa of Dambeliyadda in terms of the aforesaid conditions and I bind myself for the due performance thereof.

20

Fourteenth January, 1931.

(Sgd.) in Sinhalese.  
DINGIRI BANDA.

*Witnesses :*

We declare that we are well acquainted with the parties abovenamed and know their proper names occupation and address.

(Sgd.) in Sinhalese PUNCHIRALA.

30

(Sgd.) R. M. K. BANDA.

Sgd.) H. B. F. WANDURAGALA,  
*Notary Public.*

I, Herat Banda Francis Wanduragala of Kurunegala, Notary Public, do hereby certify and attest that the foregoing instrument having been duly read over and explained by the said Christoffel Obeysekere who has signed illegibly and explained by me the said Notary to the within named Wijekoon Rajaguru Mudiyansele Dingiri Banda who has signed in Sinhalese characters both of whom are known to me the Auctioneer, and the purchaser above-named, in the 40

presence of Rajaguru Mudiyansele Punchirala who has signed in Sinhalese characters and Rajaguru Mudiyansele Kalu Banda who has signed as R. M. K. Banda both of Dambeliyadda in Dewamede Korale, the subscribing witnesses hereto both of whom are known to me, the same was signed by them and by the said witnesses and by me, the said Notary in the presence of each other, all being present at the same time at Thalgasange on this Fourteenth day of January One Thousand Nine hundred and Thirty-one.

P12  
Plan No. 2265  
made by  
Mr. G. A. de  
Silva,  
Transfer  
Deed No. 651,  
Conditions  
of Sale and  
Plan No. 2462  
29.12.41—  
*Continued*

I further certify and attest that in the duplicate in page two in 10 line 21 in "twenty" "y" was typed over an erased letter and in line 30 in second word 10th letter "u" was typed over an erased letter and both in the original and in the duplicate in page three the lines 8, 25, 26, 27, 28, 29 and 30 were struck off and in lines 9 "in part" was struck off and in lines 10 "January" was interpolated and at the bottom of the same pages "suret" was struck off and in the duplicate in page three in line 17 in last word "D" was written another letter before the foregoing instrument was so explained by me as aforesaid and that the purchaser was allowed credit in the said sum of rupees fifty.

20 (SEAL) (Sgd.) H. B. F. WANDURAGALA,  
*Notary Public.*

Date of Attestation.

This 14th day of January, 1931.

Land Registry, Kurunegala.

No. 10744/27.7.23.

Kurunegala.  
26.7.1923.

From Mudaliyar N. J. C. Wijesekera, Notary Public, Kurunegala.

30 To The Registrar of Lands, Kurunegala.

Sir,

I have the honour to request that you will be good enough to register the following address of the Grantee Dissanayaka Mudiyansele Appuhamy Late Arachchi of Hidawawariapola of deed of Transfer bearing No. 1938 dated the 24.7.1923 attested by me and registered in D126/235 for the purpose of serving notice as required by Ordinance No. 2 of 1889.

P12  
Plan No. 2265  
made by  
Mr. G. A. de  
Silva,  
Transfer  
Deed No. 651,  
Conditions  
of Sale and  
Plan No. 2462  
29.12.41—  
Continued

Please register the same and return it to me at your earliest convenience.

I am, Sir,  
Your obedient servant,  
(Sgd.) N. J. C. WIJESEKERA,  
Notary Public.

Address Registered 6/10744.  
Kurunegala 27.7.23.  
(Sgd.) .....

Kurunegala, 5.1.1927. 10

From  
Mudaliyar N. J. C. Wijesekera, Notary Public, Kurunegala.

To  
The Registrar of Lands, Kurunegala.

Sir,

I have the honour to request you to be good enough to register in terms of Section 643, of Ordinance No. 2 of 1889, the address (given below) of the Mortgage in deed bearing No. 14569 attested by me and herewith tendered for registration.

I am Sir,  
Your Obedient Srevant, 20  
(Sgd.) N. J. C. WIJESEKERA,  
Notary Public.

The address referred to :—

R. M. Ukkuamma,  
Erihabe,  
Wariyapola.

Address Registered. 20/3073.  
Kurunegala, 8.2.1927.

(Sgd.)..... 30  
Registrar of Lands.

Kurunegala, 5.1.1927.

From  
Mudaliyar N. J. C. Wijesekera, Notary Public.  
Kurunegala.

To  
The Registrar of Lands, Kurunegala.

Sir,

I have the honour to request you to be good enough to register in terms of Section 643, of Ordinance No. 2 of 1889, the address 40

(given below) of the purchaser in deed bearing No. 14568 attested by me and herewith tendered for registration.

I am Sir,  
Your Obedient Servant,  
(Sgd.) N. J. C. WIJESEKERA,  
*Notary Public.*

P12  
Plan No. 2265  
made by  
Mr. G. A. de  
Silva,  
Transfer  
Deed No. 651,  
Conditions of  
Sale and  
Plan No. 2462  
29.12.41—  
*Continued*

The address referred to :—

R. M. Punchirala,  
Dambeliyadda,  
10 Wariyapola.

Address Registered 20/3072.  
Kurunegala, 8.2.1297.

(Sgd.) .....  
*Registrar of Lands.*

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**P10**

**Deed of Lease No. 2079 attested by D. N. Wiratunga,  
Notary Public**

Prior Registration :—A65/30 and 15/196.  
Copy Application No. 643/4.5.54.

P10  
Deed of Lease  
No. 2079  
attested by  
D. N. Wira-  
tunga,  
Notary Public  
19.12.44

20 No. 2079.  
Lease.

This Indenture made and entered into this Nineteenth day of December One thousand Nine hundred and Forty-four between Charles Wilmot Tennakoon of Dambeliyadda in Dewamedde Korale (hereinafter called the lessor) of the one part, and Abesiri Munasinghage Lairis Appu of Kandy Road, Kurunegala (hereinafter called lessee) of the other part Witnesseth :—

30 That in consideration of the sum of Rupees Two Thousand only (Rs. 2,000·00) the covenants and agreements hereinafter contained on the part and behalf of the lessee to be observed and performed the lessor I do hereby let demise and lease unto the lessee his heirs executors administrators and assigns the premises hereinafter fully

P10  
 Deed of Lease  
 No. 2079  
 attested by  
 D. N. Wira-  
 tunga,  
 Notary Public  
 19.12.44—  
*Continued*

described in the Schedule to these Presents together with all and singular the rights privileges easements servitudes and appurtenances whatsoever to the said premises belonging or used or enjoyed therewith or reputed or known as part and parcel thereof and all the estate right title interest claim and demand whatsoever of the lessor in, to, out of or upon the same, To Hold the said premises hereby demised with all and singular the rights and appurtenances hereunto belonging unto the lessee his heirs executors administrators and assigns for and during the period of ten years commencing from the First day of January One thousand Nine hundred and Forty-five fully to be 10 completed and ended. And the lessee do hereby for his heirs executors administrators and assigns, covenant with the lessor my heirs executors, administrators and assigns that the lessee or his aforewritten shall and will at the expiration or other sooner determination of the said term peaceably and quietly deliver up and surrender the said premises unto the lessor or my aforewritten in good order and condition reasonable wear and tear excepted, and the lessor I do hereby for myself my heirs, executors administrators and assigns covenant with the lessee his heirs executors administrators and assigns that the lessee observing and performing the covenants and conditions herein con- 20 tained on part to be observed and performed shall and may peaceably and quietly possess and enjoy the said premises hereby demised during the said term hereby granted without any interruption from or by the lessor or any person rightfully claiming from or under.

In witness whereof the lessor and the lessee do hereunto and to two others of the same tenor and date as these presents set their hands at Kurunegala on this Nineteenth day of December One thousand Nine hundred and Forty-four.

The Schedule above referred to :—

1. Kandubodehenadenawatta of Two and half lahas kurakkan 30 sowing extent situated at Pallewalpola in Tiragandahē Korale of Weuda Willi Hath Pattu in Kurunegala District, North Western Province and bounded on the North by Angangala Vihare, East by property of Salaman Perera now of Tennakoon Kumarihamy, South by Puttalam Road and West by the limitary fence of the property of Angangala Temple.

2. The garden on the Puttalam Road bearing Assessment No. 180 situated at Pallewalpola aforesaid and bounded on the North by Mahagala, on the East by fence of G. N. de Silva's garden, South by Puttalam Road and on the West by the fence of Felsing's garden containing in extent one acre more or less. To which premises the lessor is entitled to a life interest only.

P10  
Deed of Lease  
No. 2079  
attested by  
D. N. Wiratunga,  
Notary Public  
19.12.44—  
*Continued*

*Witnesses :—*

10 Signed and delivered in the presence of us and we declare that we are well acquainted with the executants and know their proper names occupations and residences. } (Sgd.) C. W. TENNAKOON.  
(Sgd.) A. M. LAIRIS APPU.

1. (Sgd.) M. K. D. W. de SILVA.
2. (Sgd.) In Sinhalese.

(Signature of R. M. HERAT MUDIYANSE.

(Sgd.) D. N. WIRATUNGA,

*Notary Public.*

20 I, Don Norbert Wiratunga of Kurunegala 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 executants in Sinhalese language who are known to me the first of whom signed as C. W. Tennakoon and the latter of whom signed as A. M. Lairis Appu both of whom have signed in English in the presence of Mandawala Kankanamage Don William de Silva of Kurunegala and Rajaguru Mudiyanse Lage Herat Mudiyanse of Dambeliyadda in Dewamedde Korale the first of whom signed in English illegibly and the latter of whom signed as " R. M. Herat Mudiyanse " in Sinhalese respectively the subscribing witnesses there-  
30 to both of whom are also known to me and the same was signed by the said executants and also by the said witnesses and by me the said Notary in my presence and in the presence of one another all being present at the same time at Kurunegala aforesaid on this Nineteenth day of December One thousand Nine hundred and Forty-four.

And I further certify and attest that out of the consideration a sum of Rs. 1,000/- was paid in my presence being rental for five years

P10  
Deed of  
Lease  
No. 2079  
attested by  
D. N. Wiratunga,  
Notary Public  
19.12.44  
*Continued*

and in both the duplicate and original in page one in line four the word "Forty" was interpolated and in line 5 in the word "Wilmot" the letters "not" were erased and typed over and in the Duplicate in page one in line eight the words "Lairis Appu" were erased and typed over and in line 12 the figure "0" was typed over and in both the original and duplicate in page two in line 18 the word "twenty" was struck off and in the Original in line 20 in the word "Kandubodahenedenawatta" the letters "denawatta" were erased and typed over and in both the original and duplicate in page three in line four the words "Pallewalpola" aforesaid "were erased and typed over and 10 in line five some words were struck off and in the duplicate of this instrument bears three stamps of the value of Rupees Fourteen (Rs. 14/-) and the original bears Re. 1/- and that the said stamps were supplied by me.

(Sgd.) D. N. WIRATUNGA,  
*Notary Public.*

Date of Attestation.  
19th December, 1944.

I, E. R. de Silva, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true copy of a deed of lease made from 20 the duplicate filed of record in this office and the same is granted on the application of A. C. Amarasinghe, Esquire, Proctor and Notary Public of Kurunegala.

(Sgd.) E. R. de SILVA,  
*Registrar of Lands.*

Land Registry,  
Kurunegala, 5.5.54.

D8  
Deed of  
Lease  
No. 2079  
attested by  
D. N. Wiratunga,  
Notary Public  
19.12.44

D8  
**Deed of Lease No. 2079 attested by D. N. Wiratunga,  
Notary Public**

30

Registered A519/49 and 50.  
Kurunegala, 4th January, 1945.  
Prior Registration : A65/30 and 15/196.

No. 2079

*Lease*

This Indenture made and entered into this Nineteenth day of December One thousand Nine hundred and Forty-four between

Charles Wilmot Tennakoon of Dambeliyadda in Dewamedde Korale (hereinafter called the lessor) of the one part, and, Abesiri Munasinghage Lairis Appu of Kandy Road, Kurunegala (hereinafter called the lessee) of the other part.

D8  
Deed of  
Lease  
No. 2079  
attested by  
D. N. Wira-  
tunga,  
Notary Public  
19.12.44—  
*Continued*

*Witnesseth*

That in consideration of the sum of Rupees Two thousand only (Rs. 2,000.00). The covenants and agreements hereinafter contained on the part and behalf of the lessee to be observed and performed the lessor.

10 I do hereby let, demise and lease unto the lessee, his heirs, executors, administrators and assigns the Premises hereinafter fully described in the Schedule to These Presents together with all and singular the rights, privileges, easements, servitudes and appurtenances whatsoever to the said premises belonging : or used or enjoyed therewith, or reputed or known as part and parcel thereof and all the estate, right, title interest claim and demand whatsoever of the lessor in, to, out of, or upon the same.

To Hold the said premises hereby demised with all and singular the rights and appurtenances hereunto belonging unto the lessee, his  
20 heirs, executors, administrators and assigns for and during the period of ten years commencing from the First day of January One thousand Nine hundred and Forty-five fully to be completed and ended.

And the lessee do hereby for his heirs, executors, administrators, and assigns, covenant with the lessor, his heirs, executors, administrators and assigns that the lessee or his aforewritten shall and will at the expiration or other sooner determination of the said term peaceably and quietly deliver up and surrender the said premises unto the lessor or my aforewritten in good order and condition reasonable wear and tear excepted.

30 And the lessor do hereby for myself, my heirs, executors, administrators and assigns covenant with the lessee, his heirs, executors, administrators and assigns that the lessee observing and performing the covenants and conditions herein contained on part to be observed and performed, shall and may peaceably and quietly possess and



D8  
Deed of  
Lease  
No. 2079  
attested by  
D. N. Wira-  
tunga,  
Notary Public  
19.12.44—  
*Continued*

enjoy the said premises hereby demised during the said term hereby granted without any interruption from or by the lessor or any person rightfully claiming from or under.

In Witness Whereof the lessor and the lessee do hereunto and to two others of the same tenor and date as these presents set their hands at Kurunegala on this Nineteenth day of December One thousand Nine hundred and Forty-four.

*The Schedule above referred to :*

1. Kandabodehenadenawatta of two and half lahas kurakkan sowing extent situated at Pallewalpola in Tiragandahe Korale of 10 Weuda Willi Hath Pattu in Kurunegala District, North Western Province and bounded on the North by Angangala Vihare, East by property of Salaman Perera now of Tennakoon Kumarihamy, South by Puttalam Road and West by the limitary fence of the property of Angangala Temple.

2. The garden on the Puttalam Road bearing Assessment No. 180 situated at Pallewalpola aforesaid and bounded on the North by Mahagala, on the East by fence of G. N. de Silvas garden, South by Puttalam Road and on the West by the fence of Felsingers garden containing in extent One acre more or less. To which premises the 20 lessor is entitled to a life interest only.

*Witnesses :*

Signed and delivered in the presence of us and we declare that we are well acquainted with the executants and know their proper names occupations and residences. } (Sgd.) C. W. TENNAKOON.  
} (Sgd.) Illegibly.

1. (Sgd.) Illegibly.
2. (Sgd.) In Sinhalese.

R. M. HERATH MUDIYANSE.

(Sgd.) D. N. WIRATUNGA,  
*Notary Public.*

30

I, Don Norbert Wiratunga of Kurunegala, in the Island of Ceylon, Notary Public, do hereby certify and attest that the foregoing instru-

ment having been duly read over and explained by me the said Notary to the said executants in Sinhalese language who are known to me the first of whom signed as " C. W. Tennakoon " and the later of whom signed as " A. M. Lairis Appu " both of whom have signed in English in the presence of Mandawala Kankanamage Don William de Silva of Kurunegala and Rajaguru Mudiyanse Herat Mudiyanse of Dambeliyadda in Dewamedde Korale the first of whom signed in English illegibly and the later of whom signed as " R. M. Herat Mudiyanse " in Sinhalese respectively the subscribing witnesses  
 10 thereto both of whom are also known to me and the same was signed by the said executants and also by the said witnesses and by me the said Notary in my presence and in the presence of one another all being present at the same time at Kurunegala aforesaid on this Nineteenth day of December One thousand Nine hundred and Forty-four.

