



Ceylon Government Gazette

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PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Land Settlement.

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UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE GIRAGODA RUBBER COMPANY, LIMITED.

1. The name of the Company is "THE GIRAGODA RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase from the proprietors thereof two allotments of land about 512 acres 2 roods and 17 perches, situated in the District of Galle in the Island of Ceylon.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.

- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea, or any other produce in such or any other factory.
- (f) To prepare, cure, manufacture, treat, and prepare for market rubber, coconuts, plumbago, minerals, tea and (or) other crops or produce, and to sell, ship, and dispose of such rubber, coconuts, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, coconuts, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, or bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares (the shares whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.

(z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them, or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 5,000 shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance with this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
FRED. WM. BOIS, Colombo	One
HENRY BOIS (by his attorney FRED. WM. BOIS), Colombo	One
HERBERT G. BOIS (by his attorney FRED. WM. BOIS), Colombo	One
MARY E. BOIS (by her attorney FRED. WM. BOIS), Colombo	One

Witness to all the above signatures, at Colombo, this Twenty-sixth day of July, 1911:

SYDNEY JULIUS,
Proctor and Notary Public, Colombo.

STANLEY BOIS, Colombo.	One
PERCY BOIS (by his attorney STANLEY BOIS), Colombo.	One
W. SUTHERLAND ROSS (by his attorney STANLEY BOIS), Colombo	One

Witness to the above three signatures, at Colombo, this Twenty-seventh day of July, 1911:

O. P. MOUNT,
Proctor and Notary Public, Colombo.

ARTICLES OF ASSOCIATION OF THE GIRAGODA RUBBER COMPANY, LIMITED.

THE regulations contained in the Table C in the schedule annexed to "The Joint Stock Companies' Ordinance, 1861," shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained or comprised in these Articles or not.

INTERPRETATION CLAUSE.

1. In the interpretation of these presents the following words and expressions shall have the following meanings, unless such meanings be inconsistent with, or repugnant to, the subject or context:—

The word "Company" means "The Giragoda Rubber Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The "Ordinance" means and includes "The Joint Stock Companies' Ordinance, 1861," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

"These presents" means and includes the Memorandum of Association and the Articles of Association of the Company from time to time in force.

"Capital" means the capital for the time being raised or authorized to be raised for the purposes of the Company.

"Shares" means the shares from time to time into which the capital of the Company may be divided.

"Shareholder" means a Shareholder of the Company.

"Presence or present" at a meeting means presence or present personally or by proxy or by attorney.

"Directors" means the Directors for the time being of the Company or (as the case may be) the Directors assembled at a Board.

"Board" means a meeting of the Directors or (as the context may require) the Directors assembled at a Board Meeting, acting through at least a quorum of their body in the exercise of authority duly given to them.

"Persons" means partnerships, associations, corporations, companies, unincorporated or incorporated by Ordinance and registration, as well as individuals.

"Office" means the registered office for the time being of the Company.

"Seal" means the common seal for the time being of the Company.

"Month" means a calendar month.

"Writing" means printed matter or print as well as writing.

Words importing the singular number only include the plural, and *vice versa*.

Words importing the masculine gender only include the feminine, and *vice versa*.

BUSINESS.

2. The Company may proceed to carry out the objects for which it is established, and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and if the whole number of shares shall not have been subscribed, applied for, or allotted as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

3. The business of the Company shall be carried on by or under the management or direction of the Directors, and subject only to the control of General Meetings in accordance with these presents.

CAPITAL.

4. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 5,000 shares of One hundred Rupees (Rs. 100) each.
5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and they shall have power to add to such new shares such an amount of premium as may be considered expedient.
6. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the same provisions in all respects with reference to the payments of allotment money, calls, and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise, as if it had formed part of the original capital.
7. The Directors may in like manner, and with like sanction, reduce the capital or subdivide or consolidate the shares of the Company.

SHARES.

8. The Company may call up the balance capital whenever the Director shall think fit, and may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.
9. If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the *holder* of the shares.
10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for, or services rendered to, the Company, and that without offering the shares so allotted to the Shareholders.
11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of assets of the Company and with a special or without any right of voting.
Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.
12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct.
13. Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies.
14. Shares may be registered in the name of two or more persons not in partnership.
15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but only one of such Joint-Shareholders shall be entitled to the right of voting and of giving proxies and exercising the other rights and powers conferred on a sole Shareholder, and if the joint-holders cannot arrange amongst themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares shall vote or give proxies and exercise those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from the Island, the first registered Shareholder then resident in Ceylon shall vote or give proxies and exercise all such rights and powers as aforesaid.
16. In case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.
17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 37 to become a Shareholder in respect of any share.
18. The joint-holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.
19. Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares held by him and the amount paid thereon.
20. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.
21. The certificate of shares registered in the name of two or more persons not a firm shall be delivered to the person first-named on the register.

CALLS.

22. The Directors may from time to time make such calls, as they think fit, upon the Shareholders in respect of all moneys unpaid on their shares, and not by the conditions of allotment made payable at fixed times, provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call; and each Shareholder shall pay the amount of every call so made to the person and at the time and place appointed by the Directors.

23. If any Shareholder fail to pay the amount of any call due by him on or before the day appointed for payment thereof, he shall be liable to pay interest for the same at the rate of nine per centum per annum from the day appointed for the payment thereof to the time of actual payment.

24. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed.

25. The Directors shall have power in their absolute discretion to give time to any one or more Shareholder or Shareholders, exclusive of the others, for payment of any call or part thereof on such terms as the Directors may determine. But no Shareholder shall be entitled to any such extension except as a matter of grace or favour.

26. The Directors may, at their discretion, receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys due upon their respective shares beyond the sums actually called for; and upon the moneys so paid in advance or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding however six per centum per annum.

TRANSFER OF SHARES.

27. Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

28. No transfer of shares shall be made to an infant or person of unsound mind.

29. The Company shall keep a book or books, to be called "The Register of Transfers," in which shall be entered the particulars of every transfer or transmission of any share.

30. The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise, or in case of shares not fully paid up, to any person not approved by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment whereof the Directors, subject to the powers vested in them by Article 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

32. The Directors may, by such means, as they shall deem expedient, authorize the registration of transferees as Shareholders without the necessity of any meeting of the Directors for that purpose.

33. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument or transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but only, if at all, upon the transferee.

34. The register of transfers may be closed at such times and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than twenty-one days in any year.

35. No shares in the original capital (hereinafter referred to as original shares) shall be sold or transferred by any Shareholder or trustee in bankruptcy or assignee or curator or legal or personal representative of any Shareholder unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

Every Shareholder or trustee in bankruptcy or assignee or curator who may desire to sell or transfer any original shares, and every legal or personal representative of a deceased Shareholder who may desire to sell or transfer any shares of such deceased Shareholder, shall give notice in writing to the Directors that he desires to make such sale or transfer, such notice shall constitute the Board his agent for the sale of such shares to any members or member of the Company, and shall state in such notice the price at which he offers to sell such shares.

Upon the price for such original shares being agreed on the Board shall forthwith give notice to each of the Shareholders (other than the Shareholders desiring to sell or transfer the said shares), stating the number and price of such shares and inviting the person to whom the notice is sent to state in writing within twenty-one days from the date of such notice whether he is willing to purchase any, and if so, what maximum number of such shares. At the expiration of such twenty-one days the Board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase the same and as far as may be *pro rata* according to the number of shares already held by them respectively, or if there be only one such Shareholder, the whole of such shares shall be sold to him, provided that no Shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice. Upon such apportionment being made or such one Shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective Shareholders or to the single Shareholder who shall have agreed to purchase the same.

In the event of the whole of such shares not being sold as herein provided, the party desiring to sell or transfer shall be at liberty to transfer the shares not so sold to persons who are not Shareholders, provided that he shall not sell them for a less sum than the price at which the same shall have been offered for sale to the Shareholders as aforesaid.

The provisions as to transfer herein contained shall not apply to a transfer of shares desired to be made merely for the purpose of effectuating the appointment of new trustees, provided that it is proved to the satisfaction of the Board that such is the case.

TRANSMISSION OF SHARES.

36. The executors or administrators or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to the shares of such Shareholder.

37. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer shall, upon securing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title as the Directors think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares, or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

38. If any person who shall become entitled to be registered in respect of any share under clause 37 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share; or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to

inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

39. The Directors may accept in the name and for the benefit of the Company, and upon such terms and conditions as may be agreed, a surrender of the shares of Shareholders who may be desirous of retiring from the Company.

40. If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

The notice shall name a day (not being less than one month from the date of the notice) on, and a place or places at, which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

If the requisition of such notice as aforesaid be not complied with, every or any share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or instalments, with interest and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

41. Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at nine per centum per annum, and the Directors may enforce the payment thereof if they think fit.

42. Every share surrendered or so declared forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

43. The surrender or forfeiture of a share shall involve the extinction of all interest in, and of all claims and demands against, the Company in respect of the share and the proceeds thereof, and all other rights incident to the share, except only such of those rights (if any) as by these presents are expressly saved.

44. A certificate in writing under the hands of one of the Directors and of the Secretary that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture, and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company, and thereupon such purchaser shall be deemed the holder of such share, discharged from all calls due prior to such purchase; and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 42 hereof, shall be redeemable after sale or disposal.

45. The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder, or by all or any of such joint-holders respectively, either in respect of such shares or of other shares held by such holder or joint-holders or otherwise, and whether due from any such holder individually or jointly with others, including all calls, which the Directors shall have resolved to make, although the times appointed for the payment thereof shall not have arrived; and where any share is held by more persons than one the Company shall be entitled to the said charge or lien in respect of any money due to the Company from any of such persons. And the Directors may decline to register any transfer of shares subject to such charge or lien.

46. Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

47. The nett proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

48. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 46 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

49. Upon any such sale two of the Directors may execute a transfer of such share to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such shares.

PREFERENCE SHARES.

50. Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

51. If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes, then the holders of any class of shares may by an extraordinary resolution passed at a meeting of such holders, consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares, and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

52. Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at the meeting.

BORROWING POWERS.

53. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates; or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Seventy-five thousand Rupees (Rs. 75,000), but the Director, shall not have power to mortgage or hypothecate any of the property of the Company as security for the repayment of such sum or sums of money without the sanction of a General Meeting.

54. With the sanction of a General Meeting, the Board shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. A certificate under the hands of one Director and the Secretary, or of two Directors, to the effect that in taking any loan the Directors are not exceeding their borrowing powers, shall be sufficient and binding on the Company and all concerned, and shall be conclusive evidence thereof in all questions between the Company and its creditors.

55. For the purpose of securing the repayment of any such moneys so borrowed or raised, or for any other purposes, the Directors may, with the sanction of a General Meeting, grant, create, execute, and issue any mortgages, cash credits, debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, lands, property, rights, and assets of the Company, both present and future, including uncalled capital or unpaid calls, or may make, accept, or endorse on behalf of the Company any promissory notes or bills of exchange.

56. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be cancelled, discharged, varied, or exchanged, as the Directors may think fit, and may contain special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise.

57. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued.

GENERAL MEETINGS.

58. The First General Meeting shall be held at such time, not being more than twelve months after the incorporation of the Company, and at such place as the Directors may determine.

59. Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is so prescribed, then at such place and at such time as soon after the first day in each year as may be determined by the Directors.

60. The General Meetings mentioned in the last preceding clause shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

61. The Directors may, whenever they think fit, call an Extraordinary General Meeting of the Company, and the Directors shall do so upon a requisition made in writing by not less than one-eighth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-eighth part of the shares of the Company for the time being subscribed for.

62. Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company.

Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

63. Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting.

64. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

65. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the object and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or in such other manner (if any) as may be prescribed by the Company in General Meeting.

66. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors, and Auditors in the place of those retiring by rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the meeting was convened.

67. With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at Ordinary General Meetings without notice, no General Meeting, Ordinary or Extraordinary, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened.

68. No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a Chairman, unless there shall be present or represented at the commencement of the business two or more Shareholders entitled to vote.

69. If at the expiration of half an hour from the time appointed for the meeting the required number of Shareholders shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and if at such adjourned meeting a quorum is not present, those Shareholders who are present shall be a quorum, and may transact the business for which the meeting was called.

70. The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; or if there be no Chairman, or if at any meeting he shall not be present at the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

71. No business shall be discussed at any General Meeting, except the election of a Chairman, whilst the Chair is vacant.

72. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place, unless due notice thereof shall be given.

73. Minutes of the proceedings of every General Meeting, whether Ordinary or Extraordinary, shall be entered in a book to be kept for that purpose, and shall when so entered be signed as soon as practicable by the Chairman of the same meeting or by the Chairman of the succeeding meeting, and the same when so entered and signed shall be evidence of all such proceedings and of the proper election of the Chairman.

VOTING AT MEETINGS.

74. At any meeting every resolution shall be decided by the votes of the Shareholders present in person or by proxy or by attorney, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some member present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

75. If at any meeting a poll be demanded by some Shareholder present at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place, and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

76. The demand of a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which a poll has been demanded.

77. No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment.

78. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him.

79. The parent or guardian or curator of an infant Shareholder, the committee or other legal guardian or curator of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

80. Votes may be given either personally or by proxy or by attorney.

81. No Shareholder shall be entitled to vote at any meeting, unless all calls due from him on his shares have been paid, and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote at any meeting held after the expiration of three months from the registration of the Company, in respect of any share which he has acquired by transfer, unless he has been possessed of the share in respect of which he claims to vote at least three months previously to the time of holding the meeting at which he proposes to vote.

82. No Shareholder who has not been duly registered as such for three months previous to the General Meeting shall be entitled to be present and to speak and vote at any meeting held after the expiry of three months from the incorporation of the Company.

83. No person shall be entitled to hold a proxy who is not a Shareholder of the Company, but this rule does not apply to a power of attorney.

84. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor (whether a Shareholder or his attorney), or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

85. The instrument appointing a proxy shall be deposited at the registered office of the Company, not less than twenty-four hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote.

The instrument appointing a proxy may be in the following form:—

The Giragoda Rubber Company, Limited.

I, _____, of _____, appoint _____, of _____ (a Shareholder in the Company), as my proxy, to represent me and to vote for me and on my behalf at the Ordinary (or Extraordinary, as the case may be) General Meeting of the Company to be held on the _____ day of _____, One thousand Nine hundred and _____, and at any adjournment thereof, and at every poll which may be taken in consequence thereof.

As witness my hand, this _____ day of _____, One thousand Nine hundred and _____

86. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such votes shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

87. No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

88. The number of Directors shall never be less than two or more than five, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

The qualification of a Director shall be his holding in his own right at least fifty fully or partly paid shares in the Company, upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Two thousand Five hundred Rupees annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. The first Directors shall be Frederic William Bois, Harry Gordon Bois, and Herbert Gordon Bois, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors and (or) Visiting Agent or Agents of the Company, or Superintendents of any of the estates, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents or Superintendents.

The Directors may confer on the Managing Director or Managing Directors all or any duties and powers that might be conferred on any Manager of the Company.

If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

ROTATION OF DIRECTORS.

91. At the First Ordinary General Meeting of the Company all the Directors shall retire from office, and at the First Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office, as provided in clause 92.

