(b) it is *delivered as a deed* by him or a person authorized to do so on his behalf.

A question of some difficulty that could arise in Sri Lanka in view of these developments in the United Kingdom is whether the above quoted English statutory provisions would become applicable in Sri Lanka through Section 3 of the Introduction of English Law Ordinance which seeks to incorporate into our legal fabric in regard to "principals and agents", and certain other specified subjects, the law that "would be administered in England in the like case, at the corresponding period, if such question or issue had arisen or had to be decided in England, unless in any case other provision is or shall be made by any enactment now in force in Ceylon or hereinafter to be enacted." Although there does not appear to be a decision of the Supreme Court on this point, it must be pointed out that the decision of the Court of Appeal in *Wright and Three Others v. People's Bank* [1985] 2 Sri LR 292 would appear to suggest an affirmative response to this question. In that case, the Court of Appeal affirmed the decision of the District Judge that Section 2(1) of the English Factors Act of 1889 was part of our law, and it is noteworthy that in the course of his judgement at page 300, G.P.S de Silva, J., (as he then was) observed that "what is applicable is not only the English law in force at the time of the enactment but also any subsequent statute." The Sri Lankan Powers of Attorney Ordinance No. 4 of 1902, as subsequently amended, may not be a stumbling block to an argument in favour of applying the English provisions relating to the *execution* of a power of attorney by an individual, as the local Powers of Attorney Ordinance is confined, as clearly set out in its preamble, to the "*registration* of written authorities and powers of attorney" and there is no contrary provision in regard to the execution of powers of attorney either in that Ordinance or in the Prevention of Frauds Ordinance.

It is, however, unnecessary for the purpose of this case to express an opinion in regard to this question, since as already noted, the Power of Attorney marked P7 was allegedly executed in India and would attract the Indian law relating to form, and furthermore, even if it is regarded as a document that does not require attestation as urged by Mr. Dayaratne, the Respondents would still fail. This is mainly because, according to Section 72 of the Evidence Ordinance, "an attested document not required by law to be attested may be proved as if it was unattested", and Section 67 of the same Ordinance provides that –

> If a document is alleged to be signed or to have been written wholly or in part by any person, the signature or the handwriting of so much of the document as is alleged to be in that person's handwriting must be proved to be in his handwriting.

Admittedly, P7 does not purport to contain Abdul Cader's handwriting, but it contained a signature which is alleged by the Respondents to be his. It is noteworthy that none of the witnesses who spoke about P7 testified that the signature purporting to be that of Abdul Cader was placed thereon in the presence of such witness, nor was any effort made by the Respondents to show by comparison of other documents that may have contained the signature of Abdul Cader, that the signature on P7 was that of Abdul Cader. The Attorney named in the said Power of Attorney, Noor Lebbai has testified in the case, and has stated that in 1972 Sadakku left Sri Lanka leaving the land in his charge, and that much later and after the demise of Sadakku, his son Abdul Cader who lived in India, executed the Power of Attorney marked P7 authorizing him to look after the land and also to alienate it if the need arises.