D8  
 Deed of  
 Lease  
 No. 2079  
 attested by  
 D. N. Wira-  
 tunga,  
 Notary Public  
 19.12.44—  
*Continued*

And I further certify and attest that out of the consideration a sum of Rs. 1,000/- was paid in my presence being rental for five years, and in both the Duplicate and Original in page one in line four the word " Forty " was interpolated and in line five in the word " Wilmot " the  
 20 letters " mot " were erased and typed over and in the Duplicate in page one in line eight the words " Lairis Appu " were erased and typed over and in line 12 the figure " O " was typed over and in both the Original and Duplicate in page 2 in line 18 the word " twenty " was struck off and in the original in line 20 in the word " Kandubodahenedenawatta " the letters " denawatta " were erased and typed over and in both the Original and Duplicate in page 3 in line 4 the words " Pallewalpola aforesaid " were erased and typed over and in line 5 some letters were struck off and in the duplicate of this instrument bears three Stamps of the value of Rupees Fourteen (Rs. 14/-) and  
 30 the Original bears Re. 1/- and that the said stamps were supplied by me.

(Sgd.) D. N. WIRATUNGA,  
*Notary Public.*

Date of Attestation.  
 19th December, 1944.

D3  
Deed of  
Transfer  
No. 3014  
attested by  
D. N. Wira-  
tunga,  
Notary Public  
12.4.45

D3

**Deed of Transfer No. 3014 attested by D. N. Wiratunga,  
Notary Public**

Prior Registration : A519/49 and 50.

D. N. WIRATUNGA,

*Proctor S.C.*

*and*

*Notary Public,*

Kurunegala.

Registered A519/49 and 50.

10

Kurunegala, 19th April, 1945.

*Deed of Transfer*

No. 3014.

Rs. 10,000/-.

To All to Whom These Presents Shall Come. I, Charles Wilmot Tennakoon of Dambeliyadda in Dewamedde Korale (hereinafter called and referred to as "the said Vendor").

*Send Greeting :*

Whereas I the said Vendor am seized and possessed of or otherwise well and truly entitled to All That and Those the Premises in the Schedule hereto fully described by right of paternal inheritance from my deceased father C. E. Tennakoon of Dambeliyadda. And whereas I the said Vendor have agreed with and to Abesiri Munasinghage Lairis Appu of Kandy Road, Kurunegala (hereinafter called and referred to as "the said Vendee") for the absolute sale and conveyance to him the said Vendee of the said premises at and for the price or sum of Rupees Ten Thousand only (Rs. 10,000/-) lawful currency of Ceylon. <sup>20</sup>

Now Know Ye and These Presents Witness that in pursuance of the said agreement and for and in consideration of the said sum of Rupees Ten Thousand only (Rs. 10,000.00) lawful currency of Ceylon well and truly paid to me the said Vendor by the said Vendee (the receipt whereof is hereby acknowledged and admitted). <sup>30</sup>

Do hereby sell grant convey assign transfer set over and assure unto him the said Vendee, his heirs, executors, administrators and assigns all that and those the Premises in the Schedule hereto fully described together with all and singular the rights, privileges, ways, easements, advantages, servitudes and appurtenances whatsoever

belonging thereunto or to any part thereof or occupied or enjoyed with or reputed or known as part or parcel of or appurtenant to the same or to any part thereof And All the Estate Right Title, Interest, Claim and Demand whatsoever of me the said Vendor, in, to, upon or out of the said premises and every part thereof together with all the title deeds vouchers and other writings therewith held or relating thereto.

D3  
Deed of  
Transfer  
No. 3014  
attested by  
D. N. Wira-  
tunga,  
Notary Public  
12.4.45—  
*Continued*

To Have and to Hold the said premies hereby sold and conveyed or intended so to be with all the said rights and appurtenances unto  
10 him the said Vendee and his aforewritten Absolutely and for Ever.

And I the said Vendor for myself, my heirs, executors and administrators do hereby covenant and declare with and to the said Vendee, his heirs, executors, administrators and assigns that the said premises hereby sold and conveyed are free from any seizure charge or other encumbrance whatsoever that I the said Vendor have good valid and full right and title to convey the same in the manner aforesaid and that I the said Vendor have not at any time heretofore, made, done or committed or been party or privy to any act, deed, matter or thing whatsoever whereby or by means whereof the said premises  
20 or any part thereof are, is, can, shall or may be impeached or encumbered in title charge estate or otherwise howsoever except as aforesaid and that I the said Vendor and my aforewritten shall and will at all times hereafter warrant and defend the same and every part thereof unto him the said Vendee and his aforewritten against all persons whomsoever and also shall and will at all times hereafter at the request and cost of him the said Vendee and his aforewritten do and execute or cause to be done and executed all other acts, deeds, assurances, matters and things whatsoever for the further and more perfectly assuring the said premises hereby sold and conveyed and  
30 every part thereof unto him the said Vendee and his aforewritten as by them may be reasonably required.

In Witness Whereof I the said Vendor do hereunto and to two others of the same tenor and date as these presents set my hand at Kurunegala on this Twelfth day of April, One thousand Nine hundred and Forty-five.

*Schedule Above Referred To :*

1. Kandubodehenadenawatta of two and half lahas kurakkan sowing in extent situated at Pallewalpola in Tiragandahye Korale of Weuda Willi Hath Pattu in Kurunegala District, North Western  
40 Province and bounded on the North by Angangala Vihare, East by property of Salaman Perera now of Tennakoon Kumarihamy South by Puttalam Road and West by the limitary fence of the Property of Angangala Temple.

D3  
Deed of  
Transfer  
No. 3014  
attested by  
D. N. Wira-  
tunga,  
Notary Public  
12.4.45—  
Continued

2. The garden on the Puttalam Road bearing Assessment Nos. 180, 182, 184, 186 situated at Pallewalpola aforesaid and bound on the North by Mahagala, on the East by the fence G. N. de Silva's garden, South by Puttalam Road, and on the West by the fence of Felsingher's garden containing in extent one acre more or less.

*Witnesses :*

We do hereby declare that we are well acquainted with the within named executant and know his proper name, occupation and residence. } (Sgd.) C. W. TENNAKOON. 10

1. (Sgd.) Illegibly.
2. (Sgd.) Illegibly.

(Sgd.) D. N. WIRATUNGA,  
*Notary Public.*

I, Don Norbert Wiratunga of Kurunegala, 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 executant within named who is known to me in the presence of Mandawala Kankanamage Don William de Silva of Kurunegala and Dunusinghe Mudiyanseelage Appuhamy of Karaweddana in Gandahe Korale the attesting witnesses thereto both of whom are known to me the same was signed by the said executant and the said witnesses and by me the said Notary in my presence and in the presence of one another all being present at the same time at Kurunegala, on this Twelfth day of April, One thousand Nine hundred and Forty-five the said executant signing in English "C. W. Tennakoon" and the said witnesses the former of whom signed in English illegibly and the later signed in English as "D. M. Appuhamy" respectively. 20 30

And I further certify and attest that the duplicate of this instrument bears three stamps of the aggregate value of Rs. 160/- and the original bears one stamp of Re. 1/- that the said stamps were supplied by me and that before the foregoing instrument was read over and signed as aforesaid in the Duplicate in line 38 of page 2 words "East by property of Salaman Perera now of Tennakoon Kumarihamy" were interpolated and in the original in line 38 of page 2 word "East" typed over erasure marks and that the consideration was paid in my presence. 40

Which I attest.

(Sgd.) D. N. WIRATUNGA,  
*Notary Public.*

Date of Attestation.  
12th April, 1945.

(SEAL)

## Extracts of Encumbrances

Extracts of  
Encumbrances

Division : B. Volume : 147.

Application No. 385/24.4.47.

Folio : 130.

Brought forward from .....

Name of Land : Dematagollehena Doluwe Dalupottehena Badalwewehena : Timbirigaha Dalupottehena ; Koswatte Ralage Dalupottehena, Talakolapelessehena and Siyambalawatta Wanahena, Paragahakumbura, now high land and Katuwekumbura now converted into high land adjoining each other and forming one property.

Situation : Kirindigalla.

T.P. No.....  
Lot No.....  
Asst. No.....

Situation { Village or Town and Street : .....  
.....  
.....  
Pattu : Hirigala Hat. Korale : Thalawisideke.  
District : Kurunegala. Province : N.W.

Extracts :—B147/130 ; 148/283 ; 147/276 ; 149/141 ; 149/140 ; 149/192 ; A65/29 ; B86/367 ; 113/35 ; 114/143 ; 150/225 ; 179/202 ; B230/150 ; 267/229 ; 248/161 ; 248/162 ; 248/163 ; 105/95 ; 105/96 ; 105/97 ; 69/220 ; 86/32 ; 86/247 ; 86/248 ; 86/205 ; 86/206 ; 85/325 ; B112/163 ; 124/184 ; 139/277 ; 206/98 ; 248/313 ; 5A519/223 ; 486/99 ; 229/130 ; 419/107 ; 419/108 ; 1/96 ; 205/31 ; 503/386 ; 532/273 ; 532/274 ; 532/275 ; 226/63 ; A507/86 ; 507/133 ; 507/228 ; 507/229 ; 507/251 ; 509/53 ; 542/34 ; 506/353 ; 338/228 ; 361/41 ; 399/184 ; 416/170 ; 429/201 ; 477/252 ; 533/44 ; 303/182 ; 323/254 ; 341/211 ; 344/43 ; A385/38 ; 277/94 ; 16/101 ; 115/48 ; 192/76 ; 222/39 ; 157/6 ; 216/289 ; 236/90 ; 271/22 ; 427/91 ; 502/339 ; 150/78 ; 211/182 ; 236/91 ; 427/92 ; A479/208 ; 65/30 ; 519/49 ; 15/196 ; 519/50 ; 525/178 ; 525/179.

Boundaries :—North : By the road to Yatawatta.

East : By the cemetery grounds and Ranhamy's Chena.

South : By Galwalagawahena and the Crown Forest (Kirindigalla Mukalana).

West : By Crown Forest (Kirindigalla Mukalana).

Extent : One Amuna Kurakkan Sowing.

Date of Registry (Day Book No. and Date)	Grantors (Names in full, and residence)	Grantees (Names in full, and residence)	Nature and Particulars of Alienations and Incumbrances (To be concisely and clearly stated)	No. and Date of Deed	Name of Notary, Judge, etc.	Regn. Stamp Duty	Signature of Registrar	Remarks
25499 20th Dec., 1923	Weerakkody Patirenahelage Hendrick Appuhamy Curator of Dahanayake Mudiyan-selage Kalu Banda of Kirindigalla in D.C. Case No. 2376	Irene Hulugalle Tennakoon Kumarihamy of Kurunegala	Transfer of half share of the above and of the building thereon. Cons. : Rs. 435/-	487 14th 1923	F. F. J. Edirisinghe, N.P.		Sgd. : E. de S. Gunawardene	
2532 29th Jan. 1924	Dahaneka Mudiyan-selage Punchirala of Kirindigalla	Irene Hulugalle Tennakoon Kumarihamy of Kurunegala	Transfer of land one-fourth share of the above and of the buildings standing thereon. Cons. : Rs. 300/-	500 22 Jan., 1924	F. F. J. Edirisinghe, N.P.		Sgd. : E. A. Gunawardene	
2534 29th Jan., 1924	Kumarapodi Appuhamillage Peter Appuhamy as Curator of Dahaneke Mudiyan-selage Punchi Banda of Kirindigalla	Irene Hulugalle Tennakoon Kumarihamy of Kurunegala	Transfer of land one-eighth share of the above and of the buildings thereon. Cons. : Rs. 108/-	502 23 Jan., 1924	F. F. J. Edirisinghe, N.P.		Sgd. : E. A. Jayasekera	This is a reported Deed regarding incorrect statement of stamp duty Registered on R.G's order No. 006986 of 29 February, 1924
6759 1st April, 1924	Basnayake Mudiyan-selage Tikiri Banda of Kirindigalla as Curator of Dahaneke Mudiyan-selage Ukku Amma of Kirindigalla	Irene Hulugalle Tennakoon Kumarihamy of Kurunegala	Transfer of undd. one-eighth share of the above with the buildings thereon. Cons. : Rs. 108/-	507 1st Feb., 1924	F. F. J. Edirisinghe, N.P.		Sgd : M. A. Perera	

Vol. Folio

Carried over to B148 283

Extracts of  
Encumbrances  
—Continued

Division : B. Volume : 148.

Folio : 283.

Brought forward from B 147 130

Name of Land : Dematagallehena Doluwe Dalupottehena Badalwewehena Timbirigaha Dalupottehena, Koswatte Ralage Dalupottehena Talakola-pelessahena and Siyambalawattewanehena, Paragahakumbura now high land and Kotuwekumbura now converted into high land adjoin each other and forming one property.

Boundaries :—

North : By the road to Yatawatta.

East : By the Cemetery grounds and Ranhamy's chena.

South : By Galwalagawahena and Crown Forest (Kirindigalla Mukalana)

West : By Crown Forest (Kirindigalla Mukalana).

Extent : One Amuna Kurakkan Sowing.

T.P. No. . . . . } Situation : Kirindigalla.  
Lot No. . . . . } Pattu : Hiriyala Hath. Korale : Ihalawisideke.  
Asst. No. . . . . } District : Kurunegala. Province : N.W.

Date of Registry (Day Book No. and Date)	Grantors (Names in full, and residence)	Grantees (Names in full, and residence)	Nature and Particulars of Alienations and Incumbrances (To be concisely and clearly stated)	No. and Date of Deed	Name of Notary, Judge, etc.	Regn. Stamp Duty	Signature of Registrar	Remarks
6760 1st April, 1924	Ratnayake Mudiyan-selage Bandimenika of Korawewa as Curatrix over the Estate of Wijesundera Mudiyan-selage Bandaramenika and do. Wijesundera Mudiyan-selage Mutubanda both of Karawewa	John Edward Allen Tennakoon of Kurunegala	Transfer of one undd. fourth share of the above. Cons : Rs. 217.50	513 29 Feb., 1924	F. F. J. Edirisinghe, N.P.		Sgd. : M. A. Perera	
7187 5 April, 1924	Dahaneka Mudiyan-selage Punchirala of Kirindigalla	Irene Hulugalle Tennakoon Kumarihamy of Kurunegala	Transfer of undd. three-sixteenth shares of the above and of the buildings thereon. Cons : Rs. 300/-	524 2 April, 1924	F. F. J. Edirisinghe, N.P.		Sgd. : M. A. Perera	This with 7 other lands as one property is registered in B150/225. (Intld.) E. de S. G., R.L. 15.9.24  Vol. Folio Carried over to . . . . .

Division : B. Volume : 147.

Folio : 276

Name of Land : Galwalagawahena.

Brought forward from ..... Volume Folio .....

Boundaries :—North : Talakalapelessahena.

East : Chena of Ranhamy Vederala and others.

South and West : Crown forest.

Extracts of  
Encumbrances  
—Continued

T.P. No. ....

Situation { Village or Town and Street : Kirindigalla.

Extent : One Pela Kurakkan Sowing.

Lot No. ....

Pattu : Hiriyala Hat. Korale : Ihalawisideke.

Asst. No. ....

District : Kurunegala. Province : N.W.

Date of Registry (Day Book No. and Date)	Grantors (Names in full, and residence)	Grantees (Names in full, and residence)	Nature and Particulars of Alienations and Incumbrances (To be concisely and clearly stated)	No. and Date of Deed	Name of Notary, Judge, etc.	Regn. Stamp Duty	Signature of Registrar	Remarks
2468 29 Jan., 1924	Basnayake Mudiyan- selage Kalubanda of Kirindigalla	Irene Hulugalle Tennakoon Kumari- hamy of Kurunegala	Transfer of undd. one-fourth of the above with the buildings standing thereon. Cons. : Rs. 50/-	250 26 Jan., 1924	M. B. Wandura- gala, N.P.		Sgd. : E. A. Jayasekera	
2535 29 Jan., 1924	Basnayake Mudiyan- selage Punchi Banda of Kirindigalla	Irene Hulugalle Tennakoon Kumari- hamy of Kurunegala	Transfer of an undd. one-fourth share of the above with the buildings thereon. Cons. : Rs. 100/-	No. 503 23 Jan., 1924	F. F. J. Ediri- singhe, N.P.		Sgd. : E. de S. Gunawardene	
6757 1 April, 1924	Basnayake Mudiyan- selage Ranmenike of Kirindigalla	Irene Hulugalle Tennakoon Kumari- hamy of Kurunegala	Transfer of an undd. one-half share of the above with the buildings thereon. Cons. : Rs. 200/-	508 1 Feb., 1924	F. F. J. Ediri- singhe, N.P.		Sgd. : M. A. Perera	This with 7 other lands forming one property is registered in B150/225. (Intld.) E. de S. G., R.L. 15.9.24.  Vol. Folio Carried over to .....