92. The Directors to retire from office at the Second, Third, Fourth, and Fifth Ordinary General Meeting shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

93. In case any question shall arise as to which of the Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

94. Retiring Directors shall be eligible for re-election.

95. The Ordinary General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent Ordinary General Meeting.

96. Any casual vacancy occurring in the number of Directors or provisional Directors arising from death, resignation, or otherwise, may be filled up by the Directors, but any person appointed to fill such vacancy shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

97. The Directors, subject to the approval of a General Meeting, may from time to time at any time subsequent to the Second Ordinary General Meeting increase or reduce the number of Directors, and may also, subject to the like approval, determine in what rotation such increased or reduced number is to go out of office.

98. If at any meeting at which an election of a Director ought to take place the place of a retiring Director is not filled up, the retiring Director may continue in office until the First Ordinary General Meeting in the next year, and so on from meeting to meeting, until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

99. A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the registered office of the Company, or by tendering his written resignation at a meeting of the Directors, and on the acceptance of his resignation by the Directors, but not before, his office shall become vacant.

100. The Company may, by a special resolution, remove any Director before the expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead. The Director so appointed shall hold office only during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

101. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

102. No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

DISQUALIFICATION OF DIRECTORS.

103. The office of the Director shall be vacated—

(a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.

(b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.

(c) If by reason of mental or bodily infirmity he becomes incapable of acting.

(d) If he ceases to hold the required number of shares to qualify him for the office.

(e) If he is concerned or participates in the profits of any contract with, or work done for, the Company.

Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being agent, or secretary, or solicitor, or by his being a member of a firm who are agents, or secretaries, or solicitors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

POWERS OF DIRECTORS.

104. The Directors shall have power to carry into effect the acquisition of the said allotments of land about 512 acres 2 roods and 17 perches and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

105. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors, for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof and otherwise in or about the working and business of the Company.

106. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

107. The Directors shall exercise, in the name and on behalf of the Company, all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting, and shall generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in

General Meeting, subject, nevertheless, to the provisions of any such Ordinances and of these presents, and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

108. The Directors shall have power to appoint a proctor or proctors, solicitor or solicitors, attorney or attorneys to assist in carrying on, or protecting, the business of the Company on such terms as they may consider proper, and from time to time to revoke such appointment.

109. The Directors shall have power to open from time to time on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signatures as they may appoint to draw, accept, make, endorse, sign, and execute cheques, bills of exchange, and promissory notes, bills of lading, receipts, contracts, and agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

110. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the part of Secretaries in the event of a firm being the Secretaries being signified by a partner or duly authorized Manager, Attorney, or Agent of the said firm signing for and on behalf of the said firm as such Secretaries.

111. It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

112. In furtherance, and not in limitation of, and without prejudice to, the general powers conferred or implied in the last preceding clause, and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the powers following (that is to say) :—

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

113. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall be a quorum.

114. A Director may at any time summon a meeting of Directors.

115. The Board may elect a Chairman of their meetings and determine the period for which he is to hold office, and all meetings of the Directors shall be presided over by the Chairman, if one has been elected and if present, but if there be a vacancy in the office of Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

116. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman thereat shall have a casting vote in addition to his vote as a Director.

117. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

118. The meetings and proceedings of such committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such committee respectively, or any regulation imposed by the Board.

119. The acts of the Board and of any committees appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment or qualification of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if such person had been duly appointed or qualified, provided the same be done before the discovery of the vacancy or defect.

120. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

121. The Directors shall cause minutes to be made in a book or books to be provided for the purpose :—

- (1) Of all appointments of (a) officers and (b) committees made by the Directors.
- (2) Of the names of the Directors present at each meeting of the Directors.

- (3) Of the names of the members of the committee appointed by the Board present at each meeting of the committee.
- (4) Of all orders made by the Directors.
- (5) Of all resolutions and proceedings of all General Meetings of the Company.
- (6) Of all resolutions and proceedings of all meetings of the Directors.
- (7) Of all resolutions and proceedings of all meetings of committees appointed by the Board.

122. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held.

ACCOUNTS.

123. The Agent or Secretary, or the Agents or Secretaries, for the time being, or if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

124. The Directors shall from time to time determine whether and to what extent, and at what times and places, and under what conditions or regulations the accounts and books of the Company or of any of them shall be open to the inspection of the Shareholders, and no Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorized by the Directors, or by a resolution of the Company in General Meeting.

125. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure of the Company for the previous financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the same period.

126. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in case where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

127. The balance sheet shall contain a summary of the property and liabilities of the Company arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies' Ordinance, 1861," or as near thereto as circumstances admit.

128. Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which the Directors recommend should be paid out of the profits by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

129. A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

130. The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet ascertained by one or more Auditor or Auditors.

AUDIT.

131. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

132. The Directors shall appoint the first Auditor of the Company and fix his remuneration. He shall hold office till the Second General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the First Ordinary General Meeting after his or their appointments, or until otherwise ordered by a General Meeting.

133. The remuneration of the Auditors other than the first shall be fixed by the Company in General Meeting, and this remuneration may from time to time be varied by a General Meeting.

134. Retiring Auditors shall be eligible for re-election.

135. If any vacancy that may occur in the office of Auditor is not supplied at the Ordinary General Meeting, or if any casual vacancy shall occur in the office of Auditor, the Directors shall fill up the vacancy by the appointment of a person who shall hold office until the next Ordinary General Meeting after his appointment.

136. Every Auditor shall be supplied with a copy of the balance sheet intended to be laid before the next Ordinary General Meeting after his appointment, and it shall be his duty to examine the same with the accounts and vouchers relating thereto, and to report thereon to the meeting generally or specially, as he may think fit.

137. The Auditor or Auditors for the time being shall have a list delivered to him or them of all books kept by the Company, and he or they shall at all reasonable hours in the daytime have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

DIVIDENDS, BONUS, AND RESERVE FUND.

138. The Directors may, with the sanction of the Company in General Meeting, from time to time declare a dividend to be paid, and (or) pay a bonus to the Shareholders in proportion to the amount paid on their shares, but no dividend shall be payable except out of nett profits.

139. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

140. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investments, and apply such reserve fund or such portion thereof as they think fit to meet contingencies or for special dividends, or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

141. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the Company or of any other company or in any one or more of such ways, and the Directors shall give effect to such direction; and when any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite a proper contract shall be filed, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

142. No unpaid dividend or bonus shall ever bear interest against the Company.

143. No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares whilst any moneys may be due or owing from him (whether alone or jointly with any other person) to the Company in respect of such share or shares, or otherwise howsoever.

144. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums of money as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact that such sums or any of them are not payable until after the date when such dividend or bonus is payable.

145. Notice of any dividend that has been declared, or of any bonus to be paid, shall be given to each Shareholder entitled thereto, and any dividend or bonus unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

146. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

147. Every dividend or bonus payable in respect of any share held by several persons jointly other than a firm may be paid to, and an effectual receipt given by, any one of such persons.

NOTICES.

148. Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or persons appointed by the Board to authenticate the same.

149. Every Shareholder shall give an address in Ceylon, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

150. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notice so served shall be deemed to be well served, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agent or Secretary or Agents or Secretaries of the Company, their own or some other address to which notices may be sent.

151. All notices directed to be given to Shareholders shall, with respect to any share to which persons are jointly entitled other than a firm, be given to whichever of such persons is named first in the Register of Shareholders, and notice so given shall be sufficient notice to all the holders of such shares.

152. Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a post office or post box, and the entry in the Company's books of the leaving or sending by post of any notice at or to such address shall be sufficient evidence thereof, and no further evidence shall be necessary.

153. Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.

All notices required to be given by advertisement shall be published in the *Ceylon Government Gazette*.

ARBITRATION.

154. Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration.

EVIDENCE.

155. On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company; and it shall not be necessary to prove the registration of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof aforesaid shall be conclusive evidence of the debt.

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

156. Any Shareholder, whether a Director or not, and whether alone or jointly with any other Shareholder or Director, and any person not a Shareholder, may become the purchaser of the property of the Company or any part thereof in the event of a winding up or a dissolution, or at any other time when a sale of the Company's property or effects or any part thereof shall be made by the Directors under the powers hereby or under the Ordinance conferred upon them.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names, at Colombo, this 26th day of July, 1911.

FRED. WM. BOIS.

HENRY BOIS (by his attorney FRED. WM. BOIS).

HERBERT G. BOIS (by his attorney FRED. WM. BOIS).

M. E. BOIS (by her attorney FRED. WM. BOIS).

Witness to all the above signatures :

SYDNEY JULIUS.

STANLEY BOIS.

PERCY BOIS (by his attorney STANLEY BOIS).

W. SUTHERLAND ROSS (by his attorney STANLEY BOIS).

Witness to the above three signatures :

O. P. MOUNT.

Ram Rubber Company, Limited (in Liquidation).

NOTICE is hereby given that, in order to comply with section 107 (12) of the Joint Stock Companies Ordinance, a General Meeting of the Company will be held at the office of the Liquidator, No. 3, Queen street, Colombo, on Saturday, September 9, 1911, at 12 noon.

Colombo, August 30, 1911.

H. P. CHURCH,
Liquidator.

The Ram Rubber Company, Limited (in Liquidation).

NOTICE is hereby given that the Final General Meeting of Shareholders of the above-named Company will be held at the office of the Liquidator, No. 3, Queen street, Colombo, on Tuesday, October 3, 1911, at 12 noon, for the following purposes, viz. :—

- (1) To receive and consider the report of the Liquidator and the accounts of the liquidation, and to pass a resolution adopting them.
- (2) To pass a resolution that the affairs of the Company are fairly wound up.

Colombo, August 28, 1911.

H. P. CHURCH,
Liquidator.

The "Kongsi" Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the Hall, Nuwara Eliya, on Saturday, September 16, 1911, at 2 p.m.

Business.

To confirm as a special resolution the following resolutions passed at an Extraordinary General Meeting of the Company held on August 26, 1911, viz. :—

1. "(a) That each of the Rs. 100 ordinary shares of the Company's capital be divided into 10 shares of Rs. 10 each. (b) That the shares resulting from the division of each of the existing Rs. 100 shares be renumbered so that the shares renumbered those now numbered 1 to 4,200 be renumbered 4,201 to 46,200.

By Order of the Directors,

Kandy, August 26, 1911.

N. W. DAVIES,
Agent and Secretary.

The Colombo Property Investment Company, Limited.

NOTICE is hereby given that the offices of the above Company have been changed from No. 1, Baillie street, Colombo, to No. 4, Darley stores, Darley road.

September 1, 1911.

W. H. DAVIES & Co.,
Agents and Secretaries.

The Mocha Tea Company of Ceylon, Limited.

THE Ordinary General Meeting of the Shareholders of the above Company will be held at their registered office, No. 6, Prince street, Fort, Colombo, on Monday, September 11, 1911, at 3 p.m.

Business.

1. To receive the Directors' report and accounts for the season ending June 30, 1911.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor, and transact any other business that may duly be brought before the Meeting.

The transfer books of the Company will be closed from August 30, 1911, to September 11, 1911, both days inclusive.

By order of the Board of Directors,

J. M. ROBERTSON & Co.,
Agents and Secretaries.

The Hatton Estate Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders will be held at No. 2, Queen street, Fort, Colombo; on Tuesday, September 12, 1911, at 12.30 p.m., when the following resolution will be submitted :—

"That the registered office of the Hatton Estate Company of Ceylon, Limited, be removed from the Hatton Bank & Agency Company, Hatton, to No. 2, Queen street, Fort, Colombo, as from July 1, 1911."

Should the above resolution be duly passed by the requisite majority, it will be submitted for confirmation as a special resolution to a subsequent Extraordinary General Meeting of the Company, which will be subsequently convened.

By order of the Directors,

WHITTALL & Co.,
Colombo, August 30, 1911. Agents and Secretaries.

The Hatton Estate Company of Ceylon, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of Shareholders of the above Company will be held at No. 2, Queen street, Fort, Colombo, on Tuesday, September 12, 1911, at 12.35 p.m. :—

Business.

1. To receive the report of the Directors and accounts for the year ended June 30, 1911.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current season, and to transact any other business that may be duly brought before the Meeting.

By order of the Directors,

WHITTALL & Co.,
Colombo, August 30, 1911. Agents and Secretaries.

The Sittawaka Tea and Rubber Company, Limited.*Notice to Shareholders.*

NOTICE is hereby given that the Second Annual General Meeting of the Shareholders of this Company will be held at 12 noon on Tuesday, September 12, 1911, at the registered office of the Company, Australia Buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to June 30, 1911.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint Auditors, and transact any other business that may duly be brought before the Meeting.
- The transfer books of the Company will be closed from September 5 to 12, 1911, both days inclusive.

By order of the Board,

CARSON & Co.,
Colombo, August 31, 1911. Agents and Secretaries.

Nuwara Eliya Hotels Company, Limited.

NOTICE is hereby given that the Annual General Meeting of the Shareholders of the above-named Company will be held at the Grand Hotel, Nuwara Eliya, at 2.30 p.m. on Saturday, September 16, 1911, for the following purposes, viz. :—

- (a) To receive the report of the Directors and the statement of accounts for the year ending June 30, 1911.
- (b) To declare a dividend.
- (c) To elect two Directors.
- (d) To appoint an Auditor.
- (e) To transact any other business that may be duly brought before the Meeting.

Proxies, duly signed and stamped, should reach this office not later than twenty-four hours before the time of the Meeting.

The transfer books of the Company will be closed from September 9 to 19, 1911, inclusive.

By order of the Directors,

C. M. C. DE SILVA,

Secretary.

Nuwara Eliya, August 29, 1911.

In the District Court of Colombo.

In the Matter of the Colombo Hotels Company, Limited.

And in the Matter of "The Joint Stock Companies Ordinance, 1861, 1888, and 1893."

ON the petition of the Colombo Hotels Company, Limited, dated July 24, 1911, and after hearing Messrs. Julius and Creasy, Proctors for the Petitioner, and upon reading the said petition, and the affidavit of Harold Montgomery Moore of Colombo, Secretary of the Colombo Hotels Company, Limited, dated July 21, 1911, both filed on July 25, 1911: It is ordered that the special resolution passed and confirmed in accordance with the Joint Stock Companies Ordinances, 1861 to 1907, at Extraordinary General Meetings of the said Company held respectively on April 7, 1911, and May 13, 1911, altering the provisions of the Memorandum of Association of the said Company as in the schedule "A" hereto set forth be and the same is hereby confirmed in pursuance of the provisions of the Joint Stock Companies Ordinances, 1861 to 1907. It is further ordered that this order be advertised in the Government Gazette.

Schedule A above referred to.

That the provisions of the Memorandum of Association of the Company with respect to the objects of the Company be and the same is hereby altered by the omission of the following clause 3.(g) To purchase or hire and employ horses and carriages for the use of the customers of the Hotel and others, and by the addition of the following clauses in its place:—

(g) To purchase, let, hire, and employ horses and cattle and carriages, cars, carts, and jinrickshaws, whether drawn by horses, cattle, or men, or mechanically propelled, for the use of customers of the Hotel and others.

(h) To let, lease, sell, exchange, or mortgage the Company's lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.

(i) To borrow or receive on loan money for the purpose of the Company upon the security of promissory notes or hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

(j) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.

