

Ceplon Government Gazette

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-General: Minutes, Proclamations, Appointments, and

Part III.—Provincial Administration.
Part IV.—Land Settlement.
Part V.—Mercantile, Marine, Municipal, Local, &c.

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

Separate paging is given to each Part. in order that it may be filed separately.

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UNOFFICIAL ANNOUNCEMENTS.

TEMORANDUM OF ASSOCIATION OF THE HANGRANOYA TEA ESTATES, LIMITED.

- The name of the Company is "THE HANGRANOYA TEA ESTATES, LIMITED."
- The registered office of the Company is to be established in Colombo.
- The objects for which the Company is to be established are-

(a) To acquire and take over as going concerns the Hangranoya estate in the Kotmalie district of Ceylon.

(b) To purchase, lease, take in exchange, hire, or otherwise acquire any other estate or estates, 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 any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea 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 tea, rubber, coconuts, 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 tea and rubber 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.

E 1

(h) To lease any factory or other Ethildings 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 (e) or (g), or for the manufacture and preparation for market of tea, or any other produce

in such or any other factory,

(j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, plumbago, minerals, 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 tea, rubber, coconuts, 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.

(1) 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 tea, rubber, 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, India, Ceylon, or elsewhere stores, shops, and places for the sale of tea, rubber, coffee, cacao, and articles of food, drink, or refreshment, wholesale of 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 purposes of the Company upon the security of cash, credit bonds, 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.

(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.

(8) 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 the 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 o as to benefit this Company either directly or indirectly, and to subscribe for or otherwise sequire 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 or otherwise shares or bonds in, 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 or 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 "person" 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.

The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 20,000 cumulative preference shares of Rs. 10 each, and 30,000 ordinary shares of Rs. 10 each with power to increase or reduce the capital. Such preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of seven and a half per cent. per annum on the capital for the time being paid up thereon and shall rank as regards return of capital in priority to the ordinary shares, but shall not confer the right to any further participation in profits or assets. The shares forming the capital (original, increased, or reduced) of the Company, other than the said preference shares, 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.

6. The profits of the Company of each year, which it shall from time to time be determined to distribute, sha...

(subject to the provisions of clauses 5 and 8 hereof) be applied in the manner and order following:

(1) In payment of a fixed cumulative preferential dividend at the rate of 7½ per cent. per annum on the capital for the time being paid up on the said preference shares.

(2) The balance of the remaining profits shall be divided among the holders of ordinary shares in proportion to the shares held by them.

In a winding up, voluntary or otherwise, the assets available for distribution amongst the members shall be applied-

(1) To the payment off of the capital paid up on the said preference shares with the arrears of dividend thereon whether declared or not up to the commencement of the winding up.

(2) To the payment off of the capital paid up on all the remaining shares and any dividend on the said shares

up to the date of winding up in accordance with the Articles of Association.

(3) To the division among the Shareholders, other than the holders of the cumulative preference shares aforewritten, in proportion to the number of shares held by each of them, of any balance remaining after payment of capital and dividend as provided in sub-sections (1) and (2) hereof.

The rights for the time being attached to the said preference shares may be modified or dealt with in a manner mentioned in clause 50 of the accompanying Articles of Association but not otherwise, and that clause and also clause 157 of the said Articles of Association shall be deemed to be incorporated herein and have effect accordingly.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of 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 o					of Shares taken h Subscriber.
H. J. HANSCOMB, Colombo		• •	••	• • *	One
G. K. Logan, Colombo	• •	•••	••		One
Signed by the above-named H. day of May, 1916, in the pro-		E. 1	R. Williams,		. •
- 46 - 21)		Proctor, Suj	oreme Court,	Colombo.	
E. Masters, Colombo	••	• •	••	• •	One
C. L. Sandes, Colombo	••	• •	• •		One
J. A. HENDERSON (by his attorned	ey H. J. Hanse	сомв), Colombo	• •		One
Signed by the above-named E. M attorney H. J. HANSCOMB), presence of—		the Fourth day	of May, 191		
		Proctor, Supr	Williams, eme Court, C	Colombo.	
W. E. KEELL, Colombo	• •			٠,	One
F. H. YEATS, Colombo	• •	• •	• •	• •	One
Signed by the above-named W. E of May, 1916, in the presence			. Williams,		
		Total numbe	•		even

ARTICLES OF ASSOCIATION OF THE HANGRANOYA TEA ESTATES, 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 and comprised in these Articles or not. None of the funds of the Company shall be employed in the purchase of, or be lent on the shares of the Company.