Extracts of  
Encumbrances  
—Continued

Division : B. Volume : 149.

Volume Folio

Folio : 141.

Brought forward from .....

Name of Land : Wewegawahena.

T.P. No.....  
Lot No.....  
Asst. No.....

Situation { Village or Town and Street : Kirindigalla.  
Pattu : Hiriyala Hath. Korale : Ihalawisideke.  
District : Kurunegala. Province : N.W.

Boundaries :—East : Formerly Trincomalee Road now called Dambulla Road.

South : Land of Gabiriel Casie Chetty Annavirala.

West : Ela.

North : The remaining portion of the same land bearing Assessment No. 65 of the Garden and Boutique.

Extent : { 13 feet in breadth along the high road, from South to North along the Eastern side, 124 feet in length lane East to West 12½ feet in breadth from South to North on the Western side.

Date of Registry (Day Book No. and Date)	Grantors (Names in full, and residence)	Grantees (Names in full, and residence)	Nature and Particulars of Alienations and Incumbrances (To be concisely and clearly stated)	No. and Date of Deed	Name of Notary, Judge, etc.	Regn. Stamp Duty	Signature of Registrar	Remarks
8960 13 May, 1924	(1) Dahaneka Mudi-yanselage Ranhamy (2) Dahaneka Mudi-yanselage Kiri Banda both of Kirindigalla	John Edward Allan Tennakoon of Kurunegala	Transfer of the above. Cons : Rs. 100/-	18846 11 Feb., 1946	P. W. R. Patiraja, N.P.		Sgd. : E. R. de Silva	Land : Galagawawatta allotment adjoining the Southern boundary, formerly Asst. Nos. 66 and 115, now Asst. No. 141. Extent A0. R0. P7. 14. E Formerly Dambulla Road now Main Street
				Applica-tion Deed 13 Feb., 1941		-/50	Sgd. : E. R. de Silva	
				959 19 April, 1943	D. N. Weera-tunga, N.P.		Sgd. : E. R. de Silva	With land in A502/339 Land Galagawawatta bearing Asst. Nos. 63 to 66 presently bearing No. 115 Extent A0. R0. P7.14 E Formerly Dambulla Road now Main Street.
								Vol. Folio Carried over to .....

I, G. Dissanayake, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true extract of the registration entries appearing in Land Register Volumes A150/78 ; 211/182 ; 236/91 ; 427/92 ; 479/208 of this office up to and including 29th April, 1947, and the same is granted on the application of Messrs. De Silva and Mendis, Proctors and Notaries, Imperial Bank Building, Colombo.

(Sgd.) .....  
Registrar of Lands.  
Re. 1/- stamp.

Land Registry,  
Kurunegala.  
9.5.1947.

Copied (Intld.).....  
Compared : (Intld.).....

## D6

## Extract of Encumbrance

D6  
Extract of  
Encumbrance

Division : A. Volume : 65.

Folio : 30.

Name of Land : Kandubodahena Danawatta.

T.P. No. ....

Lot No.....

Asst. No.....

Situation

Village or Town and Street : Pallewalpola.

Pattu : Weuda Willi Hath Korale : Tiragandahe.

District : Kurunegala. Province : N.W.

Volume Folio  
Brought forward from A11. 197

Boundaries :—North : By Angangala.

East : By property of Salamon Perera now belonging to Tennakoon Kumarihamy.

South : By Puttalam Road.

West : Limitary fence of the property belonging to Angangala Pansala.

Extent : 2½ Lahas Kurakkan sowing.

Date of Registry (Day Book No. and Date)	Grantors (Names in full, and residence)	Grantees (Names in full, and residence)	Nature and Particulars of Alienations and Incumbrances (To be concisely and clearly stated)	No. and Date of Deed	Name of Notary, Judge, etc.	Regn. Stamp Duty	Signature of Registrar	Remarks
1892 9 Dec.	Charles Edward Tennakoon R. M. & Elisabeth Florinda Tennakoon Kumarihamy of Kurunegala	Charles Peter Marcus Proctor of Kurunegala	Mortgage of the above and the tiled house together with all the buildings standing thereon for Rs. 2,000/- with interest at 8% per annum.	73756 6th Dec., 1892	B. J. Rodrigo	Rs. 7/-	Sgd. : J. G. de Vos	With the land in A15/196  Vol. Folio Carried over to A519 49

D7  
Extract of  
Encumbrance

D7  
Extract of Encumbrance

Division : A. Volume : 519.

Folio : 49.

Brought forward from Volume A65 Folio 30

Name of Land : Kandubodahena Denawatta.

This with another forming into one property partitioned and registered in A525/178-179.

Intld.: J. F. J.,  
R.L.  
29.9.45.

Boundaries :—North : By Angangala.

East : By property of Salamon Perera now belonging to Tennakoon Kumarihamy.

South : By Puttalam Road.

West : Limitary fence of the property belonging to Angangala Pansala.

Extent : 2½ Lahas Kurakkan Sowing.

T.P. No.....  
Lot No.....  
Asst. No.....

Situation { Village or Town and Street : Pallewalpola.  
Pattu : Weuda Willi Hath. Korale : Tiragandahe.  
District : Kurunegala. Province : N.W.

Date of Registry (Day Book No. and Date)	Grantors (Names in full, and residence)	Grantees (Names in full, and residence)	Nature and Particulars of Alienations and Incumbrances (To be concisely and clearly stated)	No. and Date of Deed	Name of Notary, Judge, etc.	Regn. Stamp Duty	Signature of Registrar	Remarks
318 4 Jan., 1945	Charles Wilmot Tennakoon of Dambeliyadda	Abesiri Munasinghage Lairis Appu of Kandy Road, Kurunegala	Lease of the above for ten years commencing from 1st January, 1945 Total Rent : Rs. 2,000/-	2079 19 Dec., 1944	D. N. Wiratunga, N.P.		Sgd. : E. R. de Silva	North : Angangala Vihara with land in Folio 50
9126 19 April, 1945	Charles Wilmot Tennakoon of Dambeliyadda	Abesiri Munna-singhage Lairis Appu of Kandy Road, Kurunegala.	Transfer of the above. Total Cost : Rs. 10,000/-	3014 12 April, 1945	D. N. Wiratunga, N.P.		Sgd. : J. F. Jayasekera	North : Angangala Vihara with land in folio 50
13912 4 May, 1946	Abesiri Munasinghage Lairis Appu of Kurunegala	Dunusinghe Aratchige Appuhamy of King Street Matale and Ularatchige L. Appuhamy of Marawila	Mortgage of the above for Rs. 15,000/- with interest at 6% per annum	3088 26 April, 1946	D. N. Wiratunga, N.P.		Sgd. : E. R. de Silva	North : Angangala Vihara with land in folio 50
								Vol. Folio Carried over to .....

I, G. Dissanayake, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true Extract of the registration entries appearing in Land Register, Volumes A65/30 ; 519/49 of this office up to and including 29 April, 1947, and the same is granted on the application of Messrs. De Silva and Mendis, Proctors and Notaries, Imperial Bank Building, Colombo.

(Sgd.) .....  
Registrar of Lands.  
Re. 1/- stamp.

The Land Registry,  
Kurunegala.  
9.5.1947.

## D1

## Extract of Encumbrance

D1  
Extract of  
Encumbrance

Division A. Volume 15.

Folio 196.

Name of Land : The Garden on the Puttalam Road bearing Assessment No. 45.

T.P. No.....

Situation { Village or Town and Street : Kurunegala.

Lot No.....

Pattu : Weuda Willi Hath. Korale : Tiragandahe.

Asst. No.....

District : Kurunegala. Province : N.W.

Boundaries —North : By rock Mahagala.

East : By fence of G. N. de Silva's garden.

South : By the Puttalam Road.

West : By fence of S. L. Felsing's garden.

Extent .....

Date of Registry (Day Book No. and Date)	Grantors (Names in full, and residence)	Grantees (Names in full, and residence)	Nature and Particulars of Alienations and Incumbrances (To be concisely and clearly stated)	No. and Date of Deed	Name of Notary, Judge, etc.	Regn. Stamp Duty	Signature of Registrar	Remarks
K'Gala 31 Oct., 1872	W. D. Wright, Esquire, Government Agent for the North Western Province	I. L. Felsing of Kurunegala	By a sale certificate. Cons. : Rs. 55/-	No. 30 29 Oct., 1872	W. D. Wright, Esq., Govt. Agent, N.W.P.	Re. 1/-	Sgd. : W. H. P. de Saram	
1886 May 22	E. F. Tennakoon	I. L. Felsing	Mortgage of the above land with all the buildings thereon for Rs. 1,000/- with interest at 6 per cent	10442 7 March, 86	B. J. Rodrigo, N.P.	See A11 197	Sgd. : R. G. Anthonisz	With land in A11/197 Extent of land as per this Deed. Acres 1
1887 21 March	J. L. Felsing	E. F. Tennakoon	Transfer by sale of the above land. Value Rs. 200/-	10441 17 March, 86	Do.	A11 197	Sgd. : R. G. Anthonisz	Do.
1892 9 Dec.	C. E. Tennakoon R. M. & E. F. Tennakoon Kumari- hamy of Kurunegala	C. P. Marcus, Proctor of Kurune- gala	Mortgage of the above with the buildings standing thereon for Rs. 2,000/- with interest at 8% per annum	23756 6 Dec., 1892	Do.	See A65 30	Sgd. : J. G. de Vos	See A65/30 Western bound- ary is Kandabodahenewatta. Extent : 1 acre more or less.

Vol. Folio  
Carried over to A519 50

**Extract of Encumbrance**

Division A. Volume 519.

Folio 50.

Brought forward from Volume A15 Folio 196

This with another forming into one property is partitioned and registered in A525/178-179.

(Intld.) J. F. J.,  
R.L.  
29.9.45.

Boundaries :--North : By Rock Mahagala.

East : By fence of G. N. de Silva's garden.

South : By the Puttalam Road.

West : By fence of S. L. Felsing's garden.

Extent : .....

Name of Land : The Garden on the Puttalam Road bearing assessment No. 45.

T.P. No. .... Situation { Village or Town and Street, Kurunegala.  
Lot No. .... { Pattu : Weuda Willi Hath. Korale : Tiragandahe.  
Asst. No. .... { District : Kurunegala. Province : N.W.

Date of Registry (Day Book No. and Date)	Grantors (Names in full, and residence)	Grantees (Names in full, and residence)	Nature and Particulars of Alienations and Incumbrances (To be concisely and clearly stated)	No. and Date of Deed	Name of Notary, Judge, etc.	Regu. Stamp Duty	Signature of Registrar	Remarks
318 4 Jan., 1945	C. W. Tennakoon	A. M. Lairis Appu	Lease of the above for ten years commencing from 1st January, 1945. Total rent Rs. 2,000/-	2079 19 Dec., 1944	D. N. Wiratunga, N.P.		Sgd. : E. R. de Silva	Land : Garden on the Puttalam Road bearing Asst. No. 180. Extent : A1. R0. P0. with land in folio 49.
9126 19 April, 1945	C. W. Tennakoon	A. M. Lairis Appu	Transfer of the above. Total Cons. Rs. 10,000/-	3014 12 April, 1945	D. N. Wiratunga, N.P.		Sgd. : G. F. Jayasekera	Land : The garden on the Puttalam Road bearing Assessment Nos. 180, 182, 184, and 186. Extent : A1. R0. P0. with land in folio 49. Situation : Pallewalpola.
13912 4 May, 1946	A. M. Lairis Appu	D. A. Appuhamy and U. L. Appuhamy	Mortgage of the above for Rs. 15,000/- with interest at 6% per annum	3088 26 April, 1946	D. N. Wiratunga, N.P.		Sgd. : E. R. de Silva	Land, Extent and Situation : As remarked in Deed No. 3014 with land in folio 49.
								Vol. Folio Carried over to .....

I, G. Dissanayake, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true Extract of the registration entries appearing in the Land Register Volumes A15/196 ; 519/50 of this office up to and including 29th April, 1947, and the same is hereby granted on the application of Messrs. De Silva and Mendis, Proctors and Notaries, Imperial Bank Building, Colombo,

(Sgd.) .....  
Registrar of Lands,

The Land Registry,  
Kurunegala.  
9.5.1947.





P11

Deed of Partition No. 2823 attested by A. C. Amerasinghe,  
Notary Public

P11  
Deed of  
Partition  
No. 2823  
attested by  
A. C. Amerasinghe,  
Notary Public  
18.8.45

Prior Registration.

Regd. D420/214-215, A525/178-179.

True Copy.

(Sgd.) .....

Notary Public.

*Deed of Partition*

No. 2823

10 This Indenture entered into at Kurunegala on this Eighteenth day of August One thousand Nine Hundred and Forty-five between Kandegedera Wijesundera Gunaratne Tennakoon Herat Mudiyanse Ralahamillage Nandawathie Enid Tennakoon Kumarihamy (wife of Rienzie Kumaradas Wijesinghe) residing presently at No. 122, Dutugemunu Street, Dehiwela, in the District of Colombo (hereinafter called and referred to as the party of the First Part) and Kandegedera Wijesundera Gunaratne Tennakoon Herat Mudiyanse Ralahamillage Charles Ennoruwe Tennakoon, Divisional Revenue Officer of Uдахewaheta in Nuwara Eliya District of Central Province (herein-  
20 after called and referred to as the party of the Second Part).

*Witnesseth* :—

Whereas Charles Edward Tennakoon Dissawa of Dambeliyadda Walawwa in Dewamedde Korale of Dewamedi Hat Pattu in the District of Kurunegala was the owner and was seized and possessed of and otherwise well and truly entitled to, *inter alia*, all that land and premises described as Lands Nos. 1 and 2 in the Schedule "A" hereto fully described and whereas by his Last Will and Testament No. 55587 dated 27th October, 1930, and attested by C. S. Leitan Notary Public the said Charles Edward Tennakoon Dissawa devised and bequeathed  
30 the said premises described as Land No. 1 *inter alia* in equal shares unto his Grand Children the said Two Parties aforesaid subject however to the terms and conditions in the said Last Will and Testament especially mentioned and reserved which said Last Will and Testament has been duly admitted to Probate in Testamentary Suit No. 4066 of the District Court of Kurunegala.

And Whereas the said Estate has been closed and the parties hereto are now the owners of the said premises but subject to the conditions in the said Last Will and Testament and subject to the



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Partition  
No. 2823  
attested by  
A. C. Amera-  
singhe,  
Notary Public  
18.8.45—  
*Continued*

rights and privileges especially reserved unto Millicent Eva Tennakoon Kumarihamy and Charles Wilmot Tennakoon respectively the mother and father of the parties hereto whose marriage is subsisting.

And whereas by deed No. 5843 dated 29th June, 1919, and attested by G. C. P. Senanayake Notary Public the said Charles Edward Tennakoon Dissawa gifted the premises described as land No. 2 in the said Schedule "A" to his son Charles Wilmot Tennakoon the father of the parties hereto subject however to the condition *inter alia* that he should not alienate lease or encumber the same but that at his death the same should devolve in equal shares on the parties 10 hereto who are his children.

And whereas the said Charles Wilmot Tennakoon is alive and entitled to a life interest in the said premises described as Land No. 2 in the said Schedule "A".

And Whereas the parties hereto have agreed and covenanted that a partition should be made between them but subject to the terms and conditions expressly reserved in the aforesaid Last Will and Testament and Deed of Gift of the said premises and that all that portion in Schedule "B" hereto described be the specific portion of the party of the first part and all that portion in Schedule "C" 20 hereto described to be the specific portion of the party of the second part it being agreed and accepted that the said two portions are of equal value and neither party making any payment to the other.

Now This Indenture Witnesseth that in pursuance of the said Agreement and for and in consideration of the above premises the party of the Second part Kandegedera Wijesundera Gunaratne Tennakoon Herat Mudiyanse Ralahamillage Charles Ennoruwe Tennakoon for himself his heirs executors and administrators doth hereby give grant convey assign transfer make over and assure unto the party of the first part Kandegedera Wijesundera Gunaratne Tenna- 30 koon Herat Mudiyanse Ralahamillage Nandawathie Enid Tennakoon Kumarihamy aforesaid her heirs executors administrators and assigns all these specific and divided allotments of lands in the Schedule "B" hereto fully described together with all and singular the rights and privileges ways easements advantages servitudes and appurtenances whatsoever belonging thereunto and all the right title estate interest claim and demand whatsoever of the said party of the Second part in to upon or out of the same together with the right of Cart Way over the track shown in the Plan referred to in the Schedule hereto and marked A, B, C, D, for her the said Party of 40 the First Part and for her lawful Agents and Dependants animals or vehicles provided the same is used in a lawful manner without

annoyance to the Party of the Second Part or his lawful Agents and further provided that the said track shall not be fenced on either side by either Party or her or his aforewritten.