(k) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.

(l) To unite, co-operate, amalgamate, or enter into partnership or any arrangements for sharing profits or union of interests or any other arrangements with any person or Company, already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company,

either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such Company, and to promote the formation of any such company.

(m) To amalgamate with any other company having objects altogether or in part similar to this Company.

(n) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or Company carrying on any business in Ceylon or elsewhere, which this Company is authorized to carry on, or possessed of, property suitable for the purposes of this Company.

(o) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

(p) To pay for any lands and real or personal, immovable, or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.

And that 3 (h) be renumbered 3.(g).

HERRMANN A. LOOS,

July 26, 1911.

District Judge.

I, JOHN ALEXANDER JOSEPH TISSEVERASINGHE, of No. 92, Silversmith street, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

J. A. J. TISSEVERASINGHE.

Colombo, August 30, 1911.

I, GREGORY DE ZOYSA of Maradana, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Judges of the Hon. the Supreme Court to be admitted and enrolled a Proctor of the said Court.

GREGORY DE ZOYSA.

Maradana, September 1, 1911.

I, ALOYSIUS LEO JERONIMUS EDIRISINGHE of Kandana, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Hon. Court.

A. L. J. EDIRISINGHE.

Kandana, September 1, 1911.

I, THOMAS BERTRAM LANGANTILEKE of "Montague House," Bambalapitiya, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, September 1, 1911. T. B. LANGANTILEKE.

SIX weeks hence I, Herron de Silva Kularatne of "Siribawana," Ambalangoda, who was last called and known as S. K. H. de Silva, shall apply to the Hon. Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

September 1, 1911.

H. DE S. KULARATNE.

I, JASENTO PATABENDI SIMON DE SILVA, presently of "Siri Gara," Temple road, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

J. P. S. DE SILVA.

"Siri Gara," Temple road, Maradana,
August 28, 1911.

90.2/50
I, LUCIEN GODFREY POULIER of "Schoonewal,"
 Tangalla, Proctor, District Court, hereby give notice
 that, six weeks hence, I shall apply to the Hon. the Judges
 of the Supreme Court of the Island of Ceylon to be admitted
 and enrolled a Proctor of the said Court.

"Schoonewal," L. G. POULIER,
 Tangalla, August 21, 1911. Proctor, District Court.

90.2/50
 In the District Court of Colombo.
 S. S. A. S. Sellapera of Sea street, Colombo. . . Plaintiff.
 Harold Alfred Abayaratna of Bambala-
 pitiya. Substituted Plaintiff.
 No. 32,296. Vs.

Koswattagey William Perera of Wellawatta. . . Defendant.
UNDER and by virtue of a decree entered in the above-
 styled action, I am directed by the District Court
 of Colombo to sell by public auction at their respective
 spots:—

On Saturday, September 23, 1911, at 3 P.M.

(1) All that house, together with the ground attached
 thereto called Kelankaduwa, bearing lot No. 105 in
 registered plan No. 2, situated at Wellawatta, in the Palle
 pattu of the Salpiti korale, in the District of Colombo,
 Western Province; containing in extent 2 roods and
 9 perches, at present in the occupation of K. William
 Perera.

At 4.30 P.M. on the same day.

(2) All that allotment of land planted with coconuts and
 cinnamon, situated at Makoladuwa, in the Palle pattu of
 the Salpiti korale, in the District of Colombo, Western
 Province; containing in extent 23 acres and 30 55/100
 perches more or less.

39, Chatham street, RICHARD DANIEL,
 August 20, 1911. Auctioneer.

90.2/50
UNDER instructions from the administrator of the
 estate of late Mr. C. M. S. Wappoo Marikar and
 Assen Lebbe Arsha Umma, deceased, thereunto duly
 authorized by the District Court of Colombo in testamen-
 tary proceedings No. 3,765 of the said Court, we shall offer
 for sale by public auction on Wednesday, September 6,
 1911, at 4 P.M., on the spot:—

All that house and ground bearing assessment No. 26,
 now No. 20, at Messenger street, Colombo.

For particulars apply to H. van Cuylenberg, Esq.,
 Proctor and Notary.

T. A. RAHEEM & Co.,
 Auctioneers and Brokers.
 57, 2nd Cross street, Pettah.

In the District Court of Colombo.
 Ganage Daniel de Silva of Wellawatta in Colombo... Plaintiff.
 No. 32,401. Against

Virthamullagamage Don Thepanis Perumal of
 Bambalapitiya in Colombo. Defendant.

UNDER and by virtue of the decree entered of record in
 the above case, I am directed by the District Court
 of Colombo to sell by public auction on Saturday, Septem-
 ber 23, 1911, commencing at 3.30 P.M. on the spot, the
 following property (planted with cinnamon), mortgaged with
 the plaintiff as primary and secondary mortgages and
 declared bound and executable under the said decree, for
 the realization of the sum of Rs. 6,970, with interest and
 costs, and ordered to be sold by me, to wit:—

All those five contiguous portions of land, now forming
 one property, called Mirishenawatta *alias* Botanical Garden
alias Barawadiakadahela, now called Mirishenakurundu-
 watta, situated alongside the cart road leading from Etana-
 madala to Kepu-ela at Etanamadala, bordering Kalu-
 ganga, in Pinnagoda in Desestra Kalutara, in the District
 of Kalutara, Western Province, together with the buildings,
 trees, cinnamon, and other plantation thereon, in extent
 35 acres more or less.

For further particulars apply to Charles A. de Livera,
 Esq., Proctor, or to—

G. EMANUEL DABERA,
 118, Hulftsdorp. Auctioneer.

In the District Court of Kurunegala.
 1, Musukutti Achchige Subaneris Appu; 2, ditto
 Sardial Appu; 3, ditto Agilis Appu, all of
 Nawana of Yatikaha pattu. Plaintiffs
 No. 3,739. Vs.

1, Lokukantotage Punchi Singho Appuhamy; 2,
 Ratambalane Siyadoris Appuhamy, both of
 Katugampola in Katugampola Medapattu
 korale. Defendants.

BY virtue of the order of the District Court of Kurune-
 gala in the above action issued to me, I shall offer
 for sale by public auction on Wednesday, September 13,
 1911, at 1 P.M. at the spot, the lands called Bulughamula-
 hena, Kongahamulahena, Ihalaweekumbura, and Kata-
 kalagahamulahena, all lying contiguous to each other,
 containing in extent about one amuna kurakkan sowing,
 and bounded on the east and south by lands of Mr. Peris,
 west by Menumpara, and on the north by the land of Mr.
 Peris and the field of Punchirala, situate at Katugampola
 aforesaid.

D. P. TAMPOE,
 Auctioneer.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that, in the absence of movable
 property liable to seizure, (1) rents and profits from
 1 to 10 years, (2) timber and produce, (3) materials of
 house, and (4) the under-mentioned properties themselves,
 seized in virtue of a warrant issued by the Chairman of the
 Municipal Council of Colombo, in terms of the 140th clause
 of the Ordinance No. 6 of 1910, for arrears of consolidated
 rate due on the premises, and for the period mentioned in
 the subjoined schedule, will be sold by public auction on the
 spot at the time therein mentioned, unless in the meantime
 the amount of the consolidated rate and costs be duly paid.

The Municipal Office, C. M. YOUNG,
 Colombo, August 28, 1911. Financial Assistant.

SCHEDULE.

Premises No.	Quarter and Year.	Time of Sale.
Date of Sale: Wednesday, September 27, 1911.		
Modera street.		
856/192	.. 2nd to 4th quarter, 1910	.. 6.30 A.M.
857/184	.. Do,	.. 6.35 ..

Premises No.	Quarter and Year.	Time of Sale.
3831/207	.. 3rd and 4th quarters, 1910	.. 6.40 A.M.
3862/172	.. Do.	.. 6.45 ..
3943/3944	.. Do.	.. 6.50 ..
3935/104	.. Do.	.. 6.55 ..
Mutwal street.		
4109/107	.. 3rd and 4th quarters, 1910	.. 7 A.M.
4110/107	.. Do.	.. 7.5 ..
Alutmawata.		
3261/57	.. 3rd and 4th quarters, 1910	.. 7.10 A.M.
Blomendahl street.		
1652A/52A	.. 3rd and 4th quarters, 1910	.. 7.15 A.M.
1703/17A	.. Do.	.. 7.20 ..
Wilson's lane.		
4278/149 (1)	.. 3rd and 4th quarters, 1910	.. 7.25 A.M.
Tanque Salgado.		
4306/80	.. 3rd and 4th quarters, 1910	.. 7.30 A.M.
4308/82	.. Do.	.. 7.35 ..
4340/12	.. Do.	.. 7.40 ..
Jampettah street.		
178	.. 3rd and 4th quarters, 1910	.. 7.45 A.M.

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
	Hulftsdorp street.		2372/6	3rd and 4th quarters, 1910	9.20 A.M.
54/125	3rd and 4th quarters, 1910	8 A.M.	2378/9	3rd to 4th quarter, 1910	9.35 "
	Silversmith lane.		2379/37	1st to 4th quarter, 1910	9.40 "
423/424-29/30	1st to 4th quarter, 1910	8.5 A.M.	2382/11 (1)	2nd to 4th quarter, 1910	9.50 "
	Silversmith street.		2382A/11 (2)	1st to 4th quarter, 1910	9.55 "
563-21	3rd and 4th quarters, 1910	8.10 A.M.	2385/15	Do.	10 "
	Messenger street.		2386/15A	2nd to 4th quarter, 1910	10.5 "
653-84	3rd and 4th quarters, 1910	8.15 A.M.	2389/12B	1st to 4th quarter, 1910	10.10 "
	Armour street.		2391/16	Do.	10.15 "
811	1st to 4th quarter, 1910	8.20 A.M.	2392/16A	4th quarter, 1910	10.20 "
	Grandpass road.		2393/21	Do.	10 "
952/187	1st to 4th quarter, 1910	8.25 A.M.	2394/21	Do.	10 "
	Forbes road.			Time of Sale: Friday, September 29, 1911.	
2063/6	3rd and 4th quarters, 1910	8.45 A.M.		Avondale road.	
2064/6	Do.	8.50 "	2395/21	4th quarter, 1910	6.30 A.M.
2065/2066/5A	4th quarter, 1911	8.55 "	2396/21	Do.	6.35 "
2068/4	3rd and 4th quarters, 1910	9 "	2397/21	Do.	6.40 "
2070/3	Do.	9.5 "		Dean's road.	
2071/2	Do.	9.10 "	2411/35F	4th quarter, 1910	6.45 A.M.
	Dean's road.			Avondale road.	
2074/63	4th quarter, 1910	9.15 A.M.	2415/33	3rd quarter, 1909, to 4th quarter, 1910	6.50 A.M.
2076/65	Do.	9.20 "	2416/34	1st to 4th quarter, 1910	6.55 "
2077/66	Do.	9.25 "		Dean's passage.	
2078/67	1st quarter, 1909, to 4th quarter, 1910	9.30 "	2417/1	1st to 4th quarter, 1910	7 A.M.
2079/67	1st to 4th quarter, 1910	9.35 "	2418/1	Do.	7.5 "
2080/67	Do.	9.40 "	2419/2	4th quarter, 1909, to 4th quarter, 1910	7.10 "
2081/67	Do.	9.45 "		Dean's road.	
2082/67	Do.	9.50 "	2421/37	3rd and 4th quarters, 1910	7.20 A.M.
2083/67	Do.	9.55 "	2422/37	Do.	7.25 "
	Symond's road.		2423/37A	1st to 4th quarter, 1910	7.30 "
2085/2086/6A	3rd and 4th quarters, 1910	10 A.M.	2425/38	Do.	7.35 "
2088/2089/6	Do.	10.5 "	2428/40A	4th quarter, 1910	7.40 "
2099/3B	Do.	10.10 "	2429/2430/41	1st to 4th quarter, 1910	7.45 "
2102/2A	Do.	10.15 "	2433/42	Do.	7.50 "
2103/2	Do.	10.20 "	2434/43	Do.	7.55 "
2105/2B	3rd quarter, 1909, to 4th quarter, 1910	10.30 "		Arab place.	
	Time of Sale: Thursday, September 28, 1911.		2438/20	3rd and 4th quarters, 1910	8 A.M.
	2nd Division, Maradana.		2439/20	Do.	8.10 "
2107/8/9	1st to 4th quarter, 1910	6.30 A.M.	2440/20	Do.	8.10 "
2108/7	3rd and 4th quarters, 1910	6.35 "	2441/20	2nd to 4th quarter, 1910	8.15 "
2109/7	Do.	6.40 "	2442/2	1st to 4th quarter, 1910	8.20 "
2110/7	Do.	6.45 "		Forbes lane.	
2111/13A	1st to 4th quarter, 1910	6.50 "	2204/7	3rd and 4th quarters, 1910	8.25 A.M.
	Symond's road.		2205/2206/11	Do.	8.30 "
2114/3C	3rd and 4th quarters, 1910	6.55 A.M.	2208/2213/9/10	Do.	8.35 "
2115/2117/18	Do.	7 "	2223/15	4th quarter, 1910	8.55 "
2124/4	Do.	7.5 "		Forbes road.	
2125/4A	Do.	7.10 "	2226/34	3rd and 4th quarters, 1910	9 A.M.
	Dean's road.		2227/32	4th quarter, 1910	9.5 "
2164/23A	3rd and 4th quarters, 1910	7.25 A.M.	2228/32	Do.	9.10 "
2165/24	Do.	7.30 "	2229/31	3rd and 4th quarters, 1910	9.15 "
2166/25	4th quarter, 1910	7.35 "		Darley road.	
2170/2171/29	3rd and 4th quarters, 1910	7.40 "	2247/9	3rd and 4th quarters, 1910	9.40 A.M.
2175/33	1st to 4th quarter, 1910	7.45 "	2248/10	Do.	9.45 "
	Forbes road.		2252/13	Do.	9.50 "
2186/40A	1st to 4th quarter, 1910	7.50 A.M.	2273/24	Do.	10 "
2187/39	3rd and 4th quarters, 1910	7.55 "	2274/25A	Do.	10.5 "
2188/38	Do.	8 "	2275/25	Do.	10.10 "
2190/36B	1st to 4th quarter, 1910	8.5 "	2282/31	4th quarter, 1910	10.15 "
	Arab passage.		2283/31	Do.	10.20 "
2353/3	1st to 4th quarter, 1910	8.25 A.M.	2284/31	2nd to 4th quarter, 1910	10.25 "
	Dean's road.		2285/31F	4th quarter, 1910	10.30 "
2359/35	1st to 4th quarter, 1910	8.30 A.M.		Time of Sale: Saturday, September 30, 1911.	
2360/35C	Do.	8.35 "		Darley road.	
2361/35D	Do.	8.40 "	2290/30	3rd and 4th quarters, 1910	6.30 A.M.
2362/35E	Do.	8.45 "	2299/32	1st to 4th quarter, 1910	6.35 "
	Avondale road.		2300/32	Do.	6.40 "
2364/1A	1st to 4th quarter, 1910	8.50 A.M.	2301/32	Do.	6.45 "
2365/1A	Do.	8.55 "	2302/32	Do.	6.50 "
2368/4	4th quarter, 1910	9 "	2303/32	Do.	6.55 "
2369/5B	1st to 4th quarter, 1910	9.5 "		Rudd's lane.	
2370/5A	3rd and 4th quarters, 1910	9.10 "	2317/3A	3rd and 4th quarters, 1910	7.15 A.M.
2371/5	4th quarter, 1909, to 4th quarter, 1910	9.15 "	2318/4	4th quarter, 1910	7.20 "
			2323/6	2nd to 4th quarter, 1910	7.25 "
			2324/6	Do.	7.30 "