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 Hangranoya Tea Estates, 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 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 corporated 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 of the 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 original capital of the Company is Five hundred thousand Rupees (Rs 500,000), divided into 20,000

cumulative preference shares of Rs. 10 each, and 30,000 ordinary shares of Rs. 10 each.

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, provided, however, that such new shares shall have no preferential rights over the 20,000 cumulative preference share

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 in like manner, and with like sanction, may reduce the capital of the Company, and may subdivide or consolidate the shares forming the capital of the Company or any of them.

SHARES.

8. The Company 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 accep: 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 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.

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 rights and privileges annexed thereto, as the General Meetin; 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.

provided, however, that such new shares shall have no preferential rights over the 20,000 cumulative preference share

aforewritten.

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 at intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the samshall 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 withou 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 hard in such form as the Company may from time to time direct. Payment for shares shall be made in such manner as the Directors shall from time to time determine and direct.

13. Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to significantly and any partner of the firm or agent duly authorized to significantly author the name of the firm shall be entitled to vote and to give proxies.

14. Shares may be registered in the names of two or more persons not in partnership.

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 the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies and all other advantages conferred on a sole Shareholder.

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 clauses 35 and 36 to become a Shareholder in respect of any share.

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.

Every Shareholder shall be entitled to a certificate under the common seal of the Company, specifying the

shares held by him and the amount paid thereon.

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. cents shall be payable for such new certificate.

The certificate of shares registered in the name of two or more persons not a firm shall be delivered to the 21.

person first named on the register.

CALLS.

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.

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.

No transfer of shares shall be made to an infant or person of unsound mind. The Company shall keep a book or books to be called "The Register of Transfers," in which shall be entered 29

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.
- 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.

The Register of Transfers may be closed during the 14 days immediately preceding each Ordinary General Meeting; and when a dividend is declared, for the three days next ensuing after the meeting; also at such other times (if any) and for such periods as the Directors may from time to time determine, provided always that it shall not be closed for more than 21 days in any year.

TRANSMISSION OF SHARES.

35. 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.

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.

If any person who shall become entitled to be registered under clause 36 in respect of any share on which the Company has any lien 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 ease 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.

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.

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 hefore 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.

40. 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.

41. 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.

The surrender or forfeiture of a share shall involve the extinction of all interest in, and also 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.

A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries 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 41

hereof shall be redeemable after sale or disposal.

44. 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 in respect of any other debt or claim 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.

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.

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.

47. A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries that the power of sale given by clause 45 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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.

- 49. Any shares from time to time to be issued or created may from time to time be issued with any such right or 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, provided that no such shares shall have any preference over the cumulative preference shares issued in pursuance of clause 5 of the Memorandam of Association.
- 50. 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, including the aforewritten cumulative preference 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.

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.

52. 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 moneys so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Twenty-five thousand Rupees.

53. 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.

54. For the purpose of securing the repayment of any such moneys so borrowed or raised, or for any other purposes, the Directors may 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.

55. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be cancelled, or 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.

56. 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.

57. 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.

58. 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.

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.

60. 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.

61. 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 twenty-one 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.

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

to a meeting.

63. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.
64. 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. 65. 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.

66. With the exceptions mentioned in the foregoing Articles as to the bus

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.

No business shall be transacted at any General Meeting except the declaration of a dividend recommended 67. by a report of the Directors or election of a Chairman, unless there shall be present or represented at the commencement of the business three or more Shareholders entitled to vote.

68. 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.

69. 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.

70. No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair

is vacant.

71. 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.

72. 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.