To Have and to Hold the said premises for ever subject to the condition hereinbefore mentioned.

This Indenture further witnesseth that in pursuance of the said Agreement and for and in consideration of the above premises the said Party of the First Part that is Kandegedera Wijesundera Gunaratne Tennakoon Herat Mudiyanse Ralahamillage Nandawathie  
 10 Enid Tennakoon Kumarihamy aforesaid for herself and her aforewritten hereby gives, grants, conveys, assigns, transfers, makes over and assures to the Party of the Second Part that is Kandegedera Wijesundera Gunaratne Tennakoon Herat Mudiyanse Ralahamillage Charles Ennoruwe Tennakoon and his aforewritten all those divided and specific allotments of land in the Schedule "C" hereto fully described together with all and singular the rights privileges easements advantages servitudes and appurtenances whatsoever belonging thereunto and all the Estate right title and interest whatsoever of the Party of the first Part in, to, upon or out of the same.

20 To Have and to Hold the said premises in Schedule "C" hereto unto the Party of the Second Part and his aforewritten but subject to the terms and conditions hereinbefore mentioned for ever.

And the Parties hereto for themselves and their respective aforewritten covenant with and to each other and the respective aforewritten of each other that they and their respective aforewritten shall not be liable each to the other of them or to the aforewritten of the other of them to do, or perform any further Act or thing whatsoever to further assure the premises hereby conveyed by the one to the other of them or to warrant and defend title to the same save  
 30 and accept in respect of any particular act or Deed done by one or the other in respect of the same.

In Witness Whereof the Parties do set their hands hereunto and to two others of the same tenor and date as These Presents at Kurunegala on this Eighteenth day of August One thousand Nine hundred and Forty-five.

*Schedule "A"*

1. All that and those the premises called and known as Walawwewatta and depicted as Lots 1 and 2 in Plan No. 2462 dated 27th July, 1942, made by G. A. de Silva, Licensed Surveyor situated  
 40 in the village Dambeliyadda in Dewamedde Korale of Dewamedi

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singhe,  
Notary Public  
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*Continued*

Hat Pattu in the District of Kurunegala North Western Province and according to the said Plan containing in extent Forty-four acres One Rood and Eight perches (44A. 1R. 08P.). Exclusive of the Roads and bounded on the North by land of Joseph Mudalali, land of Punchi Banda, field of Walawwa, field of Pinhamy and land of Hetuhamy, East by Walawwa Kumbura, South by land of Kiri Mudiyanse Chena of Parana Walawwa, land of Mr. C. W. Tennakoon, West by land of Mudalihamy, land of Pinhamy, land of Ukku Banda and field of Mudalihamy,

(Sgd.) N. E. WIJESINGHE.

10

(Sgd.) Illegibly.

(Sgd.) A. C. AMERASINGHE,

*Notary Public.*

land of Mutu Menika, field of Banda and field of Kiri Mudiyanse together with the substantial Walawwa and other buildings standing thereon and the rights of Cart Way ingress and egress and other rights of way now enjoyed by the said premises over the neighbouring lands, which said premises include :—

- (1) Thalgasange Kanuketitewatta *alias* Mediwatta of Four Kurunies Kurakkan sowing in extent registered in 20 D/319/136.
- (2) Nikagollehena of Three Lahas Kurakkan sowing in extent registered in D319/138.
- (3) Bulugahamulahena now watta of One Timba Kurakkan sowing in extent registered in D319/141.
- (4) Hettiyakumburewatta of about Ten Seers Kurakkan sowing in extent registered in D149/44.
- (5) Bulugahamulwatta of One Timba Kurakkan sowing in extent registered in D146/336.
- (6) Aluthwatta of Four Seers Kurakkan sowing in extent 30 registered in D113/351.
- (7) Paranawatta of Six Seers Kurakkan sowing in extent registered in D113/352.
- (8) Bogahamula Aluthwatta of about Two Lahas Kurakkan sowing in extent registered in D319/142.
- (9) Hitinawatta of Three Kurunies Kurakkan sowing in extent registered in D121/200.
- (10) Hitinawatta of One Kurunie Kurakkan sowing in extent registered in D319/143.
- (11) Kohilakotuwehena of about Two Kurunies Kurakkan sowing 40 in extent registered in D319/145.

- (12) Kowilakotuwekiyanakumbura now a cultivated garden of One amunam paddy sowing in extent registered in D319/147.
- (13) Hettiyakumburewatta of Six Seers Kurakkan sowing in extent from and out of Hettiyakumbura of Two Pelas paddy sowing in extent and its adjoining Hettiyakumbura-watta of Six Seers Kurakkan sowing in extent together registered in D319/148.
- 10 (14) Paranawatta of Six Seers Kurakkan sowing in extent only from and out of Paranawatta of Six Seers Kurakkan sowing in extent and its adjoining Meddewela Kiyanakumbura of Two Pelas and Five Lahas Paddy sowing in extent together registered in D113/352.
- (15) Nawagahamulawatta of about One Laha Kurakkan sowing in extent registered in D319/149.
- (16) Kohilakotuwekumbura now a cultivated high land of Two Pelas Paddy sowing in extent and adjoining Gederagawewala now a cultivated high land of Two Pelas paddy sowing in extent together registered in D176/286.
- 20 (17) Hitinawatta of One Seer Kurakkan sowing in extent registered in D319/151.
- (18) Alutwatta of One and a Half Seers Kurakkan sowing in extent registered in D319/152.
- (19) Meegahamulawatta of Two Seers Kurakkan sowing in extent registered in D319/153.
- (20) Kohilakotuwehena of about Two Seers Kurakkan sowing in extent registered in D319/154.
- 30 (21) Mawweekumburewatta *alias* Walawwewatta of about Five Kurunies Kurakkan sowing in extent from and out of Mawweekumburawatta *alias* Walawwawatta of about Five Kurunies Kurakkan and its adjoining Maweehenekumbura of Two amunams and Two Pelas Paddy sowing in extent together registered in D319/156.
- (22) Hitinawatta of Four Kurinies Kurakkan sowing in extent registered in D285/51.
- (23) Maweehenewatta of Two and a Half Lahas Kurakkan sowing in extent from and out of Maweehenewatta of Two and a Half Lahas Kurakkan sowing in extent and its adjoining Maweehenekumbura of One Pela Paddy sowing in extent together registered in D182/91.
- 40 (24) Hettiyakumbure Pillewa of Three Seers Kurakkan sowing in extent registered in D185/271.

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attested by  
A. C. Amersinghe,  
Notary Public  
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*Continued*

P11  
Deed of  
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attested by  
A. C. Amera-  
singhe,  
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*Continued*

- (25) Nugagahamulawatta of Two Lahas Kurakkan sowing in extent registered in D185/272.
- (26) Bilinehagahamulawatta of Two Seers Kurakkan sowing in extent registered in D158/21.
- (27) Hitinawatta of Three Lahas Kurakkan sowing in extent registered in D89/360.
- (28) All that Lot A in Plan dated 11th February, 1915, made by E. C. Daniels Licensed Surveyor and filed of record in Partition Suit No. 21609 of the Additional Court of Requests of Kurunegala which said Lot A is One Acre 10 Two Roods and Twenty Perches (1A. 2R. 20P.) and is bounded on the North by Lots B and A1 in the said Plan, East by Lot A2 in the said Plan, South by garden of the plaintiff in the said Case and West by garden of Ranhamy and garden of plaintiff in the said case.

2. All that land called and known as "Kandubodahena" (now garden situated at Kurunegala in Tiragandahe Korale of Weuda Willi Hat Pattu in the District of Kurunegala North Western Province and containing in extent Four acres Three Roods and Eight Perches (4A. 2R. 08P.) and bounded on the North by Rock, East by fence 20 separating this land from the land of Mr. Daniels, South by Road from Puttalam to Kurunegala and West by land of Angangala Vihare according to Plan No. 2265 dated 29th December, 1941, and made by G. A. de Silva Licensed Surveyor which said premises bear present Assessment No. 180, Puttalam Road and are comprised of--

- (a) All that allotment of land called and known as Kandubodahena situated at Pallewalpola and described as of Two Lahas Kurakkan sowing in extent and registered in A65/30 of the Kurunegala Land Registry.
- (b) All that Allotment of land of One Acre bearing Assessment 30 No. 45 and Registered in A15/196 of the said Land Registry.

*Schedule " B "*

1. All that Allotment marked Lot 2 in Plan No. 2462 dated 27th July, 1942, made by G. A. de Silva Licensed Surveyor and which said Lot 2 is a specific and divided half share from and out of the premises described in Schedule " A " hereto situated at Dambeliyadda aforesaid which said Lot 2 is in extent Twenty-two acres and Twenty-four Perches (22A. 0R. 24P.) and is bounded on the North by land of Joseph Mudalali, land of Punchi Banda, field of Walawwa, field of 40 Pinhamy, land of Hetuhamy, East by Walawwe Kumbura, South by Lot 1 in the said Plan allotted to the party of the Second Part, West

by land of Mutu Menika, field of Banda and field of Kiri Mudiyanse, together with the plantations, buildings, and everything standing thereon and the aforesaid Right of Cart Way over the said Lot 1 and every other right now enjoyed by the said premises over the neighbouring lands.

P11  
Deed of  
Partition  
No. 2823  
attested by  
A. C. Amera-  
singhe,  
Notary Public  
18.8.45—  
*Continued*

2. All that Lot 2 in Plan No. 2265 dated 29th December, 1941, made by G. A. de Silva, Licensed Surveyor containing in extent Two Acres One Rood and Twenty-four Perches (2A. 1R. 24P.) from and out of the land called Kandubodahena now garden situated at  
10 Kurunegala in Tiragandahe Korale of Weuda Willi Hat Pattu in the District of Kurunegala North Western Province in extent Four Acres Three Roods and Eight Perches (4A. 3R. 08P.) and which said Lot 2 is bounded on the North by Rock, East by fence separating this Lot from the land of Mr. Daniels, South by Road leading from Puttalam to Kurunegala and West by Lot 1 together with the buildings bearing Assessment No. 180 and all the plantations standing thereon.

(Sgd.) N. E. WIJESINGHE.

(Sgd.) Illegibly.

20

(Sgd.) A. C. AMERASINGHE,

*Notary Public.*

*Schedule " C "*

1. All that Allotment marked Lot 1 in Plan No. 2462 dated 27th July, 1942, made by G. A. de Silva, Licensed Surveyor which said Lot 1 is a specific and divided one half share ( $\frac{1}{2}$ ) or portion from and out of the premises described in the Schedule " A " hereto situated at Dambeliyadda aforesaid which said Lot 1 is in extent Twenty-two Acres and Twenty-four Perches (22A. 0R. 24P.) and is bounded on the North by the allotment of land marked Lot 2 in the  
30 said Plan, East by Walawwekumbura, South by land of Kiri Mudiyanse, Chena of Parana Walawwa and land of C. W. Tennakoon and West by land of Mudalihamy, land of Pinhamy, land of Ukku Banda and land of Mudalihamy together with Walawwa and other buildings and the plantations on the said Lot 1 and together with the rights of Cart Way and other rights of way enjoyed by the said premises over the neighbouring lands but subject to the right of cart way hereinbefore granted to the owners of the aforesaid Lot 2 over the said Lot 1.

2. All that Lot 1 in Plan No. 2265 dated 29th December, 1941,  
40 made by G. A. de Silva, Licensed Surveyor containing in extent Two Acres One Rood and Twenty Perches (2A. 1R. 20P.) and bounded on the North by Rock, East by Lot 2 in the said Plan, South by Road from Puttalam to Kurunegala and West by fence separating this Lot from the land of Angangala Vihare which said Lot 1 is the

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A.C. Amera-  
singhe,  
Notary Public  
18.8.45—  
Continued

Divided Western Half share of Kandubodehena described in Schedule A hereinbefore and is situated at Kurunegala aforesaid together with the well and the plantations on the said Lot.

*Witnesses :*

We do hereby declare that we are well acquainted with the executants of this deed and know their proper names, occupations and residences. } (Sgd.) N. E. WIJESINGHE.  
} (Sgd.) Illegibly.

(Sgd.) Illegibly.

(Sgd.) Illegibly.

10

(Sgd.) A. C. AMERASINGHE,  
*Notary Public.*

I, Kalpege Albert Clarence Amerasinghe of Kurunegala Notary Public do hereby certify and attest that the foregoing instrument having been duly read over and explained by me to the within named Kandegedera Wijesundera Gunaratne Tennakoon Herat Mudiyanse Ralahamillage Nandawathie Enid Tennakoon Kumarihamy who has signed as "N. E. Wijesinghe" and Kandegedera Wijesundera Gunaratne Tennakoon Herat Mudiyanse Ralahamillage Charles 20 Ennoruwe Tennakoon who has signed illegibly both of whom are known to me in the presence of Damian Adrian Bernard Ratnayaka and Frank Markus Proctors S.C. both of Kurunegala, both of whom have signed illegibly the subscribing witnesses hereto both of whom are known to me the same was signed by the said executants and also by the said witnesses in my presence and in the presence of one another all being present at the same time at Kurunegala on this Eighteenth day of August One thousand Nine hundred and Forty-five.

And I further certify and attest that before the said deed was read over and explained by me as aforesaid in the Original on Page 3 30 in line 4 "Tennakoon" interpolated, on page 4 in line 25 "exclusive of the Roads" interpolated, in the duplicate on page 2 in the last line "Tennakoon" interpolated, on page 4 in line 21 "Exclusive of the roads" interpolated, on page 5 "parties" deleted "premises" interpolated, in line 16 "D113/357" deleted, in line 27 "about" interpolated.

The Duplicate of this instrument bears One stamp of the value of Re. 1/- and that the stamp was supplied by me.

(Sgd.) A. C. AMERASINGHE,  
*Notary Public. 40*

(SEAL)

Date of Attestation.

This 18th day of August, 1945.

## P21

Letter from Messrs. Perera & Perera, Proctors, to 1st  
DefendantPERERA & PERERA,  
*Proctors, S.C.*Kurunegala,  
17th September, 1945.A. M. Lairis Appu, Esq.,  
10 Shanti,  
Kandy Road,  
Kurunegala.

Dear Sir,

We have been instructed by our client, Mrs. R. K. Wijesinghe of 122, Dutugemunu Street, Dehiwala, to inform you that she has come to learn that you have obtained a transfer of house and premises bearing No. 180, Puttalam Road, Kurunegala, from her father Mr. C. W. Tennakoon. Your Vendor has only a fiduciary interest in the said property due to be determined at his death and the property

20 is due thereafter to vest in our client and her brother, Mr. C. E. Tennakoon, who by a deed of partition has made over the said property to our client. We are further instructed to inform you that the deed of lease in your favour from Mr. C. W. Tennakoon is also void in law and that our client will not recognise any right or title in you to the said premises on the death of her father. Please note that our client definitely refuses to be held responsible for any improvements which you may effect on the said premises and that she cannot accept any bona fides on your part in respect of your interests in the said premises.

30

Yours faithfully,  
(Sgd.) PERERA & PERERA.

## P9

## Diary of C. W. Tennakoon with a Marked Page (P9A)

Pocket Diary for 1946

' P9A '

1946 *January.*25 *Friday.*

Ask Eustace for my reading glasses.

City Mudalali for Deed.

40 Proctor Ihalagama Deed.

## P21

Letter from  
Messrs Perera  
& Perera,  
Proctors, to  
1st Defendant  
17.9.45

## P9

Diary of C. W.  
Tennakoon  
with a Marked  
Page (P9A)  
25.1.46



P9  
Diary of C. W.  
Tennakoon  
with a Marked  
Page (P9A)  
25.1.46—  
*Continued*

26 *Saturday.*

Edmund for my Rajavallia and Kotmale Pura Writtha.  
Ask Ekanayaka the book sent to D.C. Mudaliyar.

27 *Sunday.*

List of Lands, ask Proctor Wiratunga.