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
2326/8	3rd and 4th quarters, 1910	7.35 A.M.			
2327/8	Do.	7.40			
2328/8	2nd to 4th quarter, 1910	7.45			
2330/2333/10	3rd quarter, 1909, to 4th quarter, 1910	7.50			
	Dean's road.				
2335/2336/55	3rd quarter, 1909, to 4th quarter, 1910	7.55 A.M.			
2345/61	3rd and 4th quarters, 1910	8			
2348/62B (1)	4th quarter, 1910	8.5			
2351/34	1st to 4th quarter, 1910	8.10			
	Arab passage.				
2352/34	1st to 4th quarter, 1910	8.15 A.M.			
2353/1	4th quarter, 1910	8.20			
	Darley road.				
2521/44A	4th quarter, 1910	8.25 A.M.			
2530/48E (1)	1st to 4th quarter, 1910	8.35			
2538/48F	4th quarter, 1910	8.40			
2540/50	1st to 4th quarter, 1910	8.45			
2541/51	Do.	8.50			
	Sutherland lane.				
2550/3B	3rd and 4th quarters, 1910	8.55 A.M.			
	Captain's Garden.				
2560/3	2nd to 4th quarter, 1910	9 A.M.			
2562/3A	3rd and 4th quarters, 1910	9.5			
2565/17	2nd to 4th quarter, 1910	9.10			
2566/17	1st to 4th quarter, 1910	9.15			
2567/17	2nd to 4th quarter, 1910	9.20			
2569/18	3rd and 4th quarters, 1910	9.25			
2571/6	Do.	9.30			
2573/7	Do.	9.35			
2574/2575/5	4th quarter, 1910	9.40			
2576/7A	2nd to 4th quarter, 1910	9.45			
2578/2581/8	1st to 4th quarter, 1910	9.50			
2592/9A	3rd and 4th quarters, 1910	9.55			
	De Saram place.				
2514/1	2nd to 4th quarter, 1910	10 A.M.			
2629/4	1st to 4th quarter, 1910	10.10			
	Regent street.				
2631/13/13A	3rd and 4th quarters, 1910	10.15 A.M.			
2632/13/13A	Do.	10.20			
2633/13/13A	Do.	10.25			
2634/13/13A	Do.	10.30			
	Date of Sale : Wednesday, September 27, 1911.				
	Regent street.				
2635/13/13A	3rd and 4th quarters, 1910	1.30 P.M.			
2636/13/13A	Do.	1.35			
2637/13/13A	Do.	1.40			
2638/13/13A	Do.	1.45			
2639/13/13A	Do.	1.50			
2640/13/13A	Do.	1.55			
	Arab place.				
2443/2	1st to 4th quarter, 1910	2.5 P.M.			
2444/4	Do.	2.10			
2447/20	2nd to 4th quarter, 1910	2.30			
2448/10	3rd and 4th quarters, 1910	2.35			
2449/6	Do.	2.40			
2456/7	2nd to 4th quarter, 1910	2.55			
2457/7	1st to 4th quarter, 1910	3			
2458/12	4th quarter, 1910	3.5			
2459/16	3rd and 4th quarters, 1910	3.10			
2460/15	1st to 4th quarter, 1910	3.15			
2461/14C	3rd and 4th quarters, 1910	3.20			
2461A/14	1st to 4th quarter, 1910	3.25			
	Arab lane.				
2463/1/1A	1st to 4th quarter, 1910	3.30 P.M.			
2463A	Do.	3.35			
	2nd Division, Maradana.				
2464/85	3rd and 4th quarters, 1910	3.40 P.M.			
2465/87	Do.	3.45			
2466/87A	Do.	3.50			
2469/6	1st to 4th quarter, 1910	3.55			
2469A/7	Do.	4			
2470/5	Do.	4.5			
2471A/4	Do.	4.10			
2472/1	Do.	4.15			
2472A/2	Do.	4.20			
	Darley road.				
2499/36	3rd and 4th quarters, 1910	4.25 P.M.			
2502/37B	Do.	4.30			
2505/38A	2nd to 4th quarters, 1910	4.35			
2517/2520	4th quarter, 1910	4.40			
	2nd Division, Maradana.				
2648/97	1st to 4th quarter, 1910	4.45 P.M.			
	Jail road.				
2670/10	4th quarter, 1910	4.50 P.M.			
2671/10	3rd and 4th quarters, 1910	4.55			
2672/10	4th quarter, 1910	5			
2676/11	1st to 4th quarter, 1910	5.20			
2690/14C	3rd quarter, 1909, to 4th quarter, 1910	5.25			
2692/14E	Do.	5.30			
2693/14F	Do.	5.35			
2694/15R	Do.	5.40			
	Date of Sale : Thursday, September 28, 1911.				
	Madampitiya.				
1438/87A	4th quarter, 1910	1.30 P.M.			
1460/110A	3rd and 4th quarters, 1910	1.35			
1489/247	Do.	1.40			
	M. Cemetery street.				
1510/80	3rd and 4th quarters, 1910	1.45 P.M.			
1520/75	Do.	1.50			
1521/75A	Do.	1.55			
1522/74	Do.	2			
1552/59A	Do.	2.5			
1560/50A	Do.	2.10			
	Alutmawata.				
3045/114	3rd and 4th quarters, 1910	2.15 P.M.			
	Wall street.				
2018/2019/70/70A	3rd and 4th quarters, 1910	2.20 P.M.			
2020/71	Do.	2.25			
2021/72	Do.	2.30			
2023/74	Do.	2.35			
	K. Cemetery street.				
2155/90	3rd and 4th quarters, 1910	2.40 P.M.			
2156/8/12	Do.	2.45			
2293/20D	Do.	2.50			
	Kotahena.				
2324/52D	1st and 2nd quarters, 1910	2.55 P.M.			
2326/53	Do.	3			
2327/2	Do.	3.5			
2344/101	3rd and 4th quarters, 1910	3.10			
2345/102	1st to 4th quarter, 1910	3.15			
2346/102 (1)	Do.	3.20			
2352/114B	3rd and 4th quarters, 1910	3.25			
2363/105	Do.	3.30			
	Santiago road.				
2455/61 (6)	3rd quarter, 1909, to 2nd quarter, 1910	3.35 P.M.			
	College street.				
2515/20 (1)	3rd and 4th quarters, 1910	3.40 P.M.			
2521/21 (4)	3rd quarter, 1909, to 2nd quarter, 1910	3.45			
2522/21 (5)	Do.	3.50			
2525/17 (2)	3rd and 4th quarters, 1910	3.55			
	Kotahena.				
2681/131	3rd and 4th quarters, 1910	4 P.M.			
2682/1 & 2	Do.	4.5			
2688/3 & 4	Do.	4.10			
2684/5	Do.	4.15			
	Kotahena street.				
2685/6/7	3rd and 4th quarters, 1910	4.20 P.M.			
2686/8/10	Do.	4.25			
2687/1 & 13	Do.	4.30			
2386/106	Do.	4.35			
	Madampitiya.				
1442/90	1st to 4th quarter, 1910	4.40 P.M.			
	Ferguson's road.				
977/4	3rd and 4th quarters, 1910	5.10 P.M.			
	Mattacooly.				
1019/1020/59/59	3rd and 4th quarters, 1910	5.15 P.M.			

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
1076/18A	3rd and 4th quarters, 1910	5.20 P.M.		Urugodawatta.	
1077/18	Do.	5.25 "	691/44	3rd and 4th quarters, 1910	2.55 P.M.
	Fransewatta.		699/45	Do.	3 "
1141/41A	4th quarter, 1910	5.30 P.M.	705/49	Do.	3.10 "
	Totewatta.			Nagalagam street.	
1143/37	3rd and 4th quarters, 1910	5.35 P.M.	863/185	3rd quarter, 1910	3.15 P.M.
1148/13A	Do.	5.40 "	874/198	3rd and 4th quarters, 1910	3.20 "
1172/10c/10d.	4th quarter, 1910.	5.45 "	878/205	Do.	3.25 "
	Date of Sale : Friday, September 29, 1911.		901/227/227A.	Do.	3.30 "
	Totewatta.		920/250A	Do.	3.35 "
1181/3	3rd and 4th quarters, 1910	1.30 P.M.	921/250	4th quarter, 1910	3.40 "
	Mattacooly road.		922/251	Do.	3.45 "
1187/1	4th quarter, 1910	1.35 P.M.		First lane.	
	Vuistwyke,		302/9	3rd and 4th quarters, 1910	4.10 P.M.
1219/16	4th quarter, 1910	1.45 P.M.		Second lane.	
	Alutmawata.		317/9	3rd and 4th quarters, 1910	4.15 P.M.
1233/29	4th quarter, 1910	1.50 P.M.	312/12	Do.	4.20 "
1238/35	3rd and 4th quarters, 1910	1.55 "	326/18	Do.	4.25 "
	Mattacooly.			Prince street.	
1249/43A	4th quarter, 1910	2 P.M.	404/66	3rd and 4th quarters, 1910	4.30 P.M.
1255/51	3rd and 4th quarters, 1910	2.5 "		Mitcho's lane.	
1258/48	Do.	2.10 "	408/3	3rd and 4th quarters, 1910	4.35 P.M.
1261/53	Do.	2.20 "		Maliban street.	
1262/53A	Do.	2.25 "	443/15/16	3rd and 4th quarters, 1910	4.40 P.M.
1264/55	4th quarter, 1910	2.30 "		2nd Cross street.	
1265/56	3rd and 4th quarters, 1910	2.35 "	652/63	3rd and 4th quarters, 1910	4.45 P.M.
	St. Mary's road.		679/28	4th quarter, 1910	5 "
1269/59	3rd and 4th quarters, 1910	2.40 P.M.		4th Cross street.	
	Alutmawata.		818/100	3rd and 4th quarters, 1910	5.5 P.M.
1281/66	3rd and 4th quarters, 1910	2.50 P.M.		Date of Sale : Monday, October 2, 1911.	
1282/67	Do.	2.55 "		Model Farm road.	
1283/67A	Do.	3 "	21	3rd and 4th quarters, 1910	7 A.M.
1284/67B	Do.	3.5 "	26	4th quarter, 1910	7.10 "
1287/67D	Do.	3.20 "		Kanatta road.	
1289/70B	Do.	3.25 "	19	4th quarter, 1910	7.15 A.M.
1290/75	Do.	3.30 "		Narahenpitiya.	
1292/79A	Do.	3.35 "		3rd and 4th quarters, 1910	7.25 A.M.
1293/79B	Do.	3.40 "	4	Do.	7.30 "
1294/79C	Do.	3.45 "	7	Do.	7.35 "
1296/81	Do.	3.50 "	8	Do.	7.40 "
1305/74	Do.	4.5 "	9	Do.	7.45 "
1312/87	Do.	4.15 "	10	Do.	7.50 "
1313/88	Do.	4.20 "	15	Do.	7.55 "
	Ferguson's road.		17	Do.	8 "
1319/54	3rd and 4th quarters, 1910	4.25 P.M.	18	Do.	8.5 "
1328/48	Do.	4.35 "	21	Do.	8.10 "
1329/47	Do.	4.40 "	24	Do.	8.15 "
1330/47A	Do.	4.45 "	25	Do.	8.20 "
1343/44	Do.	4.50 "	28	Do.	8.25 "
1345/39	Do.	4.55 "	29	Do.	8.30 "
	Mattacooly.		32	Do.	8.35 "
1016/60	4th quarter, 1910.	5 P.M.	35	Do.	8.40 "
1017/60A	Do.	5.5 "	41	Do.	8.50 "
1018/60B	Do.	5.10 "		Timbirigasyaya road.	
	St. Mary's road.		9	3rd and 4th quarters, 1910	9 A.M.
1271/61	3rd and 4th quarters, 1910	5.15 P.M.	20	Do.	9.15 "
1273/62A	Do.	5.20 "	32	4th quarter, 1910	9.25 "
1275/62C	Do.	5.25 "	34	3rd and 4th quarters, 1910	9.30 "
	Date of Sale : Saturday, September 30, 1911.			Yakbedde road.	
	Layard's Broadway.		27	4th quarter, 1910	9.50 A.M.
331/17/20	3rd and 4th quarters, 1910	1.40 P.M.	29	Do.	9.55 "
332/21/24	Do.	1.45 "	32	3rd and 4th quarters, 1910	10.5 "
333/27	Do.	1.50 "	36	4th quarter, 1910	10.15 "
369/50A/50K	Do.	2 "	39	3rd and 4th quarters, 1910	10.20 "
372/60/60C	Do.	2.5 "		Date of Sale : Tuesday, October 3, 1911.	
373/61/61A/61B	Do.	2.10 "		Cotta road.	
379/67/67A	Do.	2.20 "	5	4th quarter, 1910	7.5 A.M.
383/69A	4th quarter, 1910	2.25 "	10A	3rd and 4th quarters, 1910	7.15 "
395A/83A	3rd and 4th quarters, 1910	2.30 "	10B	Do.	7.20 "
397/85A	Do.	2.35 "		Buller's road.	
398/85/86	Do.	2.40 "	12	4th quarter, 1910	7.30 A.M.
408/93/94	Do.	2.45 "	15	3rd and 4th quarters, 1910	7.35 "