73. At any meeting every resolution shall be decided in the first instance by a show of hands, 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 yotes recorded in favour of or against such resolution.

74. 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 or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the

Company in such meeting.

The demand of a poll shall not prevent the continuance of a meeting for the transaction of business other

then the question on which a poll has been demanded.

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

77. On a show of hands every Shareholder present in person shall have one vote only. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of In case of a poll every Shareholder present in person or by proxy or attorney shall (except as provided for in the Article immediately following) have one vote for every share held by him up to fifty shares; he shall have an additional vote for every fifty shares held by him beyond the first fifty shares up to two hundred shares; and he shall have an additional vote for every hundred shares held by him beyond the first two hundred shares. When voting on a resolution involving the sale of the Company's estates or any portion thereof or the winding up of the Company, every Shareholder shall have one vote for every one share held by him, and a majority of three-fourths of the Shareholders present or represented by proxy or attorney shall be necessary to carry such resolution.

78. The parent or guardian of an infant Shareholder, the Committee or other legal guardian 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

Votes may be given either personally or by proxy or by attorney. No Shareholder shall be entitled to vote or speak 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 or speak.

81. 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.

82. No person shall be entitled to hold a proxy who is not a Shareholder of the Company.

83. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor, or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

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

The Hangranoya Tea Estates, Limited.

I, _____, of _____, appoint ____ —, of ——— (a Shareholder in the Company), as my proxy As witness my hand, this day of -—, One thousand Nine hundred and

85. No objection shall be made to the validity of any vote (whether given personally or by proxy or 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.

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

DIRECTORS.

87. 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 one hundred 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 Orio thousand Rupees annually, to be divided between them in such manner as they may determine, but the Company in General 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.

88. The first Directors shall be Ernest Masters, Charles Edward Emerson, Maitland Shives Milne, and Herbert Joseph Hanscomb, 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.

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.

90. 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 91.

91. The Directors to retire from office at the second and third Ordinary General Meetings 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.

92. 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.

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

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.

95. 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.

96. 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.

 97. 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.
- 98. 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.

99. 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 as if he had not been removed.

100. 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.

101. 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.

102. 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.

103. The Directors shall have power to carry into effect the lease, purchase, or acquisition of any lands, estates,

or property they may think fit, or any share or shares thereof.

104. 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 b of the Company.

105. 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, artizans, 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, and other 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.

106. 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 express power.

107. 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.

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, agreements, bonds, mortgages, proxies to any proctor or proctors, and other documents on behalf of and to further the interests of the Company.

109. The seal of the Company shall not be used or affixed to any deed or instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries of the Company 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.

110. It shall be lawful for the Directors, if authorized so to do by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies or individuals 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 amalgamations, 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.

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 of 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 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.

112. 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 Until otherwise determined, two Directors shall be a quorum. of business.

A Director may at any time summon a meeting of Directors. 113.

114. 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 is 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.

115. 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.

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 paralland 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.

117. 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.

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.

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

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.

(5) 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.

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.

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.

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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

AUDIT.

129. 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.

130. 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.

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.

132. 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.

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

If any vacancy that may occur in the office of Auditor is not supplied at the next Ordinary General M 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.

135. 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.

136. 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 day time have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

DIVIDENDS, BONUS, AND RESERVE FUND.

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.

138. 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.

139. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for special dividends or for equalizing dividends, or for repairing, improving, and maintaining any of the property of the Company, or for repayment of mortgages or for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and may invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from their other assets.

140. The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing, improving, maintaining, or extending any of the property or plant of the Company, or any part thereof, or for the redemption of mortgages or for any other purposes connected with the interest of the Company that they may from time to time deem

expedient.

No unpaid dividend or bonus shall ever bear interest against the Company. 141.

142. 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.

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.

144. 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.

145. 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.

146. 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.

147. 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.

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.

1

55. On the trial or hearing of any action or suit brought or instituted by the Company against representatives to recover any debt or money claimed to be due to the Company in respect of his sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register of Share lowers of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount daimed 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 heard 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 of any part thereof shall be made by the Directors under the powers hereby or under the Ordinance conferred upon them.

157. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction hall think fit, and if thought expedient, any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference, in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the Subscribers to the Memorandum of Association have hereto set and subscribed their names

at the places and on the days and dates hereafter written.

H. J. HANSCOMB.

G. R. LOGAN.

Signed by the above H. J. Hanscomb and G. R. Logan, at Colombo, this Third day of May, 1916, in the presence of-

E. R. WILLIAMS, Proctor, Supreme Court, Colombo.

E. MASTERS.

C. L. SANDES.

J. A. HENDERSON (by his attorney H. J. HANSCOMB).

Signed by the above-named E. Masters, C. L. Sandes, and J. A. Henderson (by his attorney H. J. Hanscomb), at Colombo, this Fourth day of May, 1916, in the presence of—

E. R. WILLIAMS, Proctor, Supreme Court, Colombo.

W. E. KEELL.

F. H. YEATS.

Signed by the above-named W. E. Keell and F. H. Years, at Colombo, this Fifth day of May, 1916, in the presence of—

[Third Publication.]

E. R. WILLIAMS, Proctor, Supreme Court, Colombo.

The Cavural Rubber and Tea Estates, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above-named Company will be held at the registered office of the Company, Australia buildings, Fort, Colombo, on Tuesday, July 4, 1916, at 11.45 o'clock in the forenoon, to confirm the following resolution passed at an Extraordinary General Meeting of the Company held on June 14, 1916:—

That the Articles of Association be altered in the following manner:—

Article 77 shall be cancelled, and in lieu thereof the following Article shall be substituted:—

Number of Votes to which Shareholder entitled.

On a show of hands every shareholder present in person shall have one vote only. In case of a poll every shareholder present in person, or by proxy, or by attorney shall have one vote for every share held by him. No resolution involving the sale of the Company's property or any part thereof, or the winding up of the Company shall be deemed to be carried, unless duly passed as a special resolution.

By order of the Board.

Carson & Co., Ltd., Agents and Secretaries.

dider Moligage Decree in case No. 43,220, D. C., Colombo.

UNDER and by virtue of the decree entered in the above action, I am directed by the District Court of Colombo to sell by public auction on Saturday, July 8, 1916, at the spot, at 4 P.M., the following premises declared bound and

executable for the payment of the amount due on the said decree, viz.:—All that land called Meegahawatta, togeth, with the buildings and plantations standing thereon, situated at Karagampitiya, in the Palle pattu. Salpiti korale; containing in extent 1 acre 3 roods and 13 perches.

For further particulars apply to John Leopold Person, Proctor, Colombo, or to me.

119, Hulftsdorp street, Colombo. H. D. John Pieris, Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Kalutara.

Edith Alice Maud Modder, Kandy

No. 5,802. Vs.

Michael de Fonseka Samarasekera of Desastra

Michael de Fonseka Samarasekera of Desastra KalutaraDefendant,

UNDER and by virtue of the order to sell issued to me against the defendant in the above case for the recovery of Rs. 629 53, with further interest and costs of suit, I shall put up for sale by public auction on the spot, on Saturday, July 8, 1916, at 4 P.M., the following property, to wit:—

An undivided 1 share of the soil, trees, and buildings of a defined southern 1 share of the land called Kajugahawatta alias Mirisherewatta, situate at Vilegora in Jesastra Kalutara; and in extent 6 acres 2 roods and 10 per less.

B. D. C. JAYASINGA, Auctioned

Kalutara, June 8, 1916.

N. B.—For further particulars please apply to the plaintiff's Proctor, A. D. de Fonseka, Esq., Proctor, S. C., and Notary Public, or to me, the auctioneer.

Auction Sale of Properties at Palkumbura and Udagonulla Cin Siyane Korale under Mortgage Decree.