D4  
Deed of  
Mortgage  
No. 3088  
attested by  
D. N.  
Wiratunga,  
Notary Public  
26.4.46

D4

**Deed of Mortgage No. 3088 attested by D. N. Wiratunga,  
Notary Public**

Prior Registration : *Vide* Schedule.  
Registered A519/49 and 50.

10

Kurunegala, 4th May, 1946.

No. 3088

Mortgage Rs. 15,000·00.

Know All Men by These Presents That I Abesiri Munasinghege Lairis Appu of Kandy Road, Kurunegala (hereinafter called the mortgagor), held and firmly bound unto Dunusinghe Aratchige Appuhamy of King Street, Matale, and Ularatchige L. Appuhamy of Marawila in Chilaw District (hereinafter called the mortgagee) in the sum of Rupees Fifteen Thousand only (Rs. 15,000·00) borrowed by 20 me from the said mortgagees (the receipt whereof is hereby acknowledged) to be paid to the said mortgagees their heirs executors administrators and assigns together with interest thereon at the rate of six per cent per annum to be computed from date hereof.

And for the payment of the said sum of Rupees Fifteen thousand only (Rs. 15,000·00) and the said interest to be well and truly paid I bind myself my heirs executors administrators and assigns firmly by these presents and for securing unto the said mortgagees and their aforewritten the payment of all sums of money payable under by virtue of or in respect of these presents I do hereby specially mortgage 30 and hypothecate to and with the said mortgagees and their aforewritten as a primary mortgage free from encumbrances the premises hereinafter in the schedule fully and particularly described. Together with all the rights privileges easements servitudes and appurtenances whatsoever thereto belonging or in any wise appertaining or used or enjoyed therewith or reputed or known as part or parcel thereof. And all the estate right title interest claim and demand whatsoever of me the said mortgagor in to upon or out of the said premises and

I do hereby covenant and declare with and to the said mortgagees and their aforewritten that I have good right to mortgage the said premises in the manner aforesaid and that the said premises are free from encumbrances whatsoever and that I shall and will at all times during the continuance of these presents do and execute or cause to be done and executed all such further and other acts deeds matters and things which may be necessary or expedient for the better or more perfectly assuring the said premises or any part thereof by way of mortgage unto the said mortgagees and their aforewritten 10 as may be reasonably required.

D4  
Deed of  
Mortgage  
No. 3088  
attested by  
D. N.  
Wiratunga,  
Notary Public  
26.4.46—  
*Continued*

*Schedule Above Referred To :*

1. Kandubodehenadenawatta of Two and half lahas Kurakkan sowing in extent situated at Pallewalpola in Tiragandahaye Korale of Weudawilli Hatpattu in Kurunegala District North Western Province and bounded on the North by Angangala Vihare, East by property of Salaaman Perera now of Tennekoon Kumarihamy, South by Puttalam Road and West by the limitary fence of the property of Angangala Temple and Registered in A519/49.

20 Nos. 180, 182, 184, 186 situated at Pallewalpola aforesaid and bounded on the North by Mahagala (Rock), on the East by the fence of G. N. de Silva's garden, South by Puttalam Road and on the West by the fence of Felsingers garden containing in extent One acre more or less and Registered in A519/50.

Held and possessed by me the said Mortgagor under and by virtue of Deed No. 3014 dated 12th April, 1945, and attested by D. N. Wiratunga, Notary Public.

In Witness Whereof I the said Mortgagor do hereunto and to two others of the same tenor and date as these present set my hand 30 at Kurunegala on this Twenty-sixth day of April, One thousand Nine hundred and Forty-six.

*Witnesses :*

Signed and delivered in the presence }  
of us and we declare that we are } (Sgd.) Illegibly.  
well acquainted with the execu- }  
tant and know his proper name, }  
occupation and residence. }

1. (Sgd.) Illegibly.
2. (Sgd.) Illegibly.

(Sgd.) D. N. WIRATUNGA,  
*Notary Public.*

D4  
Deed of  
Mortgage  
No. 3088  
attested by  
D. N.  
Wiratunga,  
Notary Public  
26.4.46—  
*Continued*

I, Don Norbert Wiratunga of Kurunegala, Notary Public, do hereby certify and attest that the foregoing instrument having been read over and explained by me the said Notary to the within named Abesiri Munasinghege Lairis Appu the said Mortgagor who has signed this deed in English as "A. M. Lairis Appu" who is known to me in the presence of Hiyaregamage Don Porolis Appuhamy and Komitige Joseph both of Kurunegala the former of whom have signed in English as "H. G. Don Porolis Appuhamy" and the latter of whom have signed in Sinhalese, the subscribing witnesses hereto both of whom are known to me was signed by the said Mortgagor and by the said witnesses in my presence and in the presence of one another all being present at the same time at Kurunegala on this Twenty-sixth day of April, One thousand Nine hundred and Forty-six. 10

I further certify and attest that the duplicate of this instrument bears four stamps of the value of Rs. 123/- and the original bears one stamp of the value of Re. 1/- and that the stamps were supplied by me and that the consideration hereof was paid in my presence and that in both the original and duplicate in lines 4 and 5 of page 1 the words "Dunusinghe Aratchige Appuhamy of King Street, Matale, and Ularatchige L. Appuhamy" were typed over erasure marks and in the duplicate of same page in line 11 that words "at the rate" were typed over erasure marks and in the same page of same line the words "of six" were interpolated and in the duplicate in line 27 the word "Mhagamha" and in line 33 of same page the word "at" were struck off and in the original in line 27 of page 2 the letter "a" between the letters "o" and "c" of the word "Roack" struck off before the foregoing instrument was so read over and explained. 20

Which I attest.

(Sgd.) D. N. WIRATUNGA,  
Notary Public. 30

Date of Attestation.  
26th April, 1946.

(SEAL)

P13  
Deed of Lease  
No. 3295  
attested by  
D. N. Wiratunga,  
Notary Public  
12.1.50

**P13**  
**Deed of Lease No. 3295 attested by D. N. Wiratunga,**  
**Notary Public**

(Copy)

Application No. 613/28.4.54.

No. 3295

LEASE

This Indenture made and entered in this Twelfth day of January, One thousand Nine hundred and Fifty between Charles Wilmot 40

Tennekoon of Dambeliyadda (hereinafter called the lessor) of the One part, and Dunusinghe Mudiyansele Appuhamy of Karaweddana in Gandahaye Korale (hereinafter called the lessee) of the other part.

P13  
Deed of Lease  
No. 3295  
attested by  
D. N. Wira-  
tunga,  
Notary Public  
12.1.50—  
*Continued*

*Witnesseth*

That in consideration of the sum of Rupees Twenty-one thousand (Rs. 21,000.00) being the full rental for the full period of five years payable at the rate of Rupees three hundred and fifty (Rs. 350.00) per mensem, the covenants and agreements hereinafter contained on  
10 the part and behalf of the lessee to be observed and performed the lessor do hereby let, demise and lease unto the lessee his heirs executors administrators and assigns the premises hereinafter fully described in the Schedule to These Presents together with all and singular the rights privileges easements servitudes and appurtenances whatsoever to the said premises belonging or used or enjoyed therewith, or reputed or known as part and parcel thereof and all the estate right title interest claim and demand whatsoever of the lessor in, to, out of or upon the same To Hold the said premises hereby demised with all and singular the rights and appurtenances hereunto belonging unto  
20 the lessee his heirs executors administrators and assigns for and during the period of five years commencing from the twelfth day of January One thousand Nine hundred and Fifty fully to be completed and ended.

The Lessor agrees to allow the Lessee to possess leased premises for a period of one year at the expiration of the lease free of rent. And the lessee do hereby for his heirs executors administrators and assigns, covenant with the lessor his heirs executors administrators and assigns that the lessee or his aforewritten shall and will at the expiration or other sooner determination of the said term peaceably  
30 and quietly deliver up and surrender the said premises unto the lessor or aforewritten in good order and condition reasonable wear and tear excepted. And the lessor do hereby for myself my heirs executors administrators and assigns covenant with the lessee his heirs executors administrators and assigns that the lessee observing and performing the covenants and conditions herein contained on his part to be observed and performed shall and may peaceably and quietly possess and enjoy the said premises hereby demised during the said term hereby granted without any interruption from or by the lessor or any person rightfully claiming from or under.

40 In Witness whereof the lessor and the lessee do hereunto and to two others of the same tenor and date as these presents set their hands at Kurungala on this Twelfth day of January One thousand Nine hundred and fifty.

*The Schedule Above Referred to :*

P13  
Deed of Lease  
No. 3295  
attested by  
D. N. Wira-  
tunga,  
Notary Public  
12. 1.50—  
*Continued*

1. Kadurulande Nagahamulahena of about eight lahas Kurakkan sowing in extent situated at Aluthgama in Dewamede Korale of Dewamede Hatpattu in the District of Kurunegala North Western Province and bounded on the North by the limit of the chena belonging to Dingiribanda and others, East by fence of the gaala of Ranhamy and others, South by hena of Tennakoon Ratemahatmaya and West by Village limit of Dilla and together with trees plantations and everything standing thereon.

2. Gorakgahakotuwehena of five kurunies Kurakkan sowing in 10 extent situated at Bamunukotuwa in Dewamede Korale aforesaid and bounded on the North by chena of Appurala, East by Weupitiya, South by chenas of Appuhamy Aratchila, and West by Village boundary of Talgasange and together with everything standing appertaining thereto.

3. An undivided two-third ( $\frac{2}{3}$ ) share of Pillewa adjoining to Lindakumbura and Kahatagahamulahena of about five lahas Kurakkan sowing in extent situated at Bamunukotuwa aforesaid and bounded on the North by limit of the garden of Rammenika, East by Lindakumbura, South by chena of Appu and West by Village boundary 20 of Dambaliyadda.

4. The land called Gorakgahakotuwehena of about one pela Kurakkan sowing in extent situated at Bamunukotuwa aforesaid and bounded on the North, East and South by gardens of Tennakoon Ratemahatmaya and West by Village boundary of Talgasange Gankadaima and together with everything appertaining thereto.

5. The field called Dangahamulahena of about six lahas Kurakkan sowing in extent situated at Pandithagama in Walgam Pattu Korale of Dewamede Hatpattu aforesaid and bounded on the North and West by Village boundary of Talgasange, East by chena of 30 Tennakoon Ratemahatmaya, South by High Road and together with everything appertaining thereto.

6. Gorokgahakotuwe Kumbura of two pelas paddy sowing in extent situated at Bamunakotuwa in Dewamede Korale aforesaid and bounded on the North by limitary ridge of the field of Menikhamy, East and South by land of Mudalihamy alias Punchirala and West by land of Tennakoon Ratemahatmaya and together with trees plantations and everything standing thereon.

7. An undivided One-fourth ( $\frac{1}{4}$ ) share of Gorakgahakotuwehena of about six lahas Kurakkan sowing in extent situated at Bamuna- 40

kotuwa aforesaid and bounded on the North and East by field and We Roda, South and West by high road leading to Dambeliyadda and garden of Tennakoon Ratemahatmaya.

P13  
Deed of Lease  
No. 3295  
attested by  
D. N. Wiratunga,  
Notary Public  
12.1.50—  
*Continued*

8. An undivided half share ( $\frac{1}{2}$ ) of Kanuketiye Kumbure of four Kurunies Kurakkan sowing extent situated at Talgasange in Dewamedi Korale aforesaid and bounded on the North by garden of Ausadahamy, East by Village boundary of Bamunakotuwa South by garden of Kiribanda and West by field of Ukkuhamy and others.

9. The land called Gorokgahakotuwe Gorokgahamulahena of about five lahas Kurakkan sowing in extent situated at Bamunakotuwa in Devamedi Korale aforesaid and bounded on the North, East, South and West by the chena of Tennakoon Ratemahatmaya.

10. An undivided half share of Katupellekumbure of about two lahas Kurakkan sowing in extent situated at Bamunakotuwa aforesaid and bounded on the North by field of Tennakoon R. M. and others, East by Welweta South by fence of Bomaluwewatta and West by fence of Hitinawatta.

11. An undivided  $\frac{3}{4}$  share of Ambagahamulawatta of about one kurunie Kurakkan sowing in extent situated at Bamunakotuwa aforesaid and bounded on the North by limitary ridge of Dangahakumbure East by the fence of the garden of Abadda South by limit of Huri Tree standing on the limit of chena of Ukkuhamy Ganaratchila and West by limit of the garden of Ranhamy together with trees plantations and buildings standing thereon.

12. An undivided ( $\frac{1}{2}$ ) half share of Meegahakumbure of two pelas paddy and its adjoining eastern portion of Hitinawatta of about one Timba Kurakkan sowing extent situated at Bamunakotuwa aforesaid and together bounded on the North by limitary ridge of the remaining two pelas of Kirihamy Gamarala and fence of the field of Wannihamy East by fence of the garden of Wannihamy, South by field of Wannihamy and field of Yahapathhamy and West by field of Tennakoon Ratemahatmaya.

13. The land called Makulagahamulahena of about five seers Kurakkan sowing in extent situated at Bamunakotuwa aforesaid and bounded on the North by this side of the Pataha, East by Pataha and the fence along Huri Tree of the garden of Mohammodu Mutalidu and High Road, South by the fence of the garden of Mohammodu Mutaliku and High Road and West by Makula tree and the road along Kon Tree.

P13  
Deed of Lease  
No. 3295  
attested by  
D. N. Wira-  
tunga,  
Notary Public  
12. 1.50—  
*Continued*

14. The land called Dangahamulahena of about three seers Kurakkan sowing in extent situated at Bamunakotuwa aforesaid and bounded on the North by High Road to Katupotha along the limitary ridge East by Wel Road, South by garden of Mutaliku and West by High road, and together with everything appertaining thereto.

15. The land called Kahatagahamulahena of about two Kurunies Kurakkan sowing in extent situated at Bamunakotuwa aforesaid and bounded on the North by Tank Bund (Wekanda), East by fence of the gardens and Tekkagahamula Humbaha South and West by High Road together with everything appertaining thereto. 10

16. The land called Galahena of two Kurinies Kurakkan sowing extent and its adjoining Kongahamulahena of three lahas Kurakkan sowing in extent situated at Bamunakotuwa aforesaid and bounded on the North by garden of Mudalihamy Aratchila and Wela, East by garden of Ranhamy Lekammahatmaya South by High Road and West by garden of Tennakoon Ratemahatmaya together with everything standing thereon.

17. An undivided one-fourth ( $\frac{1}{4}$ ) share of Katupelekumbure Pillewa of three lahas Kurakkan sowing extent situated at Dambaliadda in Dewamedi Korale aforesaid and bounded on the North by 20 field of Ratemahatmaya, East by fence of the field of Mudalihamy, South by the ditch of the garden of Ratemahatmaya and West by the garden of Dingiri Banda and others.

18. The land called Gorokgahakotuwe tummanhandiya hena of five lahas Kurakkan sowing extent situated at Bamunakotuwa aforesaid and bounded on the North by Cart Road, East by High Road, South and West by Rukkatana tree and Kahata tree on the limit of the chena of Menikhamy and Bin Humbaha together with the plantations and everything standing thereon.

19. The land called Wetakeyawalehena of about five lahas 30 Kurakkan sowing in extent situated at Moonemalle Panditigama in Walgampattu Korale aforesaid and bounded on the North by the village limit of Bamunakotuwa, East by the limit where the Kahata tree stand, South by High Road leading to Katupotha and West by Mahakon tree on the limit of the chena of Anagi Naide and together with everything standing thereon.

20. An undivided one-third share ( $\frac{1}{3}$ ) of all those high and low lands called Mawihenewatta of about two and half lahas Kurakkan sowing extent and its adjoining Mawihenekumbure of about one 40 pela paddy sowing in extent situated at Dambeliyadda aforesaid and

together bounded on the North by the garden and field belonging to Tennakoon Ratemahatmaya, East by the garden belonging to Tennakoon Ratemahatmaya, South by the field of Ausadahamy and the garden of Ratemahatmaya and West by the Walawewatta of Ratemahatmaya together with the plantations and everything thereon.

P13  
Deed of Lease  
No. 3295  
attested by  
D. N. Wira-  
tunga,  
Notary Public  
12.1.50—  
*Continued*

21. An undivided one-fourth share of all that land called Mawihenepillewawatta of about six Kurunies of Kurakkan sowing in extent situated at Dambeliyadda aforesaid and bounded on the North and  
10 West by the field, East by Ela and the limit where Mee Tree stands South by the limit of the garden of Tennakoon Ratemahatmaya and the limit of the land of Banda and others together with all the plantations and everything standing thereon.