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
	Castle street.			Havelock park road.	
8	4th quarter, 1910	7.55 A.M.	7A	3rd and 4th quarters, 1910	10.20 A.M.
15	3rd and 4th quarters, 1910	8.5		Model Farm road.	
	Model Farm road.		22	4th quarter, 1910	10.30 A.M.
8	3rd and 4th quarters, 1910	8.10 A.M.	24	Do.	10.35
16	Do.	8.15		Timbirigasyaya road.	
	Timbirigasyaya road.		108	3rd and 4th quarters, 1910	10.40 A.M.
40	3rd and 4th quarters, 1910	8.25 A.M.	105	2nd to 4th quarter, 1910	10.45
49	Do.	8.35		Buller's road.	
51	4th quarter, 1910	8.45	22	3rd and 4th quarters, 1910	10.55 A.M.
54	3rd and 4th quarters, 1910	8.50	22A	Do.	11
59	Do.	9		Date of Sale : Thursday, October 5, 1911.	
65	4th quarter, 1910	9.10		Narahenpita.	
79	Do.	9.20	34	3rd and 4th quarters, 1910	7.5 A.M.
84	3rd and 4th quarters, 1910	9.25		Timbirigasyaya.	
87	4th quarter, 1910	9.30	28	4th quarter, 1910	7.10 A.M.
92	3rd and 4th quarters, 1910	9.35	112	3rd and 4th quarters, 1910	7.15
103	4th quarter, 1910	9.45		Kanatta road.	
113	3rd and 4th quarters, 1910	9.50	22	4th quarter, 1910	7.20 A.M.
115	4th quarter, 1910	9.55		Narahenpita.	
116	Do.	10	38	3rd and 4th quarters, 1910	7.25 A.M.
118	3rd and 4th quarters, 1910	10.5		Depôt avenue.	
119	Do.	10.10	6	4th quarter, 1910	7.30 A.M.
120	Do.	10.15		Buller's road.	
124	Do.	10.20	19	3rd and 4th quarters, 1910	7.35 A.M.
	Morrison road.			Timbirigasyaya.	
8	3rd and 4th quarters, 1910	10.25 A.M.	3	3rd and 4th quarters, 1910	7.40 A.M.
	Depôt Avenue road.		12	Do.	7.45
1	3rd and 4th quarters, 1910	10.30 A.M.		Base Line road.	
	Date of Sale : Wednesday, October 4, 1911.		64	2nd to 4th quarter, 1910	8.5 A.M.
	Depôt avenue.			Urugodawatta.	
8	3rd and 4th quarters, 1910	7 A.M.	18	2nd to 4th quarter, 1910	8.10 A.M.
9	Do.	7.5		Kolonnawa.	
10	Do.	7.10	10	2nd to 4th quarter, 1910	8.15 A.M.
12	Do.	7.15		Urugodawatta.	
13	Do.	7.20	19	3rd and 4th quarters, 1910	8.20 A.M.
14	4th quarter, 1910	7.25	17/20	4th quarter, 1910	8.25
18	Do.	7.35		Kolonnawa.	
	Timbirigasyaya road.		2	3rd and 4th quarters, 1910	8.30 A.M.
128A	2nd to 4th quarter, 1910	7.40 A.M.	3	2nd to 4th quarter, 1910	8.35
12A	Do.	7.45	57	4th quarter, 1910	8.55
121B	Do.	7.50	50	3rd and 4th quarters, 1910	9
	Park lane.		48	Do.	9.5
23/23A	2nd to 4th quarter, 1910	7.55 A.M.	45	Do.	9.10
	Havelock park road.		73	4th quarter, 1910	9.25
11A	2nd to 4th quarter, 1910	8 A.M.		Base Line road.	
11C	Do.	8.5	45	3rd and 4th quarters, 1910	9.35 A.M.
	Timbirigasyaya road.			Kopiawatta.	
12B	2nd to 4th quarter, 1910	8.10 A.M.	2	4th quarter, 1910	9.40 A.M.
	Depôt avenue.			Base Line road.	
19	4th quarter, 1910	8.15 A.M.	23	4th quarter, 1910	9.45 A.M.
20	3rd and 4th quarters, 1910	8.20	27	Do.	9.50
23	4th quarter, 1910	8.25	34	Do.	9.55
25	3rd and 4th quarters, 1910	8.30	39	Do.	10
29	Do.	8.35	46	Do.	10.5
34	Do.	8.45		Date of Sale : Monday, October 2, 1911.	
42	Do.	8.50		Dias place.	
	Park lane.		179/22A	1st quarter, 1909, to 2nd quarter, 1910	1.30 P.M.
1	3rd and 4th quarters, 1910	8.55 A.M.	137/14	3rd and 4th quarters, 1910	1.35
4	Do.	9	138/14	Do.	1.40
9	4th quarter, 1910	9.5		Muhandiram's lane.	
17	3rd and 4th quarters, 1910	9.10	228/231/6/7	3rd quarter, 1910, to 2nd quarter, 1911	1.45 P.M.
25	Do.	9.15		Peer Saibo's lane.	
28	Do.	9.20	621/8	3rd quarter, 1910, to 2nd quarter, 1911	1.50 P.M.
	Kitulwatta road.		629/16	3rd and 4th quarters, 1910	1.55
9	4th quarter, 1910	9.30 A.M.		New Moor street.	
10	3rd and 4th quarters, 1910	9.35	865/80	1st quarter, 1909, to 2nd quarter, 1911	2 P.M.
	East End, Bambalapitiya.				
11	4th quarter, 1910	9.40 A.M.			
20	3rd and 4th quarters, 1910	9.45			
42	Do.	9.50			
	Havelock road.				
11	3rd and 4th quarters, 1910	9.55 A.M.			
	Timbirigasyaya road.				
53	3rd and 4th quarters, 1910	10 A.M.			

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
	Peer Saibo's lane.			Greenpath.	
632/20	3rd quarter, 1910, to 2nd quarter, 1911	2. 5 P.M.	6/7	3rd and 4th quarters, 1910	1.50 P.M.
	Kochchikade.		11	Do.	1.55 "
688/64/67	3rd and 4th quarters, 1910	2.15 P.M.	3	Elibank road.	
689/64/67	Do.	2.20 "	23	3rd and 4th quarters, 1910	2. 5 P.M.
690/64/67	Do.	2.25 "		Do.	2.10 "
	Sea street.		3	Havelock park road.	
231/71	1st to 4th quarter, 1910	2.30 P.M.	11/12	1st to 4th quarter, 1910	2.15 P.M.
291/209	3rd and 4th quarters, 1910	2.35 "	13	3rd and 4th quarters, 1910	2.20 "
	Brassfounder street.		14	Do.	2.25 "
525/41	3rd and 4th quarters, 1910	2.40 P.M.		Do.	2.30 "
	Gintupitiya street.		1	Dickson's road.	
584/33A	3rd and 4th quarters, 1910	2.45 P.M.	4	3rd and 4th quarters, 1910	2.35 P.M.
	Hill street.		5J	Do.	2.40 "
788/5	3rd and 4th quarters, 1910	2.50 P.M.	12	Do.	2.45 "
	Mosque lane 1st.		12A	Do.	2.50 "
1253/2	3rd and 4th quarters, 1910	2.55 P.M.	13	Do.	2.55 "
1254/1	Do.	3 "		Do.	3 "
	New Moor street.		4	Havelock park road.	
1314/49	3rd and 4th quarters, 1910	3. 5 P.M.		4th quarter, 1910	3. 5 P.M.
1315/48 (1)	Do.	3.10 "	109A/1	Colpetty road.	
	2nd Gabo's lane.		113	3rd and 4th quarters, 1910	3.10 P.M.
45	1st to 4th quarter, 1910	3.15 P.M.	113 (1)	Do.	3.15 "
	Sea street.			Do.	3.20 "
263/30	3rd and 4th quarters, 1910	3.20 P.M.	42A	Ward place.	
	Chekku street.			4th quarter, 1910	3.30 P.M.
388/47	3rd and 4th quarters, 1910	3.25 P.M.	15	Flower road.	
428/106	1st to 4th quarter, 1910	3.30 "		3rd and 4th quarters, 1910	3.35 P.M.
	Brassfounder street.		107/107A/108	Wellawatta.	
475/21	3rd and 4th quarters, 1910	3.35 P.M.		3rd and 4th quarters, 1910	3.40 P.M.
	Gintupitiya street.		166B	Kollupitiya.	
580/35	3rd and 4th quarters, 1910	3.40 P.M.		3rd and 4th quarters, 1910	3.50 P.M.
581/35	Do.	3.45 "	57	Muhandiram's road.	
585/33	1st to 4th quarter, 1910	3.50 "		4th quarter, 1910	3.55 P.M.
586/587/34	3rd and 4th quarters, 1910	3.55 "	111A	Kollupitiya road.	
588/32	1st to 4th quarter, 1910	4 "		3rd and 4th quarters, 1910	4 P.M.
	Hill street.		19A	Kollupitiya lane.	
751/38	3rd and 4th quarters, 1910	4. 5 P.M.		3rd and 4th quarters, 1910	4. 5 P.M.
786/7	1st to 4th quarter, 1910	4.10 "	145A	Kollupitiya road.	
794/795/2	3rd and 4th quarters, 1910	4.15 "	113	3rd and 4th quarters, 1910	4.10 P.M.
	Wolfendahl street.		59	Do.	4.20 "
855 858	1st to 4th quarter, 1910	4.20 P.M.	59A	4th quarter, 1910	4.30 "
	New Chetty street.		53	Do.	4.35 "
1111/47	3rd and 4th quarters, 1910	4.25 P.M.	74A	3rd and 4th quarters, 1910	4.40 "
1119/39	1st to 4th quarter, 1910	4.30 "	80	Do.	4.45 "
	Jampettah street.		87	4th quarter, 1910	4.50 "
1120/85/86	1st to 4th quarter, 1910	4.35 P.M.	189	Do.	4.55 "
1121/84	Do.	4.40 "		3rd and 4th quarters, 1910	5 "
	Kayman's Gate.			Wellawatta.	
4/20	2nd to 4th quarter, 1910	4.45 P.M.	9	4th quarter, 1910	5. 5 P.M.
	Colpetty road.		32B	Do.	5.10 "
59B	3rd and 4th quarters, 1910	5.15 P.M.	32C	Do.	5.15 "
195	Do.	5.20 "	43B	3rd and 4th quarters, 1910	5.20 "
198	Do.	5.25 "	130A	4th quarter, 1910	5.45 "
198A	Do.	5.30 "		Date of Sale : Wednesday, October 4, 1911.	
198B	Do.	5.35 "		Wellawatta.	
	Wellawatta.		136	3rd and 4th quarters, 1910	1.30 P.M.
54	3rd and 4th quarters, 1910	5.40 P.M.		St. Michael's road.	
	Muhandiram's road.		13	1st to 4th quarter, 1910	1.40 P.M.
45/46	1st to 4th quarter, 1910	5.45 P.M.		Muhandiram's road.	
	Ward place.		7	4th quarter, 1910	1.45 P.M.
53	3rd and 4th quarters, 1910	5.50 P.M.	34	Do.	1.50 "
	Date of Sale : Tuesday, October 3, 1911.		69	1st to 4th quarter, 1910	1.55 "
	Ward Place.			Mosque lane.	
54	4th quarter, 1910	1.30 P.M.	24	1st to 4th quarter, 1910	2 P.M.
	Rosmead place.		25	Do.	2 "
2	3rd and 4th quarters, 1910	1.35 P.M.		Bambalapitiya.	
3	Do.	1.40 "	13	4th quarter, 1910	2.10 P.M.
	Horton place.		14	Do.	2.15 "
14	4th quarter, 1910	1.45 P.M.	22A	Do.	2.20 "
				Kollupitiya road.	
			251	3rd and 4th quarters, 1910	2.25 P.M.
			252	Do.	2.30 "
			252A	Do.	2.35 "

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
	Jail road.				
2696/15M/1	3rd and 4th quarters, 1910	3 P.M.	2874/31A	3rd and 4th quarters, 1910	2.40 P.M.
2697/15M/2	Do.	3.5	2879/24/26	3rd quarter, 1909, to 2nd quarter, 1910	2.45
2698/15M/3	Do.	3.10	2911/12	3rd and 4th quarters, 1910	2.55
2711/15J	3rd quarter, 1909, to 4th quarter, 1910	3.15	2912/11A	1st to 4th quarter, 1910	3
2712/15K	3rd and 4th quarters, 1910	3.20	2920/6	Do.	3.20
2714/15R	1st to 4th quarter, 1910	3.25	2921/6	3rd and 4th quarters, 1910	3.25
2717/15T	Do.	3.40	2926/2931/-6-8C	Do.	3.30
2718/15A	2nd quarter, 1909, to 4th quarter, 1910	3.45		Regent street.	
	Maligawatta.		2934/9	4th quarter, 1910	3.35 P.M.
2729/3B	4th quarter, 1910	3.55 P.M.	2935/9	Do.	3.40
2730/3B	1st to 4th quarter, 1910	4	2936/9	Do.	3.45
2736/36	Do.	4.5	2937/9	Do.	3.50
2737/11	2nd to 4th quarter, 1910	4.10	2938/9	Do.	3.55
2738/7A	4th quarter, 1910	4.15	2939/9	Do.	4
2739/7	3rd and 4th quarters, 1910	4.20		Ward place.	
2741/9	1st to 4th quarter, 1910	4.25	2947/5A	3rd and 4th quarters, 1910	4.5 P.M.
	Jail road.		2964/18	4th quarter, 1910	4.10
2745/18	3rd and 4th quarters, 1910	4.35 P.M.	2966/22/25	3rd and 4th quarters, 1910	4.15
2746/19	Do.	4.40	2967/22/25	Do.	4.20
2748/23/24	3rd quarter, 1909, to 4th quarter, 1910	4.45	2968A	4th quarter, 1910	4.25
	3rd Division, Maradana.		2972/29/36	1st to 4th quarter, 1910	4.30
2764/117	4th quarter, 1910	4.50 P.M.		Cotta road.	
2765/117	Do.	4.55	2974/33	1st to 4th quarter, 1910	4.35 P.M.
2768/2770/113			2980/30	3rd and 4th quarters, 1910	4.40
115	3rd and 4th quarters, 1910	5	2981/30	Do.	4.45
2771/112	2nd to 4th quarter, 1910	5.5	2982/30	4th quarter, 1910	4.50
2772/112	4th quarter, 1910	5.10	2983/30	Do.	4.55
2790/94	2nd quarter, 1909, to 4th quarter, 1910	5.15	2984/30	3rd and 4th quarters, 1910	5
2792/90A	3rd and 4th quarters, 1910	5.20		Anstruther street.	
2807/95	4th quarter, 1910	5.25	2990/1A	3rd and 4th quarters, 1910	5.5 P.M.
2810/95	1st to 4th quarter, 1910	5.30	2991/1A	Do.	5.10
2812/69A/69B	Do.	5.35		Arbuthnot street.	
2814/88	4th quarter, 1910	5.40	3010/1	1st to 4th quarter, 1910	5.20 P.M.
2816/88	Do.	5.45		Rodney street.	
	Date of Sale: Thursday, October 5, 1911.		3014/6	3rd quarter, 1909, to 4th quarter, 1910	5.25 P.M.
	3rd Division, Maradana.		3017/1/2	4th quarter, 1910	5.30
2822/78/79	3rd and 4th quarters, 1910	1.30 P.M.	3018/10	4th quarter, 1909, to 4th quarter, 1910	5.35
2839/60	Do.	1.35		Yakbedde street.	
2841/56/57A/58	Do.	1.40	3019/3	1st to 4th quarter, 1910	5.40 P.M.
2842	Do.	1.45	3020/3	Do.	5.45
2843	Do.	1.50		Date of Sale: Friday, October 6, 1911.	
2844/57	4th quarter, 1910	1.55		Cotta road.	
2845	3rd and 4th quarters, 1910	2	3027/17	3rd and 4th quarters, 1910	7 A.M.
2847/2849/54	4th quarter, 1910	2.5	3028/17	Do.	7.5
2850/53	3rd quarter, 1909, to 4th quarter, 1910	2.10		Rodney street.	
2851/64A	4th quarter, 1910	2.15	3029	4th quarter, 1910	7.10 A.M.
2852/64	Do.	2.20		Yakbedde street.	
	North South Base Line road.		3037/1	1st quarter, 1909, to 4th quarter, 1910	7.15 A.M.
2868/36/37	3rd and 4th quarters, 1910	2.25 P.M.	3038/2	3rd and 4th quarters, 1910	7.20
	3rd Division, Maradana.		3039/3B	4th quarter, 1910	7.25
2869/35-34/33A			3040/3A	3rd and 4th quarters, 1910	7.30
to 33C	2nd to 4th quarter, 1910	2.30 P.M.	3042/4	Do.	7.35
2873/31B	3rd and 4th quarters, 1910	2.35		Norris Canal road.	
			2610/4	2nd to 4th quarter, 1910	7.40 A.M.