DER decree in case No. 10,660, D. C., Negombo, entered in favour of the plaintiffs, (I) Ranasinghe Rajapaksa Appuhamillage Baba Appuhamy, (2) Ranasinghe Rajapaksa Appuhamillage Dawith Appu of Hakurukumbura in Udugaha pattu of the Hapitigam koralegas heirs of the late Ranasinghe Rajapaksa Appuhamillage Pilo Appu, against the defendant, Meena Muna Mhakdon Lebbe Hadjiar of Kahataowita in Udugaha pattu of the Siyane korale, and by virtue of the order to sell issued to me, I shall sell by public auction at the respective spots, on Saturday, July 29, 1916, the following properties, for the recovery of the sum of Rs. 881.22, with interest thereon at the rate of 9 per cent. per annum till payment in full and costs of suit, Rs. 280.74, to wit :--

At 2 P.M.

1. The 3/40 share of the land called Makulugahawatta, situate at Palkumbura in Udugaha pattu of the Siyane korale, in extent about 8 acres.

At 2.30 P.M.

An undivided 1/10 share of the field called Digapathekumbura alias Habaliyadda, situate at Palkumbura aforesaid; containing in extent 2 pelas of paddy sowng ground.

At 3 P.M.

3. An undivided 39/40 share of the land called Hapugahaowita alias Makullagahawatta, situate at Palkumbura aforesaid; containing in extent about 12 acres.

At 4 P.M.

4. An undivided 1/10 share of the land called Kongahawatta alias Hapugahawatta, situate at Udagonulla in pattu aforesaid; containing in extent about 1 acre.

For further particulars apply to H. A. Jayatilaka, Esq., Proctor, Negombo, or to me.

Negombo, June 19, 1916.

K. L. PEREIRA, Auctioneer.

Auction Sale of a Valuable Coconut Property at Dematapitiya in the Chilaw District.

ER decree in case No. 8,013, D. C., Negombo, in favour of the plaintiff, Muna Muna Sawanna Mas Sathappa Chetty of Negombo, against the defendants, a) Lokupothagamage Don Suwaneris Appu alias Don Sayaneris Appuhamy of Kussala and (2) Rawanna Mana Muna Vena Somasunderam Chetty of Madampe, and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 4,000, with interest thereon at 9 per cent. per annum from April 27, 1914, less the sum of Rs. 1,715 already recovered, I shall sell by public auction, at the spot, at 11 A.M., on Thursday, July 20, 1916:—

An undivided $\frac{1}{2}$ share of the northern $\frac{1}{2}$ of the land bearing No. 505, situate at Dematapitiya, in Munneswaram pattu (exclusive of the 500 coconut trees plantable ground adjoining the southern boundary), and the buildings standing thereon, entire land in extent 50 acres and 2 roods as secondary mortgage.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, S. C., and Notary, Negombo, or-

Negombo, June 20, 1916.

M. P. KURERA, Auctioneer.

ae of Property at Mallahewa in Yatikaha Pattu of Hapitigam Korale.

J. DER decree in case No. 10,280, D. C., Negombo, bred in favour of the plaintiff, Muna Runa Una Pana na Muna Runa Murugappa Chetty (by his attorney luna Runa Una Pana Lana Muna Runa Arumugam Pulle of Negombo), against the defendant, Alawaturage James

Perera of Hapitigam, and by virtue of the commission issued to me for the recovery of the amount therein stated, less the sum of Rs. 551 already recovered, I shall sell by public auction, at the spot, on Saturday, July 22, 1916, at 9.30 A.M.:-

The land called Kahatagahawatta, situated at Mallahewa, in Yatigaha pattu of Hapitigam korale, in the District of Negombo, containing in extent about 8 acres, of which land the undivided 4 share, and the buildings standing

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, S. C., and Notary, Negombo, or-

Negombo, June 20, 1916.

M. P. KURERA, Auctioneer.

Auction Sale of a Land and a Field at Kurana Katunayaka in Negombo.

UNDER decree in case No. 10,871, D Nentered in favour of the plaintiff, Nawanna Ka Negembo, Thena Natchiappa Chetty of India (by his Nawanna Kana Nana Thena Sellaiah Pulle N nawanna Mana Mana Thena Sellaiah Pulle of Megondo), against the defendants, (1) Madanasingher Don Je trand Don Baron Jayawardane, Police Headman, botto. Kurana Katunayaka, and by virtue of the origination issued to me for the recovery of the amount ther in stated, I shall sell the under-mentioned properties by Dialic auction, at the respective spots, on Monday, July 24, 1516, viz.:—

At 3 P.M.