22. An undivided one-fourth ( $\frac{1}{4}$ ) share of the land called Mawehenepillewewatta of about six Kurunies Kurakkan sowing extent situated at Dambeliyadda aforesaid and bounded on the North and West by Wela, (field) East by Ela and limit where Mee tree stands, South by limit of the garden of Tennakoon Ratemahatmaya and  
20 limit of the garden of Banda and others and together with everything standing thereon.

23. An undivided half ( $\frac{1}{2}$ ) share of Katupelellekumburepillewa of three lahas Kurakkan sowing in extent situated at Dambeliyadda aforesaid and bounded on the North by field of Ratemahatmaya, East by fence of the field of Mudalihamy, South by the ditch of the garden of Ratemahatmaya and West by fence of the garden of Dingiribanda and others together with everything standing thereon.

24. An undivided half ( $\frac{1}{2}$ ) share of the field called Wekumbura of about three pelas paddy sowing in extent *alias* one acre three roods and twelve perches (A.1 R.3 12P.) situated at Dambeliyadda aforesaid and bounded on the North by field belonging to Ukkurala and  
30 others, East by fence of Gedarawatta, South by the limitary ridge of the field of Ukkurala and on the West by the limitary ridge of the field of Pinhamy and Yahapathhamy. Held and possessed by me the said Lessor by right of inheritance from my deceased father C. E. Tennakoon.

25. The divided Southern portion in extent eight lahas (8) sowing in extent out of the Eastern portion in extent one Pela Kurakkan sowing extent separated by a Cart Road out of Udawewa Henayaya of two pelas Kurakkan sowing extent situated at Dambali-  
40 yadda in Dewamedi Korale of Devamedi Hath Pattu in the District of Kurunegala, North Western Province and which said divided Southern protion is bounded on the North the Bin Humbaha separating





same line of same page the words " of Tennakoon R. M. and others " were interpolated in line 21 of same page the words " and south " were struck off in line 30 of same page the " this field were struck off and the words Kirihamygammarala were interpolated in line 23 of same page the words limit of were interpolated " d " was struck off and in line 35 of same page the word " pataha " was typed over erasure marks and in line 7 page 5 the word road was typed over erasure marks in line 21 of same page the words " in Dewamede Korale " were interpolated and in line 26 of same page the word " bounded " was struck off and in line 4 of page 6 the words " Mee tree " were struck off and in line 5 of same page the words " of Mee tree " were struck off in line 31 of same page the words " and which said divided souther " were struck off and in line 7 of page 7 the words " on the North " were interpolated and in the original in line 8 of page 3 the word " Hunange was struck off and the word " Talgasange " was interpolated, in line 23 of same page the words " Bamunakotuwa " aforesaid " were struck off, in line 24 of same page the words " said and bounded " were struck off and in line 31 of same page the words " of Menikhamy " were struck off and in line 4 of page 4 the word " East " was struck off, in line 13 of same page the word " Gorokgahamulahena " was interpolated, in line 20, of same page the words " by field of Tennakoon R.M. and others were interpolated, in same line of same page the word " and " and the words " field fence of the field " were struck off, in line 23 of same page the word " Kuruni " was interpolated, in line 24 of same page the words " South and " were struck off in line 25 of same page the word " South was struck off and in same line of same page the words " the field " were struck off, in line 26 of same page the words " limit " of were struck off in line 27 of same page the word chena was struck off and the words limit of were interpolated and in same line of same page the word once was struck off and the word limit was interpolated and in line 34 of same page the words limitary Tene were struck off and in line 6 of page 5 the words this side of the were struck off in line 7 of same page the words High Road were interpolated in line 9 of same page the word along was interpolated in line 19 of same page the word of was struck off in line 20 of same page the words and Anthill of Thekkagahamula were struck off in line 31 of same page the words in Dewamede Korale were interpolated and line 34 of same page the word Pinnie was struck off and in line 4 of page 6 the word Bin Humba was struck off in line 5 of page 6 the words limit of the were interpolated in line 11 of same page the word 3 was struck off and the word road was interpolated and in line 25 of same page seers was struck off and in line 15 of page 7 the words garden of were interpolated in line 2 of same page the letter was struck off and in line 24 of same page the words of the field of were interpolated before the deed was read over and explained and that out of the consideration a sum of Rupees One thousand and Five hundred (Rs. 1,500.00) was paid in my presence

P13  
Deed of Lease  
No. 3295  
attested by  
D. N. Wiratunga,  
Notary Public  
12.1.50—  
*Continued*

P13  
Deed of Lease  
No. 3295  
attested by  
D. N. Wiratunga,  
Notary Public  
12.1.50—  
*Continued*

and that the duplicate of this instrument bears 15 stamps of the value of Rs. 210.00 and the original bears a stamp of the value of Re. 1/- and that the said stamps were supplied by me.

(Sgd.) D. N. WIRATUNGA,  
*Notary Public.*

Date of Attestation.  
12th January, 1950.

I, E. R. de Silva, Registrar of Lands, Kurunegala, do hereby certify that the foregoing is a true copy of a deed of Lease made from the duplicate filed of record in this office and the same is granted on 10 application of A. C. Amarasinghe, Esqr., Proctor of Kurunegala.

(Sgd.) E. R. de SILVA,  
*Registrar of Lands.*

Land Registry,  
Kurunegala.  
3.5.54.

P22  
Post Office  
Receipt of the  
Registration of  
Letter to  
1st Defendant  
25.1.50

P22

**Post Office Receipt of the Registration of Letter to  
1st Defendant**

Registered Postal Article Receipt No. 642 20  
Received from Mrs. C. W. Tennakoon.  
Article addressed to Lairis Appuhamy.

Insured for Rs.....C.....  
upon which Postage and Registration Fee Rs. ... C. 25 Insurance  
Fee Rs... C...has been paid.

(Sgd.) Illegibly.  
*Postmaster's Signature.*

Date Stamp.  
Bamunakotuwa.  
25 JA 50.

30

D11

**Deed of Transfer No. 2474 attested by D. A. B. Ratnayake,  
Notary Public**

D11  
Deed of  
Transfer  
No. 2474  
attested by  
D. A. B. Ratna-  
yake, Notary  
Public  
24.3.51

True copy of Deed No. 2474  
attested by me from my  
Protocol copy.

(Sgd.) Illegibly  
on Re. 1/- stamp.

Deed of Transfer  
No. 2474

10

Rs. 60,000/-.

To All to Whom These Presents Shall Come The Bank of Chettinad Limited, a Company duly registered under the Indian Companies' Act and having its Head Office at No. 84, Mogul Street, Rangoon, in Burma and a Branch Office at No. 256, Sea Street, Colombo.

Sends Greeting :

Whereas under and by virtue of the deeds hereunder recited and by long and prescriptive possession and otherwise the said the Bank of Chettinad Limited is the owner and is well and truly entitled  
20 to all that and those the premises in the schedule hereto fully described.

And Whereas the said the Bank of Chettinad Limited has agreed with and to Abeysiri Munasinghe Lairis Appu of Kurunegala for the absolute sale and conveyance to him of the said premises free of any encumbrance at or for the price of Rupees Sixty thousand (Rs. 60,000/-) lawful currency of Ceylon.

And Know Ye and These Presents Witness that in pursuance of the said agreement and in consideration of the said sum of Rupees Sixty thousand (Rs. 60,000/-) lawful currency of Ceylon well and truly  
30 paid to the said the Bank of Chettinad Limited by the said Abeysiri Munasinghe Lairis Appu (the receipt whereof the said the Bank of Chettinad Limited hereby acknowledges and admits) the said the Bank of Chettinad Limited doth hereby sell grant convey assign transfer set over and assure unto him the said Abeysiri Munasinghe Lairis Appu his heirs executors administrators and assigns all that and those the premises in the schedule hereto fully described together with all the singular the rights privileges ways easements advantages servitudes and appurtenances whatsoever belonging there-  
40 or known as part or parcel of or appurtenant to the same or to any part thereof and all the estate right title interest claim and demand

D11  
Deed of  
Transfer  
No. 2474  
attested by  
D. A. B.  
Ratnayake,  
Notary Public  
24.3.51—  
*Continued*

whatsoever of the said the Bank of Chettinad Limited in, to, upon, or out of the said premises and every part thereof together with all title deeds vouchers and other writings therewith held or relating thereto.

To Have and To Hold the said premises hereby sold and conveyed or intended so to be unto him the said Abeysiri Munasinghe Lairis Appu his heirs executors administrators and assigns absolutely and for ever.

And the said the Bank of Chettinad Limited, as to its own acts only doth hereby covenant and agree with the said Abeysiri Munasinghe Lairis Appu and his aforewritten that it has not at any time 10 heretofore executed any mortgage or similar money charge over the said premises in the said schedule hereto particularly described or any part thereof and further that the said the Bank of Chettinad Limited shall and will at the request cost and expense of the said Abeysiri Munasinghe Lairis Appu and his aforewritten make do and execute or cause to be made done and executed all such further and other acts deeds assurances matters and things whatsoever for the better and more perfectly assuring to the said Abeysiri Munasinghe Lairis Appu and his aforewritten the said premises in the schedule hereto particularly described as by the said Abeysiri Munasinghe 20 Lairis Appu shall or may be reasonably required but the said the Bank of Chettinad Limited doth not further or otherwise in any manner howsoever warrant or undertake to defend the title to the said premises or any part or portion thereof and any implied obligation on its part to do so is hereby expressly excluded.

And it is hereby declared that the said premises in the said schedule hereto particularly described is sold and corpus and not as quantitates and the extent and description thereof as set out in the schedule hereto are believed and shall be deemed to be correct and no error shortfall omission or misdescription of the said premises 30 shall invalidate the sale or be made the subject of any claim for compensation or increase or reduction in the purchase price.

And the said the Bank of Chettinad Limited doth hereby cede and surrender unto the said Abeysiri Munasinghe Lairis Appu and his aforewritten all and whatsoever rights of action the said the Bank of Chettinad Limited, may have by law or under or by virtue of the deeds in favour of its predecessors in title or by reason of any covenant to warrant title or any other covenants or agreements therein respectively containing or otherwise howsoever against all or any of the prior vendors or vendor of the said premises and every part or 40 portion thereof or the heirs executors or administrators of such deceased vendors or vendor and it is hereby declared that in no action

to enforce such rights as aforesaid shall the said the Bank of Chettinad Limited, be made or be bound to a party nor shall the said the Bank of Chettinad Limited be made or be bound to be a party nor shall the said the Bank of Chettinad Limited, be liable for any costs or charges incurred in respect thereof.

DII  
Deed of  
Transfer  
No. 2474  
attested by  
D. A. B.  
Ratnayake,  
Notary Public  
24.3.51—  
*Continued*

In Witness Whereof the said the Bank of Chettinad Limited by its duly appointed Attorney R.M. Palaniappa Chettiar doth hereunto and to two others of the same tenor and date as these presents set its hands at Kurunegala on this Fourth day of March One thousand  
10 Nine hundred and Fifty-one.

*Schedule*

1. All that allotment of land together with the tiled house and other buildings plantations and everything thereon formerly bearing Assessment No. 222 and now bearing Assessment No. 48 situated at Negombo Road within the Municipal Limits of the Town of Kurunegala in Tiragandahe Korale of Weuda Willi Hath Pattu in Kurunegala District of North Western Province and containing in extent one rood and nine and half perches (0A. 1R. 0.50P.) and bounded on the North by the land of Cooray later of John Perera Baas and now of  
20 the Vendor, East by land claimed by K. M. P. R. Muttu Raman, South by Negombo Road, West by land claimed by Basil Wiratunga and depicted in Plan No. 747 made by O. P. N. Schokman, Licensed Surveyor and dated 16th April, 1923.

Held and possessed by the said Bank of Chettinad Limited under and by virtue of deed of transfer No. 2756 dated 14th August, 1947, attested by R. Muttusamy of Colombo, Notary Public and registered in A.405/139 of the Kurunegala Land Registry.

2. All that divided portion marked Lot No. 5 in Plan dated  
30 14th December, 1939, made by Messrs. Barsenback and Schoorman, Licensed Surveyor together with the plantations thereon and containing in extent three acres three roods and twenty perches (3A. 3R. 20P.) from and out of all that land called Walawwewatta *alias* Kalagahamulawatta and Undakumbura *alias* Dangahakumbura now forming one property and known as Puttalam Gaala situated at Puttalam Road within the Municipal Limits or the Town of Kurunegala aforementioned and bounded on the North by lot 3 in the said plan, Puttalam Road and Lot 4 in the said Plan, East by the land of T. B. L. Moonamalle and the land of J. B. Thirinayakar and the land of  
40 K. M. P. R. Kumarappa Chetty, South by Ilangatilleke's land (now of Mr. Dissanayake) Mrs. D. A. B. Ratnayake's land and the land of Chettinad Corporation now the premises of the Vendor hereinbefore described under item A of this schedule. The land of Alex Wiratunga

D11  
Deed of  
Transfer  
No. 2474  
attested by  
D. A. B. Ratna-  
yake, Notary  
Public  
24.3.51—  
*Continued*

now of Basil Wiratunga hereinbefore referred to, and the land claimed by the Chettinad Corporation and now reputed to belong to Sri Lanka Omnibus Company Limited, West by the said land claimed by the Chettinad Corporation and now reputed to belong to the Sri Lanka Omnibus Company Limited, the land claimed by Mr. P. Tambiraja and lot 2 in the said Plan---

Held and possessed by the said Bank of Chettinad Limited, under and by virtue of deed No. 1898 dated 26th May, 1934, attested by John Wilson of Colombo, Notary Public, registered in A424/137. 10

(Sgd.) BANK OF CHETTINAD LIMITED,  
by its Attorney

RM. PALANIAPPA CHETTJAR.

(Sgd.) D. A. RATNAYAKE,  
*Notary Public.*

3. All that divided portion marked Lot No. 4 in the Plan dated 14th December, 1933, made by Messrs. Barsenback and Schoorman, Licensed Surveyors together with the buildings and plantations thereon and containing in extent three roods (0A. 3R. 00P.) from and out of all that land called Walawwewatta *alias* Kalagahamulawatta 20 and Udakumbura *alias* Dangahakumbura now forming one property and known as Puttalam Gaala and situated at Puttalam Road within the Municipal Limits of the Town of Kurunegala aforementioned and bounded on the North by the main road to Puttalam from Kurunegala, East by main road to Puttalam from Kurunegala and by the land of Mr. T. B. L. Moonamalle, South by lot 5 in the said Plan, West by lot 5 in the said plan containing in extent three roods (0A. 3R. 00P.).

Held and possessed by the said Bank of Chettinad Limited under and by virtue of deed No. 1899 dated 26th May, 1934, attested by John Wilson of Colombo, Notary Public and regis- 30 tered in A424/136.

4. All that divided portion marked Lot No. 2 in plan dated 14th December, 1933, made by Messrs. Barsenback and Schoorman, Licensed Surveyors together with the buildings and plantations thereon and containing in extent three acres three roods and twenty perches (3A. 3R. 20P.) from and out of all that land called Walawwewatta *alias* Kalagahamulawatta and Udakumbura *alias* Dangahakumbura now forming one property and known as Puttalam Gaala situated at Puttalam Road within the Municipal Limits of the Town of Kurunegala aforementioned and bounded on the North by lot 1 40 in the said Plan and the main Road to Puttalam from Kurunegala East by lots 3 and 5 in the said plan, South by land of Mr. P. Tambiraja West by lot 1 in the said Plan.

Held and possessed by the said Bank of Chettinad Limited, under and by virtue of Deed No. 1901 dated 26th May, 1934, attested by John Wilson of Colombo, Notary Public and registered in A424/134.