THE postponed sales of the following properties seized for non-payment of consolidated rate and previously advertised for sale will take place as shown below. Sales to commence at 7 A.M. each day:—

No.	Premises.	Original Date fixed for Sale.	Date now fixed.
2	Leechman's lane	July 22, 1911	September 4, 1911
8	—	do.	do.
2	Glennie street	do.	do.
3	—	do.	do.
66	Layard's Broadway	July 4, 1911	September 5, 1911
69-75	Kochchikade	July 5, 1911	do.

The Municipal Office,
Colombo, August 28, 1911.

C. M. Young,
Financial Assistant to the Chairman,
Municipal Council.

WHEREAS rinderpest has broken out at Kapuwantuduwa, a village in the eastern extension, within the Municipal limits of Colombo: Now, therefore, under the provisions of section 5 of the Ordinance No. 25 of 1909 I do hereby proclaim that the area within the boundaries hereinafter described is an infected area, viz. :—

North by Crown land and Castle street.
East by low-lying land belonging to villagers.
South by the Ridgeway golf links.
West by the general cemetery.

2. This proclamation shall take effect from September 1, 1911.

The Municipal Office,
Colombo, August 29, 1911.

K. MACLEOD,
Chairman, Municipal Council,
and Mayor of Colombo.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on July 15, 1911, at 8.30 a.m., in accordance with Notice dated July 11, 1911.

Present :—The Hon. Mr. C. S. Vaughan, Chairman; Mr. E. Beven; Mr. W. D. Gibbon; Dr. G. P. Schokman; Mr. W. C. Price; Mr. E. L. Wijegoonewardene; Mr. S. A. Owen; Mr. R. W. Jonklaas; and Mr. V. M. Saravanamuttu.

The Minutes of Proceedings of the Meeting held on June 17, 1911, having been previously submitted to the Chairman for his approval, and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Statements of Receipts and Expenditure from close of 1910 to June 30, 1911, on account of the Municipal Fund, comprising the (No. 1) General Revenue and Consolidated Rate (Police and Lighting) and (No. 2) Water rate Accounts.
- (b) Progress Report of Works brought up to the same date.
- (c) Health Officer's Report for June.
- (d) Statement of Cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of June.
- (e) The Reservoir Readings for June.

Resolved—That the several statements, together with the Minutes of Proceedings of this Meeting, as required by section 83 of the Municipal Councils' Ordinance, No. 6 of 1910, and the Health Officer's report be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table :—Reports by the several Inspectors on Laundries, Bakeries, Dairies, Standpipes, and House Service Taps inspected during June.

Correspondence :—

(1) Letter No. 11 of July 19 from the Hon. the Colonial Secretary acknowledging receipt of the Address and casket forwarded for presentation to His Majesty the King on the occasion of the coronation.—Read.

(2) Letters Nos. 487 and 490 of July 4 from the Provincial Engineer, Central Province, *re* the desirability of preventing the Kandy Hotels Company from rebuilding on Council land in Ward street and Trincomalee street.

Proposed by Mr. Beven—That the consideration of this matter be deferred until the production of the leases held by the Hotels Company.

Mr. Wijegoonewardene seconded.—Carried.

(3) Letter of June 13 from Messrs. Miller & Co. *re* Council's claim of 8 links square of land on the site on which their new buildings are being erected.

Resolved—That the land be leased to Messrs. Miller & Co. at Rs. 10 a year as tenants at will.

5. With the permission of the Council Mr. Price was to have moved—That in view of the danger caused by the reckless driving of motor cars through crowded streets in Kandy a speed limit be enforced within the town.

In the absence of the mover it was resolved that the attention of the Police be drawn to the regulation published in *Gazette* of February 12, 1909, restricting the speed limit to 12 miles an hour, and that a copy be sent to the Secretary, Ceylon Automobile Club.

6. Report of the Colonial Auditor on the accounts of the Kandy Municipality for the year 1910.

Resolved—That the expenditure in excess of votes be sanctioned.

7. Recommendations of Standing Committees :—

Law and General.

(1) That Mr. C. Vanderwall, the Council's Proctor, be paid Rs. 388 for his professional services for 1910.

(2) That Trinity College be allowed the use of Bogambara grounds for football once a week on payment each time of a fee of Rs. 2.

(3) That the sheep slaughter-house keeper be paid a monthly allowance of Rs. 5 in terms of section 21 of the Pension Minutes.

(4) That the Inspector of Vaccination be paid a rickshaw allowance of Rs. 25 from May 1, 1911.

Resolved—That the recommendations (1) to (3) be adopted, but that in the case of (4) the allowance be sanctioned for only May.

Confirmed this 19th day of August, 1911.

C. S. VAUGHAN,
Chairman.

A.—Statement of Receipts and Disbursements to June 30, 1911.

No. 1.—GENERAL REVENUE AND ASSESSMENT TAX ACCOUNT.

REVENUE.	Estimated Revenue.		Receipts.	
	Rs.	c.	Rs.	c.
Cemetery account—fees and graves ..	1,000	0	542	0
Commutation rate ..	13,500	0	13,436	0
Interest ..	1,500	0	1,511	26
Judicial account—fines ..	3,300	0	1,208	37
Lake silt—Government contribution ..	3,000	0	1,500	0
Licenses ..	15,255	0	9,828	44
Miscellaneous receipts ..	550	0	335	99
Public market—rents ..	19,300	0	10,376	51
Rents ..	2,085	0	1,067	50
Registration of dogs ..	500	0	320	86
Stamp duties ..	14,325	0	16	0
Scavenging—bucket fees ..	14,850	0	8,218	50
Slaughter-houses—fees ..	7,200	0	3,643	88
Taxes on vehicles and animals ..	3,815	0	3,278	0
Tolls ..	2,684	0	2,321	80
Public works—Government contribution, &c. ..	1,900	0	989	50

58,594 61

Assessment Tax Account.

Arrears ..	9,000	0	8,938	44
Assessment tax, 1911 ..	32,500	0	11,131	52
Sundry receipts ..	—	—	213	67

20,283 60

No. 2.—WATER-RATE ACCOUNT.

Arrears ..	7,500	0	6,554	83
Water-rate, 1911 ..	30,000	0	10,047	91
Fairland and Roseneath ..	1,750	0	812	50
Water Service Account ..	4,300	0	4,689	63
Sundry receipts ..	3,600	0	2,860	36

24,965 23

Total Revenue ... 193,414 0 103,843 44

Advance Account.		
Petty cash ..	Rs. 4,655.30	
Stores ..	6,407.34	
Sundry debtors ..	1,046.68	
Suspense ..	—	12,109 32

Deposit Account.		
Securities ..	Rs. 451.75	
Miscellaneous ..	509.70	961 45

Total Receipts .. 116,914 21
Cash Balance on Jan. 1, 1911... 124,153 76

Grand Total ... 241,067 97

EXPENDITURE.	Estimated Expenditure.		Disbursements.	
	Rs.	c.	Rs.	c.
Cemetery account—wages, &c. ...	1,010	0	500	52
Commutation rate—establishment and sundries ..	1,500	0	1,062	70
Government loans—repayment ..	1,962	45	981	23
House of shelter—wages, &c. ..	222	87	67	5
Interest to Government ..	1,144	62	572	31
Judicial account—establishment, printing, &c. ..	1,368	0	665	9
Lake silt—clearing of ..	3,000	0	2,066	58
Legal expenses ..	300	0	211	58
Licenses—printing and advertising ..	100	0	40	36
Miscellaneous charges ..	7,760	0	7,301	53
Office charges—establishment and sundries ..	9,749	33	4,325	32
Pensions ..	1340	0	670	0
Public market—establishment, lighting, &c. ..	4,786	0	2,286	78
Rents—expenses on account cattle shed and Town Hall ..	1,075	0	807	81
Registration of dogs—seizing and feeding ..	2,000	0	663	51
Stamp duties—commission, &c. ..	750	0	0	40
Sanitation—establishment and sundries ..	7,446	67	6,826	27
Scavenging ..	38,794	32	17,123	83
Slaughter-houses—establishment, grass, &c. ..	2,514	0	1,165	30
Taxes—expenses on account vehicles and animals ..	225	0	136	50
Time charges—wages, powder, &c. ..	200	0	90	0
Tolls charges—repairs of boats and approaches ..	1,291	40	341	84
Public works ..	37,304	25	30,976	8
Sundry disbursements ..	—	—	—	—

78,882 59

Assessment Tax Account.

Assessment tax charges ..	1,865	0	786	77
Maintenance of police ..	14,500	0	—	—
Street lighting ..	25,000	0	15,122	94
Street names and house numbers ..	200	0	6	62
Sundry disbursements ..	—	—	345	86

16,262 19

No. 2.—WATER-RATE ACCOUNT.

Water-rate charges ..	10,137	99	4,840	22
Interest and sinking funds ..	18,154	43	9,077	21
Waterworks maintenance ..	4,826	0	2,179	83
Water Service Account ..	2,700	0	1,305	62
Sundry disbursements ..	—	—	171	17
Extension of Waterworks ..	—	—	867	11
Legal expenses ..	—	—	712	50

19,153 66

Total Expenditure .. 203,227 33 114,298 44

Advance Account.		
Petty cash ..	Rs. 5,100.00	
Stores ..	5,372.10	
Sundry debtors ..	924.02	
Suspense ..	—	11,396 12

Deposit Account.		
Securities ..	Rs. 1,807.72	
Miscellaneous ..	340.42	2,148 14

Total Disbursements .. 127,842 70
Cash Balance on June 30, 1911 .. 113,225 27

Grand Total .. 241,067 97

Kandy, August 10, 1911.

VIVIAN PEREIRA, A.N.F.A. (LOND.),
Accountant.

Statement of Loans and Sinking Funds, to June 30, 1911.

Object.	Authority.	Original Amount.		Paid off.		Balance outstanding.		Accumulated Sinking Funds.	
		Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Lake silt and Victoria drive...	Ordinance No. 7 of 1887..	40,000	0	22,000	0a	18,000	0c	8,504	16
2. Drainage scheme ..	Do. ..	16,300	0	1,596	41a	14,703	59c	2,517	16
3. Acquisition of lands ..	Do. ..	103,000	0	12,300	61a	90,699	39c	15,943	4
4. Waterworks construction ..	Ordinance No. 18 of 1884...	250,000	0	121,262	32b	128,737	68	—	—
Totals ..		409,300	0	157,159	34	252,140	66	26,964	36

a As at December 31, 1905.

b There is no sinking fund in this case. The loan is being repaid by means of an annuity.

c These sums are not correct. They represent only the actual contribution to the sinking funds since January 1, 1906. The interest earned by the sinking fund is no doubt added to the sinking fund half-yearly, but the Colonial Treasurer does not inform the Municipality of the amount.

August 21, 1911.

VIVIAN PEREIRA, A. N. F. A. (LOND.),
Accountant.

Progress Report of Works done brought up to June 30, 1911.

Estimate No.	Heads of Expenditure.	Amount voted for the Year.		Expenditure.		Total.	Unexpended Balance.				
		Rs.	c.	During June, 1911.	Up to May 31, 1911.						
1	Upkeep of pavements ..	2,728	70	113	1a	1,252	58	1,365	59	1,363	11
2	Town streets ..	8,300	0	1,736	0b	4,026	71	5,762	71	2,537	29
3	Alutgantota and Lady Anderson's roads ..	1,000	0	—	—	490	11	490	11	509	89
4	Udawattekele roads ..	2,200	0	100	38c	700	95	801	33	1,398	67
5	Halloluwa, Bahirawakanda, Hospital, and Huduhumpola roads ..	1,900	0	3	75d	521	43	525	18	1,374	82
6	Municipal buildings ..	2,160	0	183	57e	454	47	637	4	1,522	96
7	Watering streets ..	1,000	0	21	30f	841	43	862	73	137	27
8	Market buildings ..	1,800	0	307	70g	990	55	1,298	25	501	75
9	Ornamental trees ..	496	0	30	71h	176	6	206	77	289	23
10	Tools ..	600	0	101	84i	293	29	395	13	204	87
11	Bathing and dhobies' tanks ..	155	0	0	27j	17	25	17	52	137	48
12	Recreation ground and esplanade ..	1,000	0	31	44k	134	41	165	85	834	15
13	Sundry minor works ..	—	—	—	—	—	—	—	—	—	—
14	Repairs to cemetery-keeper's house ..	50	0	—	—	—	—	—	—	50	0
15	Wace park ..	435	0	21	17l	62	84	84	1	350	99
16	Recreation ground improvements ..	—	—	—	—	—	—	—	—	—	—
17	Repairs to carriage and ricksha stands ..	100	0	—	—	72	57	72	57	27	43
18	Building barrel drains ..	—	—	—	—	—	—	—	—	—	—
19	Public seats, maintenance ..	175	0	6	87m	144	69	151	56	23	44
20	Clearing silt from Meda-ela ..	200	0	1	5n	20	12	21	17	178	83
23	Lady Blake's drive ..	570	0	23	21o	125	25	148	46	421	54
A	Clearing vegetation ..	300	0	69	49p	—	—	69	49	230	51
B	Clearing silt from side drains ..	500	0	50	50q	—	—	50	50	449	50
C	Opening and covering in pits ..	2,880	0	271	13r	864	67	1,135	80	1,744	20
D	Ferry approaches ..	121	40	—	—	—	—	—	—	121	40
E & F	Ferry boats ..	1,170	0	18	43s	223	48	241	91	928	9
G	House of shelter ..	222	87	12	40t	54	65	67	5	155	82
H	Waterworks maintenance ..	5,274	90	538	60	1,641	23	2,179	83	3,095	7
I	Maintenance of two fountains ..	80	0	20	37	—	—	20	37	59	63
	Scavenging streets ..	16,577	32	1,422	43	4,836	75	6,259	18	10,318	14
	Lake silt ..	3,203	71	762	94	1,293	64	2,056	58	1,147	13
	House service ..	1,600	0	101	97	462	68	564	65	1,035	35
EXTRAORDINARY.											
13	Sundry minor works ..	400	0	4	87	76	87	81	74	318	26
16	Building drain opposite jail ..	920	0	108	44	405	76	514	20	405	80
18	Cattle shed, Railway approach road ..	313	75	—	—	355	17	355	17	—	—
21	Constructing a set of cooly lines ..	3,129	50	619	50	—	—	619	50	2,510	0
22	Extension of vegetable market ..	2,700	0	—	—	2,563	12	2,563	12	136	88
24	Sinking a well at Katugastota ..	550	0	—	—	—	—	—	—	550	0
25	Cement concrete side drain, Lake road ..	630	0	—	—	599	90	599	90	30	10
26	Building a cement concrete, lead-away drain ..	235	95	—	—	263	60	263	60	—	—
27	Extending the paving of the bed of Meda-ela ..	597	0	117	2	467	66	584	68	12	32
28	Barb wire fence round school and exposing sheds ..	269	45	—	—	—	—	—	—	269	45
29	Building a cement concrete leadaway drain (Victoria drive) ..	766	0	629	62	—	—	629	62	137	38
2/10	Laying Gregsonite, Victoria drive ..	2,108	27	49	24	1,949	30	1,998	54	109	73
18/10	Building barrel drains ..	2,156	47	205	73	1,293	88	1,499	61	656	86
29/10	Drainage ..	6,635	90	231	15	6,077	46	6,308	61	327	9
	Waterworks Extension ..	2,397	7	18	0	828	36	846	36	1,550	71