(1) The southern ²/₃ share of the portion of land called Gorakagahawatta, situate at Kurana Katunayaka in Dasiya pattu of Alutkuru korale, in extent 2 roods.

At 3.15 P.M.

(2) The northern ½ share of the portion of field called Bakmeegaha-hatherandekumbura, situate at ditto, in extent about 1 bushel of paddy sowing ground.

Further particulars from P. B. F. de Croos, Proctor, S. C., and Notary, Negombo, or-

Negombo, June 20, 1916.

M. P. KURERA Auctioneer,

Auction Sale.

In the District Court of Gal Gedippala Hewa Gamage Simon of Magalla lain(iff. No. 13,622. V_{S}

Ewana Hennedige Dias of Galupiadda... UNDER and by virtue of the lector and order in the above case, I shall sell by public auction at the spots the following property declared bound and executable for the recovery of the amount due under the said decree, viz. :-

On Saturday, July 8, 1916, at 3 P.M.

The undivided 2/7 part of the soil and trees of the defined lot C and the entirety of the house of seven carpenter's cubits standing thereon of the land Bogahawatta, situate at Dangedera, within the Four Gravets of Galle; and bounded on the north by lot A of this land, east by the high road to Hirimbura, south by land whereon Aresi Tamby resided, and west by lot B of this land; containing in extent about 1 rood.

On Saturday, July 15, 1916, at

An undivided 1 part of Kekiriheneudunus kumbus, situate at Niyagama in Akmeemana; bounded on the north by Godadeniyekanda, east by Galagawakumbura, south by Ihalagewatta, and west by Welitarawatta: containing about 2 amunams of paddy sowing extent.

> CHAS. M. GOONASEKERA, Auctioneer.

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PARTO CEYLON GOVERNMENT GAZETTE — June 22, 1916

In the District Court of Chilaw.

No. 5,316.

 ${
m Vs.}$

(1) Agamadu Lebbe Aaisi Lebbe Marakar and wife (2) Kapur Nona, both of Chilaw Defendants.

NOTICE is hereby given that on Saturday, July 1, 1916, commencing at 3.30 P.M., will be sold by public auction at the premises the right, title, and interest of the said defendants in the following properties, viz.:—

- 1. The land called Tottamkottuwakany and Palamarathadykany and productive trees, situate at Itchampitiya, in extent about 11 acres more or less, in Pitigal Korale North, in the District of Chilaw.
- 2. A portion of land situate in the town of Chilaw, 7½ yards in breadth from east to west and 20¾ yards in length from north to south with all trees standing thereon.
- 3. A portion of land situate in the town of Chilaw, 11 yards in length from east to west and 11 yards in breadth from north to south, and the tiled house with other buildings standing thereon.

Name of Licensee.

Chilaw, June 13, 1916.

No.

S. RAJARATNAM, for the Chilaw Agency.

Auction Sale.

In the District Court of Chilaw.

Muttu Wairen Nallarakku Pillai of Udappu ...

D. C. Case No. 5,121. Vs

(1) Arumugampillai Wairamuttupillai, his way (2) Meenachchi, both of Pulichchakulam, (3) Coomarasamy Nayakker, son of Ramasamy Nayakker, presently at Tharakudivilla Defendants.

UNDER and by virtue of the commission issued to us in the above case, we shall sell the under-mentioned properties by public auction at the spots on Saturday, July 15, 1916, commencing at 10 A.M.

(1) The divided northern portion of the land called Akkaravillukadu, situate at Tharakudivilla, in Anaivilundan pattu of the District of Chilaw, containing in extent 2 acres.

(2) An undivided 1/5 share of the land called Nallatambytottam, situate at Pulichchakulam, in Anaivilundan pattu of the District of Chilaw, in extent about 2 acres.