D11  
Deed of  
Transfer  
No. 2474  
attested by  
D. A. B.  
Ratnayake,  
Notary Public  
24.3.51—  
Continued

5. All that divided portion marked lot 3 in Plan dated 14th December, 1933, made by Messrs. Barsenback and Schoorman, Licensed Surveyors together with the buildings and plantations thereon and containing in extent one rood and twenty perches (0A. 1R. 20P.) from and out of all that land called Walawwewatta  
10 *alias* Kalagahamulawatta and Udakumbura *alias* Dangahakumbura and now forming one property and known as Puttalam Gaala situated at Puttalam Road within the Municipal Limits of the Town of Kurunegala aforementioned and bounded on the North by the Main Road to Puttalam from Kurunegala and lot 2 in the said Plan East by the main Road to Puttalam from Kurunegala and lot 5 in the said plan South by lot 5 in the said Plan West by lot 2 in the said Plan And All the Right Title and Interest of the Said Bank of Chettinad Limited, now vested and which may hereafter become vested in the said Bank of Chettinad Limited and as well in possession as in expectancy  
20 in and to the said Lot 3 and every part thereof and all the rights in the said Lot 3 held and enjoyed by the said Bank of Chettinad Limited, as well as all the rights which the said Bank of Chettinad Limited is or may be entitled to claim under the decree entered in Case No. 54119 of the District Court of Colombo in favour of the said Bank of Chettinad Limited and affecting the premises or any part or share of the premises called and known as Walawwewatta *alias* Kalagahamulawatta and Udakumbura *alias* Dangahamulakumbura of which the said lot 3 is a divided portion.

30 Held and possessed by the said Bank of Chettinad Limited under and by virtue of deed No. 1904 dated 9th May, 1934, attested by John Wilson of Colombo Notary Public and by long and prescriptive possession and registered in A434/135.

6. All that divided portion marked lot 1 in Plan dated 14th December, 1933, made by Messrs. Barsenback and Schoorman, Licensed Surveyors, together with the buildings and plantations thereon and containing in extent three acres, three roods and twenty perches (3A. 3R. 20P.) from and out of all that land called Walawwewatta *alias* Kalagahamulawatta and Udakumbura *alias* Dangahakumbura now forming one property and known as Puttalam Gaala  
40 situated at Puttalam Road within the Municipal Limits of the Town of Kurunegala aforementioned and bounded on the North by the land of P. S. M. Somasunderam Chettiar and the land of H. C. Costa East by the main road to Puttalam from Kurunegala and lot 2, South by lot 2 in the said plan, West by Crown land and the land of P. S. M. Somasunderam Chettiar and all the right title and interest of the



D11  
Deed of  
Transfer  
No. 2474  
attested by  
D. A. B.  
Ratnayake,  
Notary Public  
24.3.51—  
*Continued*

said Bank of Chettinad Limited now vested and which may hereafter become vested in the said Bank of Chettinad Limited as well in as in expectancy, in and to the said lot 1 and every part thereof and all the rights in and to the said lot 1 held and enjoyed by the said Bank of Chettinad Limited as well as all the rights which the said Bank of Chettinad Limited is or may be entitled to claim, under the decree entered in Case No. 54119 of the District Court of Colombo in favour of the said Bank of Chettinad Limited and affecting the premises or any part of the shares of the premises called and known as Walawwewatta *alias* Kalagahamulawatta and Udakumbura *alias* Dangaha-10 kumbura of which the said lot 1 is a divided portion—

Held and possessed by the said Bank of Chettinad Limited, under and by virtue of the said Deed No. 1904 and by long prescriptive possession and registered in A424/133.

*Witnesses :*

We do hereby declare that we are well acquainted with the said executant and know his proper name occupation and residence. } (Sgd.) BANK OF CHETTINAD LIMITED,  
By its Attorney  
RM. Palaniappa Chettiar. 20

1. (Sgd.) Illegibly.  
F. G. A. WEERAKOON.
2. (Sgd.) Illegibly.  
M. THAMOTERAM.

(Sgd.) D. A. B. RATNAYAKE,  
*Notary Public.*

I, Damian Adrian Bernard Ratnayake of Kurunegala in the Island of Ceylon Notary Public, do hereby certify and attest that the foregoing Instrument having been duly read over by RM. Palaniappa Chettiar withinnamed who is now known to me in the presence of Fredrick 30 Gomis Abeysinghe Weerakoon of 57, 1st Division, Maradana, and Marimuttu Thamoteram Pulle of Negombo Road, Kurunegala both of whom are known to me the same was signed by the said executant and by the said witnesses and by me the said Notary in my presence and in the presence of one another all being present at the same time at Kurunegala on this Twenty-fourth day of March, One thousand Nine hundred and Fifty-one, the said executant signing as "The Bank of Chettinad Limited" by its Attorney "RM. Palaniappa Chettiar" the duly constituted and appointed as such under the Indian Power of Attorney dated 26th February, 1949, a certified copy whereof is hereto annexed 40 and the said witnesses illegibly in English characters.

I further certify and attest that before the foregoing instrument was read over and signed as aforesaid that in the duplicate at page 1 line 3 the letters "ul" in "Mogul" were typed over erasures in line 10 "i" in "entitled" line 12 "and" were rectified at page 2 line 8

“ thereof or occupied or ” were deleted respectively in line 18 “ t ” in “ its ” was typed over erasures line 23 “ ank ” in “ Bank ” were rectified line 25 “ said ” after the word “ afore ” were deleted and at page 3 line 2 “ l ” in “ particularly ” in line 5 “ e ” in “ mis-des ” line 20 “ E ” in “ Limited ” line 21 the letters “ B ” and “ n ” in the word “ Bank ” in line 22 “ i ” in “ incurred ” in line 25 the letters “ alania ” in “ Palaniappa ” line 27 “ it ” in “ its ” were rectified and in line 3 the letter “ d ” in “ ad ” was written over “ s ” and in line 26 the words “ and to two others of the ” were deleted respectively  
 10 and in line 19 “ hereby ” was interpolated and at page 4 line 1 the word “ at ” was deleted in the same line “ t ” in “ the ” line 15 “ L ” in “ Lot ” line 27 “ i ” in “ item ” 1 ” in line 3 “ i ” in “ Kurunegala ” were rectified in line 7 “ containing in extent one ” and in line 8 “ rood and nine and half perches (0A. 1R. 00.50P.) ” were deleted respectively and at page 5 line 1 “ l ” in “ claimed ” in line 17 “ o ” in “ Road ” line 26 “ A ” in “ A424/136 ” line 28 “ 3 ” in “ 1933 ” were rectified in line 2 the letters “ Dorpor ” in Corporation ” were typed over erasures in line 4 “ Corporation ” was interpolated and in the same line “ Corporation ” was deleted at page 6 line 12 “ ci ” in  
 20 “ Municipal ” line 27 “ the ” line 16 “ 2 ” were interpolated respectively and in line 13 “ a ” in “ road ” in line 33 “ s ” in “ Marsenback ” were rectified at page 7 line 4 “ ci ” in “ Municipal ” in line 7 “ and lot 2 ” were interpolated in line 6 “ r ” in “ Kurune ” line 14 “ d ” in “ Chettinad ” in line 22 “ g ” in “ long ” were rectified and in line 12 “ held ” was deleted

and in the original page 2 line 28 letters “ r ” and “ y ” in “ particularly ” were rectified page 3 line 19 “ hereby ” was interpolated in line 3 “ a ” in “ ad ” was typed over erasures page 4 line 5 “ containing in extent one rood and ” and in line 6 “ nine and half perches  
 30 (0A. 1R. 50P) ” were deleted respectively in line 20 “ o ” in “ road ” was rectified at page 5 line 1 “ rpo ” in “ Corporation ” and in line 3 “ Corpor ” in “ Corporation ” and in line 14 “ e ” in “ called ” were typed over erasures in line 24 “ an ” in “ and ” were rectified at page 6 line 24 “ r ” in “ decree ” in line 28 “ s ” in “ is ” in line 35 “ B ” in “ Barsenback ” line 37 “ f ” in “ from ” were rectified line 28 the word “ the ” and at page 7 and 4 “ and lot 2 ” were interpolated in line 11 “ is or ” line 12 “ may be entitled ” were deleted respectively

and that the duplicate of this Instrument bears 10 stamps of the aggregate value of Rs. 964/- and the original one stamp  
 40 of the value of rupee one and that the said stamps were supplied by me and that the consideration was paid in cash in my presence.

Which I attest.  
 (Sgd.) D. A. B. RATNAYAKE,  
*Notary Public.*

The Date of Attestation :  
 The 24th day of March, 1951.

(SEAL)

D11  
 Deed of  
 Transfer  
 No. 2474  
 attested by  
 D. A. B. Ratna-  
 yake, Notary  
 Public  
 24.3.51—  
*Continued*

D9  
 Letter written  
 by the  
 Municipal  
 Commissioner,  
 Kurunegala  
 24.2.53

**D9**  
**Letter written by the Municipal Commissioner, Kurunegala**

No. A,  
 Municipal Council,  
 Kurunegala, 24.2.53.

Appuhamy, Esquire,  
 No. 180, Puttalam Road,  
 Kurunegala.

Sir, With reference to your letter of the 23rd instant, I hereby certify that the following are the particulars entered in the assessment lists from 1928 to 1953.

Year	Premises No.	Road	Owner	Occupier
1928 to 1938	93	Puttalam Road	Heirs of Mr. C. E. Tennakoon	P. E. de Kretser
1939 to 1944	180	Puttalam Road	Heirs of Mr. C. E. Tennakoon	A. C. Amerasinghe
1945 to 1948	180	Puttalam Road	A. M. Lairis Appu	A. C. Amerasinghe
1949 to 1953	180	Puttalam Road	—	—

Yours faithfully,  
 (Sgt.) Illegibly.  
 for Municipal Commissioner.

D10

**Report and Accounts of the Directors and Auditors of the  
Green Line Omnibus Co., Ltd., for the Year ended  
31.3.54**

D10  
Report and  
Accounts of  
the Directors  
and Auditors of  
the Green Line  
Omnibus Co.  
Ltd. for the  
Year ended  
31.3.54

GREEN LINE OMNIBUS COMPANY, LIMITED

*(The Liability of Members is Limited)*

KURUNEGALA

REPORT OF DIRECTORS AND AUDITORS

AND ACCOUNTS

FOR THE YEAR ENDED 31st MARCH, 1954

D10  
Report and  
Accounts of  
the Directors  
and Auditors  
of the Green  
Line Omnibus  
Co. Ltd. for  
the Year ended  
31.3.54—  
*Continued*

**BOARD OF DIRECTORS**

**Chairman and Managing Director :**

A. M. LAIRIS APPU

**Directors :**

H. G. MARTIN DIAS

J. P. FERNANDO, J.P., U.M.

**General Manager and Secretary :**

A. G. PIYADASA

**Auditors :**

CARTER & De COSTA

*Chartered Accountants*

**Bankers :**

BANK OF CEYLON, KURUNEGALA

BANK OF CEYLON, COLOMBO.

## NOTICE OF MEETING

GREEN LINE OMNIBUS COMPANY, LIMITED  
KURUNEGALA

Notice is hereby given that the Annual General Meeting of the Shareholders of the Company will be held at the Registered Office of the Company, No. 134, Kandy Road, Kurunegala, on the 27th day of November, 1954, at 10 a.m.

D10  
Report and  
Accounts of  
the Directors  
and Auditors  
of the Green  
Line Omnibus  
Co. Ltd. for  
the Year ended  
31.3.54—  
*Continued*

## BUSINESS

1. To read Notice convening Meeting.
- 10 2. To confirm Minutes of the previous Meeting.
3. To receive and consider the Directors' Report, Statement of Accounts and Balance Sheet as at 31st March, 1954, and Report of Auditors.
4. To elect a Director.
5. To fix Salaries of Directors.
6. To appoint Auditors and fix their remuneration.
7. To approve the Provident Fund for Employees.
8. To consider recommendation of Directors to declare an interim dividend of 6% in respect of period from 1st April, 1954, to 30th September, 1954.
- 20 9. To transact other business that may be duly brought before the Meeting.

By Order of the Board of Directors,  
A. G. PIYADASA,  
*Secretary.*

Kurunegala, 25th October, 1954.

## REPORT OF THE DIRECTORS

D10  
Report and  
Accounts of  
the Directors  
and Auditors of  
the Green Line  
Omnibus Co.  
Ltd. for the  
Year ended  
31.3.54—  
Continued

It is with pleasure the Directors present their Report together with the duly audited Accounts and the Balance Sheet for the year ended 31st March, 1954.

The figures shown in the Accounts and the Balance Sheet are self explanatory and we would confine our remarks to some salient features which are of considerable importance to the Shareholders.

**Gross Income.**—It will be observed that there had been an upward trend in the Gross collections of the Company from year to year from 1944-1954 as shown below :—

1944	..	..	..	Rs.	345,786·63	
1945	..	..	..	..	439,949·97	
1946	..	..	..	..	514,226·16	
1947	..	..	..	..	644,980·90	
1948	..	..	..	..	832,057·57	
1949	..	..	..	..	899,418·10	
1950	..	..	..	..	1,078,018·40	
1951	..	..	..	..	1,242,785·08	
1952	..	..	..	..	1,495,772·58	
1953	..	..	..	..	1,773,021·86	20
1954	..	..	..	..	2,056,572·06	

It has been possible to achieve these results consequent upon the increase of frequencies of the services and the addition of new vehicles.

**Fleet of Vehicles.**—The fleet consists of 47 Petrol and 39 Diesel Nelson type buses and 5 Hiring Cars. As far as possible every endeavour will be made to dieselise the fleet in order to keep down costs of operation. The following figures will show how the present strength has been built up :—

Year	Additions	Nelson type	Old type	Total	
1944	.. —	.. —	.. 31	.. 31	
1945	.. 7	.. 7	.. 31	.. 38	
1946	.. 9	.. 16	.. 30	.. 46	
1947	.. —	.. 16	.. 30	.. 46	
1948	.. 11	.. 27	.. 19	.. 46	
1949	.. 8	.. 35	.. 9	.. 44	
1950	.. 10	.. 45	.. 5	.. 50	
1951	.. 5	.. 50	.. 4	.. 54	
1952	.. 14	.. 64	.. 2	.. 66	
1953	.. 18	.. 82	.. —	.. 82	40
1954	.. 4	.. 86	.. —	.. 86	

The Company holds 34 Stage Carriage Permits to operate Bus Services and seven Stage Carriage Permits to operate Cab Services. The fleet satisfies the departmental requirements of the Commissioner of Motor Traffic who has commented upon the services as satisfactory.

D10  
Report and  
Accounts of  
the Directors  
and Auditors of  
the Green Line  
Omnibus Co.  
Ltd. for the  
Year ended  
31.3.54—  
*Continued*

**Maintenance.**—A satisfactory Repair Shop is maintained as a result of the provision of a Lathe, High Pressure Washing Machine Hoist, Brake Relining Machine, King Pin Bush Reamers, Injector Nozzle Testers, Battery Charger, Vulcanizer, etc. But certain major  
10 works have still to be entrusted to engineering firms in Colombo. Most of our new bus bodies are built in the Garage premises under our own supervision.

**Gasoline.**—Petrol and Diesel Pumps installed at the Garage meet a major portion of the gasoline requirements.

**Taxes.**—Income Tax up to the year ending March, 1953, and Profits Tax up to 1953 have been fully paid up. In this connection we refer to the remarks in the Auditor's Report annexed hereto.

**Provident Fund.**—It has been decided to commence a Provident Fund for the Employees with effect from 1st January, 1955. The  
20 Rules of the Fund have been referred to the Commissioners of Income Tax and Labour for their approval.

**Staff Welfare.**—A Canteen, a Reading Room and a Lunch Room have been provided within the Garage Premises for the benefit of the employees.

**Dividends.**—The Directors do not recommend the payment of a dividend as adequate reserves have to be built up for taxation and a general reserve.

Mr. A. M. Lairis Appu retires and being eligible offers himself for re-election as a Director.

30 The Directors have to express their thanks to the Auditors, Messrs. Carter & De Costa, who have been of great assistance. Their re-appointment for the ensuing year is recommended.

By Order of the Board of Directors,  
A. G. PIYADASA,  
*Secretary.*

Kurunegala, 25th October, 1954.



## REPORT OF THE AUDITORS

D10  
Report and  
Accounts of  
the Directors  
and Auditors  
of the Green  
Line Omnibus  
Co. Ltd. for  
the year ended  
31.3.54—  
*Continued*

Colombo, 17th September, 1954.

The Members of  
The GREEN LINE OMNIBUS COMPANY, LIMITED,  
134, KANDY ROAD, KURUNEGALA.

Dear Sirs,

We have completed the audit of the accounts of the Company for the year ended 31st March, 1954, and have pleasure in forwarding herewith—

Balance Sheet as at 31st March, 1954. 10

Working and Profit and Loss Account for the year ended 31st March, 1954.

Anuradhapura Branch Working and Profit and Loss Account as at 31st March, 1954.