- (a) 1,000 yards barrel drain cleared of silt Rs. 64·39, made manhole covers Rs. 23·86, cleared gratings Rs. 12·58, repaired pavements Rs. 11·37, contingencies 81 cents = Rs. 113·01.
- (b) 54 cubes metal broken 556·98, 56 cubes metal transported Rs. 70, metal spread Rs. 56·95, 34 carts gravel transported and spread Rs. 31·21, repaired tools Rs. 24·54, $\frac{1}{2}$ miles sides reduced Rs. 142·30, cost of asphalt, tar, pitch, &c., Rs. 703·96, weeded lake bund Rs. 6·50, 89 cubes metal piled Rs. 18·90, cleaned and fitted steam roller Rs. 14·70, consolidated loose metal, Victoria drive, Rs. 53·71, cut firewood for steam roller Rs. 46·74, contingencies Rs. 9·51 = Rs. 1,736.
- (c) 5 cubes gravel excavated and transported Rs. 10·78, repaired lines Rs. 12, 35 cubes gravel spread Rs. 20·98, built culvert, Lady McCarthy's road, Rs. 10·15, store cooly Rs. 11·47, pay of Forest Overseer Rs. 35 = Rs. 100·38.
- (d) Side drains cleared Rs. 3·75.
- (e) Repaired public latrines Rs. 87·94, repaired Town Hall Rs. 18·32, tarred cattle shed and exposing shed Rs. 25·90, colorwashed Town Hall Rs. 10·42 = Rs. 182·57.
- (f) Repaired water carts Rs. 21·30.
- (g) Repaired market stalls Rs. 2·66, painted market Rs. 90·49, repaired drain and fixed grating Rs. 26·80, repaired 25 lineal feet of down pipe Rs. 6·20, hire of bullocks, watering streets, Rs. 181·55 = Rs. 307·70.
- (h) Watered trees, pruned hedges Rs. 30·71.
- (i) Cost of tools Rs. 101·84.
- (j) Cleared strainer in lake 27 cents.
- (k) Mowed grass Rs. 31·44.
- (l) Weeded grounds and paths Rs. 12·83, cost of material Rs. 8·34 = Rs. 21·17.
- (m) Painted seats Rs. 6·87.
- (n) Cleared silt from Meda-ela Re. 1·05.
- (o) Painted guard rails Rs. 23·21.
- (p) Cleared silt and vegetation, Meda-ela, Rs. 69·49.
- (q) Cleared silt from side drains, town streets, Rs. 50·50.
- (r) Opened and covered pits Rs. 198·93, cleared jungle and side drains, approach roads, Rs. 3·53, mixed manure Rs. 4·89, 10 cubes metal broken Rs. 60·78, repaired lines Rs. 3 = Rs. 271·13.
- (s) Repaired ferry boat Rs. 18·43.
- (t) Wages of watcher Rs. 12·40.

G. F. BUULTJENS,
Superintendent of Municipal Works.

Health Officer's Report for June, 1911.

Scavenging.—The scavenging of the town was carried out satisfactorily during the month.

Water Supply.—Good.

Drainage.—The drains were clean and well flushed by the rains which fell during the month.

Alleys.—These were kept in a sanitary state as possible.

Bakeries.—Fairly well kept. Three cases were instituted against the owners of registered bakeries Nos. 2, 3, 4 for breach of clause 3, section 302, of the by-laws.

Laundries.—Fairly well kept.

Eating-houses.—Fairly well kept.

Public market.—Clean and well kept.

Night-soil depôt.—Well kept.

Public latrines.—Fairly well kept.

Food Supply.—Good. 468 cattle, 136 buffaloes, 45 sheep, and 271 goats were passed during the month; 8 head of cattle, 2 buffaloes, 3 sheep, and 8 goats were rejected.

3 livers and 5 lungs of cattle, 9 livers and 2 lungs of buffaloes, 2 livers and 2 lungs of sheep, 9 livers and 55 lungs of goats were condemned and buried.

Public Health.—The health of the town during the month was good. 13 cases of chickenpox and 9 cases of smallpox were reported. Of the 9 cases of smallpox, 3 cases were reported by the Medical Officer, Infectious Diseases Hospital, and 6 were sent by me from the Observation Camp and from Deyennawela. All necessary precautions are being taken to prevent a further spread of the disease. The total number of contacts in the observation camp is 13.

Prosecutions, Smallpox.—Two prosecutions were entered during the month. Of the prosecutions entered during May, 5 were heard, 2 were fined Rs. 15 each, and the others Rs. 10, Rs. 25, and Rs. 75 each.

Chickenpox.—One prosecution was entered during the month.

Vaccination.—The total number vaccinated during May and June is 11,993 (May 8,563, June 3,430).

V. T. CARRUTHERS, M.B., Ch.B., F.R.C.S.E.,
Acting Medical Officer of Health.

LOCAL BOARD NOTICES.

NOTICE is hereby given that the rents and profits, timber and produce, the materials of houses, and the under-mentioned properties themselves, seized for arrears of Police, Local Board, and Water rate, Badulla, for the second quarter, 1911, will be sold by public auction at the Badulla Kachcheri, on September 4, 1911, at 1.30 P.M., unless in the meantime the taxes are paid.

Badulla Kachcheri,
August 23, 1911.

H. W. MILLIGAN,
for Government Agent.

No.	Name of Owner.	Property seized.	Amount. Rs. c.
101	.. Heirs of Amina Umma	.. One mango tree standing on the property ..	0 75
181	.. A. Punchirala One coconut tree standing on the property ..	0 50
406	.. C. Taldena Ginigrasskotuwa ..	0 50
669	.. Shekali Borlugastenna ..	0 75
1094	.. D. Ukku Menika Timber of the house ..	0 50
1174	.. C. S. Ibrahim and others	.. Godewatta ..	0 50
1508, 1511, & 1512	*Estate of Rambukpota Ratemahatmaya	Mahamuttettuwa, No. 1,508	2 54
1538 & 1533	.. Estate of O. D. Perera	.. Edandearawa, No. 1,538 ..	1 6

THE under-mentioned goods having been left in the Ceylon Wharfage Company's Warehouses beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared or bonded they will be sold by public auction on Tuesday, September 19, 1911, at 1 P.M. :—

Date of Landing.	Entry No. and Date.	Vessel.	From.	Marks and Numbers.	Description of Goods.
No. 1 BONDED WAREHOUSE.					
1910.	1910.				
July 2 ..	1,541 of Aug. 16 ..	ss. Sealda	.. Calcutta	.. D M C # 401 over a diamond	.. 1 case
Nov. 18 ..	1,213 of Dec. 10 ..	ss. Matiana	.. London	.. Silmens in a diamond # 4309 outside	.. 1 case
WAREHOUSE No. 1.					
1911.					
Feb. 1 ..	—	.. ss. Palitana	.. Tuticorin	.. S V	.. 1 bag punac
WAREHOUSE No. 4.					
1910.					
Nov. 3 ..	—	.. ss. Clan MacLean	.. Liverpool	.. Nil	.. 1 bundle steel
PARCELS WAREHOUSE.					
1910.					
Aug. 23 ..	—	.. ss. Derbyshire	.. Liverpool	.. K in a diamond, and Madras outside	.. 1 bundle buckets
Nov. 2 ..	—	.. ss. Herefordshire	.. do.	.. W. S. Armstrong, passenger ss. Cheshire	.. 1 parcel.
1911.					
Jan. 13 ..	—	.. ss. Mombassa	.. London	.. M T F in a diamond	.. 1 drum (empty)
Jan. 23 ..	—	.. ss. Okhla	.. Batavia	.. Mercantile Bank	.. 1 parcel
Jan. 23 ..	—	.. do.	.. do.	.. Chartered Bank	.. 1 parcel
Jan. 23 ..	—	.. do.	.. do.	.. National Bank	.. 1 parcel
Jan. 23 ..	—	.. do.	.. do.	.. Agents, A. S. N. Coy.	.. 1 parcel
Jan. 27 ..	—	.. ss. Lalpoora	.. Calcutta	.. W C M or nil	.. 6 tins jam
Mar. 3 ..	—	.. ss. Devanha	.. Bombay	.. B. C. Read	.. 1 deck chair
Mar. 3 ..	—	.. do.	.. do.	.. Sanderson	.. 1 deck chair
Mar. 6 ..	—	.. ss. Gloucestershire	.. Liverpool	.. W C M on C or nil	.. 2 bottles Vermouth
Mar. 11 ..	—	.. ss. Matiana	.. London	.. Nil	.. 1 bag
Mar. 25 ..	—	.. ss. Canara	.. do.	.. W W upon L in a polygon	.. 1 drum empty
1910.					
No. 5 WAREHOUSE.					
July 15 ..	—	.. ss. Jelunga	.. London	.. B & L	.. 1 case vanesta shooks
July 15 ..	—	.. do.	.. do.	.. E P & E C	.. 1 case vanesta shooks
July 15 ..	—	.. do.	.. do.	.. P	.. 1 case tea lead
July 6 ..	—	.. ss. Malwa	.. Australia	.. H D or nil	.. 1 bale chaff
Oct. 9 ..	—	.. ss. Berbera	.. London	.. W in a diamond	.. 1 case fittings
Dec. 9 ..	—	.. ss. Sardinia	.. do.	.. O O or nil	.. 1 barrel cement
Dec. 17 ..	—	.. ss. Gulestan	.. do.	.. C C C	.. 1 barrel empty
Dec. 17 ..	—	.. do.	.. do.	.. Nil	.. 5 bars iron
Dec. 17 ..	—	.. do.	.. do.	.. Nil	.. 1 bundle iron
Dec. 17 ..	—	.. do.	.. do.	.. Nil	.. 3 barrels cement, contents in a case
1911.					
Jan. 13 ..	—	.. ss. Mombassa	.. London	.. Nil	.. 21 buckets
Jan. 31 ..	—	.. ss. Berbera	.. do.	.. A N	.. 18 bags corriander seed
Feb. 6 ..	—	.. ss. Herefordshire	.. Liverpool	.. Nil	.. 1 bundle hoop iron
WAREHOUSE No. 6.					
Mar. 30 ..	—	.. ss. Meshima Maru	.. London	.. Nil	.. 1 horse box
1910.					
WAREHOUSE No. 7.					
Oct. 10 ..	—	.. ss. Worcestershire	.. Rangoon	.. Nil	.. 1 crow bar
Oct. 10 ..	—	.. do.	.. do.	.. O. A. E. Galle	.. 6 bags rice
Oct. 29 ..	—	.. ss. Itola	.. Calcutta	.. 25 in a diamond	.. 1 package iron
Nov. 17 ..	—	.. ss. Palitana	.. Tuticorin	.. P B D T	.. 1 case fish
Dec. 6 ..	—	.. ss. Nurani	.. Calcutta	.. Various	.. 3 bags manure
1911.					
Jan. 21 ..	—	.. ss. Somali	.. China	.. Nil	.. 2 bundles tea shooks
Feb. 2 ..	—	.. ss. Pentakota	.. Trincomalee	.. Nil	.. 1 bag grain
Mar. 27 ..	—	.. ss. Gloucestershire	.. Rangoon	.. Nil	.. 1 bag rice
WAREHOUSE No. 9.					
Jan. 18 ..	—	.. ss. Landaura	.. Calcutta	.. S V	.. 2 bags sugar
Jan. 16 ..	—	.. ss. Gulistan	.. London	.. Nil	.. 1 barrel cement
Jan. 31 ..	—	.. ss. Warwickshire	.. Rangoon	.. Nil	.. 2 coils hoop iron
Mar. 12 ..	—	.. ss. Colombo Maru	.. China	.. T on 19/10 in a triangle	.. 2 bundles tea shooks
Mar. 12 ..	—	.. do.	.. do.	.. Nil	.. 1 bundle tea shooks
Mar. 30 ..	—	.. ss. Landaura	.. Calcutta	.. C L & Co.	.. 6 bundle hoop iron
Mar. 30 ..	—	.. do.	.. do.	.. B	.. 1 bag cholam
Mar. 30 ..	—	.. do.	.. do.	.. W P R	.. 1 bag manure

Date of Landing.	Entry No. and Date.	Vessel.	From.	Marks and Numbers.	Description of Goods.
1911.					
WAREHOUSE No. 10.					
Jan. 2	—	ss. Vadala	.. Calcutta	.. K A	.. 1 bag fish manure
Jan. 21	—	.. ss. Umfuli	.. do.	.. Nil	.. 5 bags R. C. manure
Feb. 9	—	.. ss. Tactician	.. do.	.. J H	.. 1 bag rice
Feb. 28	—	.. ss. Palitana	.. Tuticorin	.. Nil	.. 1 bundle fish
Mar. 31	—	.. ss. Nairung	.. Calcutta	.. M in a diamond	.. 4 bags rice
Mar. 31	—	.. do.	.. do.	.. H K M	.. 1 bag rice
TRANSHIPMENT WAREHOUSE No. 1.					
Feb. 27	—	.. ss. Okhla	.. Bombay	.. Nil	.. 7 bags sugar sweepings
Feb. 27	—	.. do.	.. Yard	.. Nil	.. 1 lot broken earthenware pipes

H. M. Customs,
Colombo, August 28, 1911.

A. R. SLATER,
for Principal Collector.

ROAD COMMITTEE NOTICES.

Kellie-Pen-y-lan Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee for the above road will be held at Pen-y-lan Pavilion on Monday, September 11, 1911, at 9 A.M.

Business.

1. To frame an estimate for the maintenance of the road for the year commencing from July 1, 1911.
2. Election of members on the Committee.
3. To consider and report to the Provincial Road Committee with regard to—

- (1) The moiety that is to be paid by each estate using the road;
- (2) The names of proprietors, resident managers, and superintendents of the estates.

E. W. MORRIS,
Chairman, Local Committee.

Dolosbage, August 25, 1911.

Lantern Hill-Somerset Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for the maintenance of the Lantern Hill-Somerset road for 1911-1912, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate interested in the said road, as follows:—

Government moiety .. Rs. 1,300
Private contribution .. Rs. 1,300

1st and 2nd sections, 1 mile.

Total acreage, 1,704½—Moiety of cost, Rs. 325—
Sectional rate, 1906c.—Total rate, 1906c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
E. L. F. de Soysa (J. D. Mendis)	.. Lantern Hill	.. 357	.. 68	8
W. S. Blacket (R. A. Fraser)	.. Jak Tree Hill	.. 296	.. 56	45
Do.	.. Gertivale	.. 51	.. 9	64

1st to 6th section, 3 miles.

Total acreage, 1,000½—Moiety of cost, Rs. 650—
Sectional rate, 6496c.—Total rate, 8402c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
A. J. Stephens (W. P. Hodgson)	.. Cooroondoowatta	.. 459	.. 385	74
Do.	.. Hapugahawatta	.. 120	.. 100	86

1st to 8th section, 4 miles.