(3) The undivided \{ \} share of the allotment of the land called Akkaravelikany, situate at Akkaraveli, in the District of Puttalam, in extent 3 acres 1 rood and 10 perches.

(4) The undivided $\frac{1}{2}$ share of the land called Dharmakany, situate at Thatapola, in Akkara pattu of the District of Puttalam, in extent 1 acre and 2 roods.

(5) The divided extent from and out of the land called Mundalamakele, situate at Mundel, in the District of Puttalam, in extent 5 acres.

T. M. CARRIM,
Auctioneer for the Chilaw Agency.
Chilaw, June 15, 1916.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

List of Auctioneers' and Brokers' Licenses issued during the Month of May, 1916.

Address.

48. M. P. Kurera Negombo List of Brokers' Licenses issued during the Month of May, 1916. D. J. Victor Ferdinando Hospital street, Kalutara South 78 "Ruthven," Arthur's Terrace, Bagatelle road "Floral View," 2nd Division, Maradana 79. D. J. O. de Silva Francis S. de Silva 80. F. H. R. Silva 81. Uyana, Moratuwa H. A. Kareem "Hazeena Cottage," No. 111, Ferry street

Summary of Receipts and Disbursements from January 1 to May 31, 1916.

HEAD OF	Revenue.		Amount. Rs. c.	HEAD OF EXPENDITURE.		Amor Rs.	ınt. c.
A.—Taxes			241,760 65	A.—Non-effective charges		484,653	93
B.—Licenses	• •		36,312 0	B.—Chairman		7,500	
C.—Judicial fines	• •		29,403 70	C.—Secretariat		19,987	93
D.—Tolls	• •	٠.	12,540 74	D.—Finance Department	٠.	75,534	99
E.—Markets	• •	• •		E.—Veterinary Department		45,192	21
F.—Slaughter-house	• •		20,090 18	F.—Municipal Court	٠.	6,073	15
G.—Public Health Depart	rtment		7,122 93	G.—Fire Brigade and ambulances		22,509	60
H.—Cattle Mart and Que	rantine Station		13,469 48	H.—Public Health Department		70,543	1
I.—Consolidated rate	• •		813,605 84	I.—Works Department		501,295	74
J.—Water	• •		216,664 64	K.—Waterworks Department			
K.—Rents	• •		14,547 1	L.—Assessing Department		10,392	51
L.—Miscellaneous	• •	• •	53,438 17	M.—Sanitation Department		61,374	39
					-	1,552 794	13
				Less Excess of Expenditure over Receipts	٠.	61,852	45
	Total		1,490,941 68	Total .	• •	1,490,941	68

C. W. BICKMORE,

Acting Financial Assistant to the Chairman, Municipal Council, Colombo

1. Deposits:— (a) General 30,220 51 30,220 51 30,220 51 21,624 16 2,386 60 2,386 60 5,123 48 5,123 48 59,354 75 59,354 75 59,354 75 61,852 45 389,288 92 61,852 45 61,852 45 61,852 45 386,791 22 386,791 22 1. Advance Accounts:— (a) Purchase of Stores 41,020 33 (b) Do. Waterworks 200,866 90 (c) Miscellaneous 3,855 52 (d) Latrine and House connections: Expenditure Rs. 350,392 94 Less amount paid by Government on account of loan Rs. 340,841 61 9,551 33 255,294 8 2. Suspense Account 453 11 3. Cash :— 453 11 3. Cash :— 453 11 3. Cash :— (a) Purchase of Stores 41,020 33 41,020 33 40 256,690 256,690 260	Sundry Liabilities.	_	SHEE Total. Rs. c.	T, MAY 31, 1916. Sundry Assets.	Amour Rs.	at. Total
2. Excess of Assets over Liabilities:— (a) Balance at credit on December 31, 1915 389,288 92 (b) Less Excess of Expenditure over Receipts up to May 31, 1916 61,852 45 ———————————————————————————————————	(a) General (b) Security (c) Waterworks (d) Miscellaneous	30,220 51 21,624 16 2,386 60 5,123 48		1. Advance Accounts:— (a) Purchase of Stores (b) Do. Waterworks 2 (c) Miscellaneous (d) Latrine and House connections: Expenditure Rs. 350,392.94 Less amount paid by Government	41,020 3 200,866 9	90
	(a) Balance at credit on December 31, 1915 3 (b) Less Excess of Expenditure over Receipts up to May 31, 1916	89,288 92 61,852 45 327,4		loan Rs. 340,841.61 2. Suspense Account 3. Cash:— (a) At Bank on current account 1 (b) On Fixed Deposit account (c) In hand	30,044 1,000	- 255,294 8 453 11 3 0 - 131,044 3