Schedules referred to in Balance Sheet.

**Vouching.**—We have tested the waybills with the Waybill Register for seven months and the ticket books with the waybills for one month and found these to be in order, but for a few negligible arithmetical errors. Over 95% of the receipts and payments have been vouched and as in the past the payments in respect of Route maintenance were 20 not supported by vouchers.

**Cash.**—We have counted the cash in hand and found this to be in order.

**Working and Profit and Loss Account.**—During the year under review the gross receipts amount to Rs. 1,975,555·29 which is Rs. 213,261·68 in excess of that of the previous year. But this is offset by considerable increase in the wages, which conform to the requirements of the Wages Boards Ordinance. Besides this the other expenditure in running and maintenance is also fairly high, which is due to the fact that a certain percentage of expenses in connection 30 with the Anuradhapura Branch by way of repairs and accessories and tyres etc. having been included in the Head Office Accounts. The combined profits of the Head Office Working and Profit and Loss Account and that of the Anuradhapura Branch shows a total of Rs. 313,395·07 compared with Rs. 306,523·07 in the previous year.

**Taxation.**—We have received confirmation from the Commissioner of Income Tax that all Taxes including Income Tax and Profits Tax have been paid on the profits returned up to the financial year ended 31st March, 1953. This refers to the Assessment Year 1953/54 and Profits Tax 1953. A part of these Taxes were paid after the end of the year under review.

D10  
Report and  
Accounts of  
the Directors  
and Auditors  
of the Green  
Line Omnibus  
Co. Ltd. for  
the Year ended  
31.3.54—  
*Continued*

We give hereunder a provisional computation for the current year showing the probable liability for Income Tax and Profits Tax :—

	Nett Profit per Accounts	..	..	..	Rs. 306,414
10	Add Donations	..	..	..	„ 4,031
	Depreciation	..	..	..	„ 3,974
	Add Fines	..	..	..	„ 24,982
	Legal Expenses	..	..	..	„ 3,000
	Route Appeals	..	..	..	„ 11,540
	Route Maintenance	..	..	..	„ 14,908
	Depreciation	..	..	..	„ 152,108
					-----
					Rs. 520,957
	Less Depreciation	..	..	Rs. 124,496	
	Initial Allowance	..	..	„ 42,873	„ 167,369
					-----
20				Profits Adjusted	.. Rs. 353,588
					-----

(These figures are subject to a further claim to be made for Depreciation and Initial allowance in respect of Plant and Motor Cars, Vans and Motor Cycles).

	<b>Depreciation</b>		<b>Buses</b>
	Written down value 1st April, 1953		Rs. 497,983
	Less Depreciation	.. ..	„ 124,496
			-----
			Rs. 373,487
	Additions	.. ..	Rs. 285,826
	Less Initial Allowances	„ 42,873	„ 242,953
			-----
30	Written down value 31st March, 1954		Rs. 616,440
			-----

D10  
 Report and  
 Accounts of  
 the Directors  
 and Auditors of  
 the Green Line  
 Omnibus Co.  
 Ltd. for the  
 Year ended  
 31.3.54—  
*Continued*

The Taxes payable on the above figures are :--

Profits Adjusted .. .. .	Rs. 353,588	
Allowance for Profits Tax .. .. .	„ 50,000	
	<hr/>	
Surplus .. .. .	Rs. 303,588	
	<hr/>	
Duty 25% .. .. .	Rs. 75,897	
	<hr/>	
Profits as above .. .. .	Rs. 353,588	
Less Profits Tax .. .. .	„ 75,897	
	<hr/>	
	Rs. 277,691	
	<hr/>	
Tax @ 34% .. .. .	Rs. 94,411	
	<hr/>	
Total Tax : Income Tax .. .. .	Rs. 94,411	10
Profits Tax .. .. .	„ 75,897	
	<hr/>	
	Rs. 170,308	
	<hr/>	

A Reserve for Taxation in this figure should therefore be made.

Yours faithfully,  
 CARTER & De COSTA

## GREEN LINE OMNIBUS COMPANY, LIMITED

## BALANCE SHEET, 31st MARCH, 1954

D10

Report and  
Accounts of  
the Directors  
and Auditors  
of the Green  
Line Omnibus  
Co. Ltd. for  
the Year ended  
31.3.54—  
Continued

	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.	Rs.	c.
Capital Authorised :— 50,000 Ordinary Shares of Rs. 10/- each .. .. .	500,000	00			Motor Vehicles :— Buses and Cabs— As per Balance Sheet 31st March, 1953 .. .. .	582,645	20				
Issued :— 39,005 Shares of Rs. 10/- each .. .. .			390,050	00	Less Depreciation .. .. .	145,661	30				
Bank of Ceylon, Kurunegala .. .. .			17,167	23	Additions during the year .. .. .	436,983	90	722,810	37		
Loans Due by Company :— K. A. Manuel Appuhamy .. .. .			8,904	42	Motor Cars, Vans and Motor Cycles :— As Per Balance Sheet 31st March, 1953 .. .. .	22,560	39				
Sundry Creditors :— Carter & de Costa .. .. .			2,000	00	Less Depreciation .. .. .	5,640	10				
Securities :— Co-conductors .. .. .	15,241	70			Additions during the year .. .. .	16,920	29	8,542	50	25,462	79
Checkers .. .. .	2,300	00	17,541	70	Plant and Machinery :— As per Balance Sheet 31st March, 1953 .. .. .			10,278	49		
Deposit from Anuradhapura Branch .. .. .			50	00	Less Depreciation .. .. .			1,027	87		
Salaries, Wages and Other Trade Creditors :— As per Schedule No. 1 .. .. .	31,724	77			Additions during the year .. .. .			9,250	62	1,154	63
As per Schedule No. 2 .. .. .	55,778	81	87,503	58	Leasehold Land and Buildings :— Old Garage Buildings As per Balance Sheet 31st March, 1953 .. .. .	2,773	39				
Employees' Fines Fund .. .. .			698	00	Less Depreciation .. .. .	277	34	2,496	05		
Profit and Loss Account :— As per Balance Sheet 31st March, 1953 .. .. .	259,396	84			New Garage Buildings :— As per Balance Sheet 31st March, 1953 .. .. .	13,023	38				
Balance brought forward from Profit and Loss Account .. .. .	174,360	71	433,757	55	Less Depreciation .. .. .	1,077	34				
					Less Proportion of Expenses charged to rent .. .. .	11,946	04	750	00	11,196	04
					Freehold Lands and Buildings :— New Land at Negombo Road, Kurunegala As per Balance Sheet 31st March, 1953 .. .. .			12,072	50		
					New Land and Garage at Anuradhapura As per Balance Sheet 31st March, 1953— Premises .. .. .	8,300	00				
					Buildings .. .. .	8,654	75				
						16,954	75				
					Less Depreciation on Buildings .. .. .	865	47	16,089	28		
								14,762	79	30,852	07
					Anuradhapura Garage Furniture and Equipment Furniture and Fittings :— As per Balance Sheet 31st March, 1953 .. .. .						674
					Less Depreciation .. .. .			7,258	51		
					Additions during the year .. .. .			6,532	66	1,691	50
					Garage Tools :— As per Balance Sheet 31st March, 1953 .. .. .			1,614	50		
					Less Depreciation .. .. .			807	25		807
					Sundry Debtors :— As per Balance Sheet 31st March, 1953 .. .. .			12,958	74		
					Sundry Accounts as per Schedule .. .. .			8,802	44	21,761	18
					Stocks—As certified by the Managing Director .. .. .					38,718	10
					Deposits and Payments-in-Advance :— As per Schedule .. .. .					23,946	57
					Cash :— At Bank of Ceylon, Colombo .. .. .				598	98	
					In Hand .. .. .	10,358	12				
					Petty Cash .. .. .	640	76				
					On Imprest account .. .. .	2,000	00				
						12,998	88				
					„ „ „ Anuradhapura Garage .. .. .	500	00	13,498	88	14,097	86
					Preliminary Expenses .. .. .					4,200	00
					Goodwill .. .. .					29,947	50
										Rs. ..	957,672 48
										Rs. ..	957,672 48

## Report of the Auditors.

To the Members of Green Line Omnibus Company, Limited.

We have examined the above Balance Sheet with the books and accounts of the Company and have obtained all the information and explanations we have required.

Subject to our Report of this date addressed to the Members of the Company, we are of opinion that the said Balance Sheet is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs as at 31st March, 1954, according to the best of our information and explanations given to us and shown by the books of the Company.

(Signed) CARTER & De COSTA,  
Auditors,

Colombo, 17th September, 1954.

Chartered Accountants.

(Signed) A. M. LAIRIS APPU }  
„ J. P. FERNANDO } Directors.





## GREEN LINE OMNIBUS COMPANY, LIMITED

## APPROPRIATION ACCOUNT

Rs. c.		Rs. c.	Rs. c.		Rs. c.	Rs. c.
155,000 00	Taxation (Income Tax and Profits Tax) ..	139,034 36	306,523 07	Balance brought down .. .. .	306,414 72	
151,523 00	Balance carried to Balance Sheet .. ..	174,360 71		Profit per Anuradhapura Branch Working and Profit and Loss Account	6,980 35	313,395 07
<u>306,523 07</u>		<u>Rs. .. 313,395 07</u>	<u>306,523 07</u>		<u>Rs. ..</u>	<u>313,395 07</u>

D10  
Report and  
Accounts of  
the Directors  
and Auditors of  
the Green Line  
Omnibus Co.  
Ltd. for the  
Year ended  
31.3.54—  
*Continued*

## ANURADHAPURA BRANCH

## WORKING AND PROFIT AND LOSS ACCOUNT FOR THE YEAR ENDED 31st MARCH, 1954

	Rs. c.	Rs. c.		Rs. c.	Rs. c.
Petrol .. .. .	29,244 31		Passenger Fares .. .. .	73,243 54	
Oil and Distilled Water..	905 05		Season Tickets and Warrants .. .. .	1,094 35	74,337 89
Repairs and Accessories..	3,719 49				
Staff Salaries and Wages	29,836 13				
Stand Licences .. .. .	376 00				
Lighting .. .. .	290 24				
Telephone .. .. .	134 75				
Stationery .. .. .	70 40				
Fines .. .. .	122 00				
Route Maintenance .. .. .	285 00				
Taxes of Premises .. .. .	82 24				
Entertainment.. .. .	737 69				
Donations .. .. .	89 00				
General Expenses .. .. .	1,465 24	67,357 54			
Profit carried to Balance Sheet .. .. .		6,980 35			
		<u>Rs. .. 74,337 89</u>		<u>Rs. ..</u>	<u>74,337 89</u>

## Schedule of Salaries and Wages Due as at 31st March, 1954

						Rs.	c.	Rs.	c.	Report and Accounts of the Directors and Auditors of the Green Line Omnibus Co. Ltd. for the Year ended 31.3.54— <i>Continued</i>
Directors	..	..	..	..	..			750	00	
Office Staff	..	....	..	..	..			4,830	00	
Drivers	..	..	..	..	..			8,069	99	
Conductors	..	..	..	..	..			7,513	38	
Inspectors	..	..	..	..	..			6,267	90	
								<hr/>		
								27,431	27	
T. V. Perera	..	..	..	..	..			1,000	00	
Garage Workmen	..	..	..	..	..	2,683	25			
Carpenters and Temporary Workmen	..	..	..	..	..	610	25	3,293	50	
								<hr/>		
								Rs. ..	31,724	77
								<hr/> <hr/>		

## Schedule of Trade Creditors as at 31st March, 1954

						Rs.	c.	Rs.	c.	
Motor Finance Co., Ltd.	..	..	..	..	..			4,151	00	
Dunlop Rubber Co., Ltd.	..	..	..	..	..	9,972	66			
E. B. Creasy & Co., Ltd.	..	..	..	..	..	10,318	47			
Associated Motorways, Ltd.	..	..	..	..	..	5,783	76			
Tuckers, Ltd.	..	..	..	..	..	6,807	00	32,881	89	
								<hr/>		
Airline Radio Co.	..	..	..	..	..	5,647	05			
Walker Sons & Co., Ltd.	..	..	..	..	..	219	60			
English Paint Stores	..	..	..	..	..	1,484	85			
Walker & Greig, Ltd.	..	..	..	..	..	1,776	16			
Ceylon Motor Transit Co., Ltd.	..	..	..	..	..	1,880	34			
E. M. M. Mohamed	..	..	..	..	..	677	38			
B. J. Fernando & Co., Ltd.	..	..	..	..	..	2,328	50			
Overseas Trading Co.	..	..	..	..	..	284	99			
Leisers, Ltd.	..	..	..	..	..	160	55			
National Motors	..	..	..	..	..	214	50	14,673	92	
								<hr/>		
Richard & Co.	..	..	..	..	..			4,072	00	
								<hr/>		
								Rs. ..	55,778	81
								<hr/> <hr/>		

## Schedule of Sundry Accounts as at 31st March, 1954

						Rs.	c.	Rs.	c.	
W. Edwin Silva	..	..	..	..	..			4,000	00	
A. G. Piyadasa	..	..	..	..	..			2,800	00	
Loans to Staff	..	..	..	..	..			2,002	44	
								<hr/>		
								Rs. ..	8,802	44
								<hr/> <hr/>		



D10  
Report and  
Accounts of  
the Directors  
and Auditors  
of the Green  
Line Omnibus  
Co. Ltd. for  
the Year ended  
31.3.54—  
*Continued*

Schedule of Deposits and Payments-in-Advance as at 31st March, 1954

	Rs.	c.
Mail Deposits with Postmaster-General .. .. .	1,615	02
Deposit with Ceylon Oxygen Co. .. .. .	320	00
Deposit with Municipal Treasurer, Kurunegala .. .. .	630	00
Deposit with Ceylon Automobile General Finance Co. .. .. .	500	00
Deposit against purchase of land at Kuliypitiya .. .. .	2,848	50
Prepaid Expenses :—		
Licences .. .. .	18,033	05
	Rs. ..	23,946 57
		23,946 57

P4  
Letter written  
by C. W. Tennakoon to the  
Commissioner  
of Stamps  
—9.35

P4  
**Letter written by C. W. Tennakoon to the Commissioner of Stamps**

Dambaliyadda Walawwa,  
Wariyapola,  
*via* Kurunegala,  
September, 1935.

The Commissioner of Stamps,  
Colombo.  
ED/T3 D.C. Kurunegala.  
Testamentary Case No. 4066.  
C. E. Tennakoon Dissawa—(deceased).

Sir,

With reference to the above case, I have the honour to bring to your notice an error in calculating the Estate Duty payable by me. There should be at least a reduction of Rs. 26,000/- from the Rs. 43,977/- assessed by you for my share.

My explanation is as follows :—

1. By Deed of 5843 dated 29.6.1919 attested by G. C. P. Senanayaka, Notary Public, Eighty-two (82) lands were gifted to me by my father, the deceased. These are all valued by you for Rs. 43,977/- on which valuation you have assessed my share of Duty at Rs. 1,309.08.

2. By Deed No. 13796 dated 2.8.29 and attested by G. C. P. Senanayaka, Notary Public, lands Nos. 28, 70, 71, 72, 77, 78, 79, 80, 81, 82 were revoked—and again By Deed No. 5558 dated 27.10.30 and attested by C. S. Leitan, Notary Public, Lands Nos. 1, 2, 3, 14, 15, 16, 17, 18, 19, 22, 24, 25, 26, 27, 29, 30, 36, 37, 38, 39, 40, 43, 44, 45, 49, 51, 52, 53, 54, 55, 56, 57, 59, 60, 61, 62, 63, 64, 65, 66, were revoked.

P4  
Letter written  
by C. W. Tenna-  
koon to the  
Commissioner  
of Stamps  
—P.35—  
Continued

10

So out of the 82 lands originally gifted 50 lands were revoked. I am now in possession of only 32 lands, and I am liable to pay duty only on these. The other lands are in the possession of the Executrix. You can verify this from the Deeds that are with her by comparing with my Deed No. 5843 which I am herewith sending by registered post.

Please refer to the Endorsements on my Deed by the Notaries. The two deeds of revocation are with the Executrix.

I regret very much the delay in informing of this error.

20

I am, Sir,  
Your obedient servant,  
(Sgd.) C. W. TENNAKOON.

‘ True Copy ’

(Sgd.) .....  
Assessor, Estate Duty.

Estate Duty Office,  
532, Galle Road,  
Kollupitiya.  
Colombo 3.