Total acreage, 421½—Moiety of cost, Rs. 325—
Sectional rate, 7710c.—Total rate, Re. 1 6112c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
G. C. S. Hodgson (F. R. Bisset)	.. Somerset	.. 421½	.. 679	23

1,300 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee (Mr. J. D. Mendis, Lantern Hill estate, Gampola) on or before September 14, 1911.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, August 24, 1911. Chairman.

Wallaha Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for improving blind corners on the above road, the Provincial Road Committee, acting under the provisions of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate interested in the said road, as follows:—

Government moiety .. Rs. 162 50
Private contribution .. Rs. 166 56

Total acreage interested, 4,178—Rate per acre, 0398c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The Dimbula Valley Company (J. Graeme Sinclair)	.. Tillicoultry	.. 401	.. 15	98
The Ceylon Tea Plantations Company, Ltd. (C. Shelley)	.. Wallaha	.. 290	.. 11	55
A. V. & J. H. Renton	.. Talankanda	.. 268	.. 10	68
The Misses Temple (A. T. Sydney Smith)	.. Diyanilakele	.. 267	.. 10	64
The Dimbula Valley Tea Co., Ltd. (J. Graeme Sinclair)	.. Mousaella	.. 550	.. 21	92
H. F. W. Farquharson and F. J. Farquharson (J. F. Tull)	.. Eildon Hall	.. 413	.. 16	46
Bambrakelle Estate Tea Co., Ltd.	.. Bambrakele	.. 497	.. 19	82
Do.	.. Dell, lot 110,286	.. 100	.. 3	99
T. Fairhurst & W. C. Oswald	.. Oddington	.. 100	.. 3	99
Mrs. Wiggin & Sons	.. Melton	.. 207	.. 8	26
T. Fairhurst (W. C. Oswald)	.. Fernham	.. 273	.. 10	89
Scottish Trust & Loan Co., Ltd.	.. Rahanwatta	.. 308	.. 12	28
H. R. Wiggin	.. Queenwood	.. 228	.. 9	9
H. F. W. & F. J. Farquharson (W. H. Bidulph)	.. Agra	.. 276	.. 11	1

166 56

Which sums the proprietors, managers, or agents of the above estates are hereby required to pay into the Colonial Treasury, Colombo, on or before September 7, 1911.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, August 24, 1911. Chairman.

Kandenewera-Wariapola Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate interested in the above-mentioned road, as follows, to make up the amount (Rs. 2,170) of the estimate for the maintenance of the road for twelve months from July 1, 1911, to June 30, 1912 :—

1st and 2nd sections, 1 mile 66 chains.

Total acreage 2,740—Cost of sections, Rs. 400—
Rate per acre 1459c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Wariapola Estates Co., Ltd. (J. S. M. Arnold)	Wariapola	960	140 15
Wariapola Estates Co., Ltd. (E. F. Lenox Conyngham)	Kandenewera	1,000	146 0
P. Colquhoun Adams	Wattegodde	344	50 21
Ceylon Land and Pro- duce Co., Ltd. (R. Anderson)	Strathisla	436	63 64
		2,740	400 0

3rd section, 46 chains.

Total acreage, 1,780—Cost of section, Rs. 150—
Rate per acre 842c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Wariapola Estates Co., Ltd. (E. F. Lenox Conyngham)	Kandenewera	1,000	84 27
P. Colquhoun Adams	Wattegodde	344	28 99
Ceylon Land and Pro- duce Co., Ltd. (R. Anderson)	Strathisla	436	36 74
		1,780	150 0

4th and 5th sections, 2 miles.

Total acreage, 2,346—Cost of sections, Rs. 1,600.
Rate per acre 6820c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Wariapola Estates Co., Ltd. (E. F. Lenox Conyngham)	Kandenewera	1,000	682 1
P. Colquhoun Adams	Wattegodde	344	234 61
Ceylon Land and Pro- duce Co., Ltd. (R. Anderson)	Strathisla	436	297 36
Bandarapola Ceylon Co., Ltd. (Jas. An- derson)	Karagahalanda	106	72 29
Do.	Godapola	460	313 73
		2,346	1,600 0

6th section, 28 chains.

Total acreage, 1,450—Cost of section, Rs. 20.
Rate per acre 137c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Wariapola Estates Co., Ltd. (E. F. Lenox Conyngham)	Kandenewera	1,000	13 80
P. Colquhoun Adams	Wattegodde	344	4 74
Bandarapola Ceylon Co., Ltd. (Jas. An- derson)	Karagahalanda	106	1 46
		1,450	20 0

ABSTRACT.

	Rs.	c.
Wariapola estate	140	15
Kandenewera estate	926	8
Wattegodde estate	318	55
Strathisla estate	397	74
Karagahalanda estate	73	75
Godapola estate	313	73
	2,170	0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Jas. Anderson, Esq. (Bandarapola estate, Matale), Chairman of the Local Committee, on or before September 7, 1911.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, August 24, 1911. Chairman.

Railway Gorge Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for widening the Railway Gorge road opposite Maria kaddies, and for improving the blind corners, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the following estates at the rate of 0406c. per acre to make up the private contributions :—

Widening road.

Government moiety	Rs. 62.50
Private contributions	Rs. 64.06

(Work having been done by the estates for Rs. 48, balance, Rs. 16.06 is only due.)

Improving Blind Corners.

Government moiety	Rs. 147.50
Private contributions	Rs. 151.19

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Geo. Beck (J. E. Baillie Hamilton)	Henford and St. Regulas)	570	23 17
F. A. & W. N. Fairlie (A. C. Unwin)	Kowlahena	391	15 89
The Alliance Tea Co. of Ceylon Ltd. (Whittall & Co.) (E. E. Megget)	Gleneagles	222	9 2
Suntravale Estates Co., Ltd. (A. M. Cooper)	Maria	297	12 7
The Dimbula Valley Tea Co., Ltd. (P. Healing)	Lippakele	206	8 38
The Ceylon Estates In- vestment Association, Ltd. (G. H. Hughes)	Macduff	221	8 99
Ceylon Tea Plantations Company, Limited (H. E. Walker)	Tangakelley	910	37 0
The Vellekellie Tea Co. (G. H. Hughes)	Ouvahkellie	593	24 11
The Dimbula Valley Tea Company (P. Healing)	Elgin	291	11 83
Do.	Kellyhill	158	6 43
Heris of J. M. Smith (Graham W. Smith)	Caledonia	255	10 36
			167 25

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before September 14, 1911.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, August 24, 1911. Chairman.

Road from Koslanda to Poonagala Factory.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant a moiety of the cost of the maintenance of

the under-mentioned road from July, 1911, to June 30, 1912, the Provincial Road Committee of Uva, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the maintenance of the said road as follows:—

ROAD FROM KOSLANDA TO POONAGALA FACTORY.

Government moiety ..	Rs. 650
Total private contributions ..	Rs. 663

1st and 2nd sections, first and second $\frac{1}{2}$ mile.

Private contributions ..	Rs. 241·08
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Total acreage, 3,236—Rate per acre, 7·4499c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
J. M. Robertson & Co. ..	Arnhall ..	226 ..	16 84
Do. ..	Ampitikanda ..	291 ..	21 68
G. A. Coombe, Macal- deniya Tea and Rubber Co. ..	Makaldeniya ..	703 ..	52 37
Poonagala Valley Ceylon Co., Ltd., per R. G. Coombe, Manager ..	Poonagala Group ..	2,016 ..	150 19
		3,236	241 8

3rd and 4th sections, third and fourth $\frac{1}{2}$ mile.

Private contributions ..	Rs. 241·08
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Total acreage, 3,236—Rate per acre, 7·4499c.

J. M. Robertson & Co. ..	Arnhall ..	226 ..	16 84
Do. ..	Ampitikanda ..	291 ..	21 68
G. A. Coombe, Macal- deniya Tea and Rubber Co. ..	Makaldeniya ..	703 ..	52 37

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
Poonagala Valley Ceylon Co., Ltd., per R. G. Coombe ..	Poonagala Group ..	2,016 ..	150 19
		3,236	241 8

5th and 6th sections, $\frac{1}{2}$ mile.

Private contributions ..	Rs. 180·84
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Total acreage, 2,719—Rate per acre 6·6509c.

G. A. Coombe, Makal- deniya Tea and Rubber Co. ..	Makaldeniya ..	703 ..	46 76
Poonagala Valley Ceylon Co., Ltd., per R. G. Coombe ..	Poonagala Group ..	2,016 ..	134 8
		2,719	180 84

ABSTRACT.

	Rs. c.
Arnhall ..	33 68
Ampitikanda ..	43 36
Makaldeniya ..	151 50
Poonagala Group ..	434 46
	663 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Chairman, Provincial Road Committee, on or before September 23, 1911.

Provincial Road Committee,
Badulla, August 23, 1911.
H. W. MILLIGAN,
for Chairman.

Bandarawela-Liyangahawella Road (Extension).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the construction of the under-mentioned road, and the Governor having allowed the estates' contribution to be paid in five yearly instalments, the Provincial Road Committee, Uva, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportions due by each estate in the district interested in the construction of the said road as follows:—

BANDARAWELLA-LIYANGAHAWELLA ROAD (EXTENSION).

Total cost of construction ..	Rs. 130,700
Government moiety ..	Rs. 65,350
Total private contributions ..	Rs. 67,964

Assessment of Estates.

Section 1 to 4.

Private contributions ..	Rs. 26,759·88
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Total acreage, 2,473—Rate per acre, Rs. 10·82·0816.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
J. A. Bell & Co. ..	Broughton ..	375 ..	4,057 81
Lanka Plantation Co., Ltd. ..	Ampitikanda and Arnhall ..	521 ..	5,637 64
Gibson Estate Co., Ltd. ..	Mahakanda and Malvern ..	438 $\frac{1}{2}$..	4,744 93
Poonagala Valley Ceylon Company, Limited ..	Poonagala Group ..	1,138 $\frac{1}{2}$..	12,319 50
		2,473	26,759 88

Section 5 to 8.

Private contribution ..	Rs. 26,759·88
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Total acreage, 2,098—Rate per acre, Rs. 12·75·4947.

Lanka Plantation Co., Ltd. ..	Ampitikanda and Arnhall ..	521 ..	6,645 33
Gibson Estates Co., Ltd. ..	Mahakanda and Malvern ..	438 $\frac{1}{2}$..	5,593 4
Poonagala Valley Ceylon Co., Ltd. ..	Poonagala Group ..	1,138 $\frac{1}{2}$..	14,521 51
		2,098	26,759 88

Sections 9 to 10 and 11th section of 420 feet.

Private contributions ..	Rs. 14,444·24
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Total acreage, 1,577—Rate per acre, Rs. 9·15·9315.

Gibson Estate Co., Ltd. ..	Mahakanda and Malvern ..	438 $\frac{1}{2}$..	4,016 35
Poonagala Valley Ceylon Co., Ltd. ..	Poonagala Group ..	1,138 $\frac{1}{2}$..	10,427 89
		1,577	14,444 24

Abstract.

	Rs. c.
Broughton ..	4,057 81
Ampitikanda and Arnhall ..	12,282 97
Mahakanda and Malvern ..	14,354 32
Poonagala Group ..	37,268 90

	67,964 0
One-fifth instalment ..	13,592 80

Estates.	Acreage.	Amount less transport.		Transport.		Amount.
		Rs.	c.	Rs.	c.	
Broughton ..	375	779	10	32	46	811 56
Ampitikanda and Arnhall ..	521	2,358	32	98	27	2,456 59
Mahakanda and Malvern ..	438½	2,756	3	114	83	2,870 86
Poonagala Group ..	1,138½	7,155	64	298	15	7,453 79
	2,473	13,049	9	543	71	13,592 80

Second (one-fifth) instalment due, September 23, 1912.

Estates.	Acreage.	Amount less transport.		Transport.		Interest.		Amount.
		Rs.	c.	Rs.	c.	Rs.	c.	
Broughton ..	375	779	10	32	46	124	65	936 21
Ampitikanda and Arnhall ..	521	2,358	32	98	27	377	33	2,833 92
Mahakanda and Malvern ..	438½	2,756	3	114	83	440	96	3,311 82
Poonagala Group ..	1,138½	7,155	64	298	15	1,144	90	8,598 69
	2,473	13,049	9	543	71	2,087	84	15,680 64

Third (one-fifth) instalment due, September 23, 1913.

Broughton ..	375	779	10	32	46	93	49	905 5
Ampitikanda and Arnhall ..	521	2,358	32	98	27	283	0	2,739 59
Mahakanda and Malvern ..	438½	2,756	3	114	83	330	72	3,201 58
Poonagala Group ..	1,138½	7,155	64	298	15	858	67	8,312 46
	2,473	13,049	9	543	71	1,565	88	15,158 68

Fourth (one-fifth) instalment due, September 23, 1914.

Broughton ..	375	779	10	32	46	62	32	873 88
Ampitikanda and Arnhall ..	521	2,358	32	98	27	188	66	2,645 25
Mahakanda and Malvern ..	438½	2,756	3	114	83	220	52	3,091 38
Poonagala Group ..	1,138½	7,155	64	298	15	572	44	8,026 23
	2,473	13,049	9	543	71	1,043	94	14,636 74

Fifth (one-fifth) instalment due, September 23, 1915.

Broughton ..	375	779	10	32	46	31	16	842 72
Ampitikanda and Arnhall ..	521	2,358	32	98	27	94	33	2,250 92
Mahakanda and Malvern ..	438½	2,756	3	114	83	110	24	2,981 10
Poonagala Group ..	1,138½	7,155	64	298	14	286	22	7,740 0
	2,473	13,049	9	543	70	521	95	14,114 74

Interest at 4 per cent. per annum has to be paid on balance outstanding from September 23, 1911. Which sums the proprietors, managers, or agents of the several estates are hereby required to pay in to the Chairman, Provincial Road Committee, Uva, on or before September 23, 1911, and on the same date of each succeeding year.

Provincial Road Committee's Office,
Badulla, August 23, 1911.

H. W. MILLIGAN,
for Chairman.

TRADE MARKS NOTICES.

Application No. 593.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. S. M. Mahomed Mohideen Sahibo & Co. of No. 110, Fourth Cross street, Pettah, in Colombo, who claim to be the proprietors of the following Trade Mark, have applied for the registration of the same in their name in respect of condensed milk in Class 42 in the Classification of Goods in the above-mentioned Regulations:—



THE PAHLWAN BRAND

The essential particulars of the Trade Mark are a device of a strong man carrying a pair of dumb-bells and the word "Pahlwan." The applicants claim the use of the Trade Mark in all colours and in all the different types of printing and in all sizes, and disclaim any right to the exclusive use of the added matter.

Registrar-General's Office,
Colombo, August 30, 1911.

P. ARUNACHALAM,
Registrar-General.

Application No. 595.

Free
IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that C. J. van Houten & Zoon, of Weesp, Holland, Manufacturers, who claim to be the proprietors of the following Trade Mark, have applied for the registration of the same in their name in respect of cocoa, chocolate, and any manufacture of cocoa in Class 42 in the Classification of Goods in the above-mentioned Regulations:—

VAN HOUTEN'S RONA

The essential particular of the Trade Mark is the word Rona preceded by the words Van Houten's.

Registrar-General's Office,
Colombo, August 30, 1911.

P. ARUNACHALAM,
Registrar-General.