Acting Financial Assistant to the Chairman, Municipal Council, Colombo.

June 12, 1916.

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 rates 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 rates and costs be duly paid.

C. W. BICKMORE,

The Municipal Office, Acting Financial Assistant to the Colombo, June 15, 1916. Chairman, Municipal Council.

SCHEDULE.

Date of Sale: Thursday, July 20, 1916.

	$Colpetty \ road.$	
Premises No.	Quarter and Year.	Time of Sale.
1660.48A	2nd quarter, 1915	7 А.М.
1661.48_{A}	Do.	7. 5 ,,
	$Flower\ road.$	
1674.9	1st and 2nd quarters, 1915	7.10 а.м.
	Edinburgh crescent.	
1695.6	1st and 2nd quarters, 1915	7.15 а.м.
1696.5	Do.	7.20 ,,
	Torrington place.	
1747.1A	1st and 2nd quarters, 1915	7.25 а.м.
	Albert crescent.	
1751.2	1st and 2nd quarters, 1915	7.30 а.м.
	Maitland crescent.	
1757A.2/3	1st and 2nd quarters, 1915.	7.35 а.м.
	Gregory's road.	
1768.6c	1st and 2nd quarters, 1915	7.40 л.м.
	Horton place.	
1816.1818.16	2nd quarter, 1915	7.45 а.м.
1821.14	Do.	7.50 ,,
	Alexandra place.	
1837.7	1st and 2nd quarters, 1915	7.55 а.м.
1837A.7	Do.	8 ,,
	Barnes place.	,,
1841A.27A	2nd quarter, 1915	8. 5 а.м.
	Do.	8.10 ,,
1842/1846.26	. Do.	8.15 ,,
1871.4	Do.	8.20 ,,
1871A.4	Do.	., 8.25 ,,
		,, ,

	1	Rosmead place.	,
	Premises No.	<u>-</u>	Time of Sale.
	· ·	2nd quarter, 1915	8.30 а.м.
	1009.278	•	О.ОО А.М.
	1015 55	Ward place.	8.35 а.м.
ı	1915.55	2nd quarter, 1915	1. 0.00 A.M.
	1010 9	Rosmead place.	8.40 а.м.
	$\begin{array}{c} 1918.3 \\ 1919.2 \end{array}$	2nd quarter, 1915 Do.	8.45 ,,
1	1010.2	Alexandra place.	0.10 ,,
	1923.2	2nd quarter, 1915	8.50 а.м.
-		Ward place.	
1	1939.55	2nd quarter, 1915	8.55 а.м.
	1940.54	Do.	9 ,,
1	1941.53	Do.	9. 5 ,,
	1953.42A	Do.	9.10 "
1		Austin place.	
1	1957.1	1st and 2nd quarters, 1915	9.15 а.м.
1	1958.2	Do.	9.20 ,,
١	1959.3	Do.	9.25 ,,
		Ward place.	,
ı	1960.40	1st and 2nd quarters, 1915	9.30 A.M.
ı	1967.40	Do.	· 9.35 ,,
ļ	1968.40	2nd quarter, 1915	. 9.40 "
l	969.40	Do.	9.45 ,,
١		Kanatta road.	•
	1977.1	4th quarter, 1914, to	2nd
1		quarter, 1915	9.50 A.M.
ı	1978.1	To.	9.55 ,,
١	1980.3	1st and 2nd quarters, 1915	10 "
	Da	te of Sale: Friday, July 21, 19	16.
ĺ	-	Castle street.	,
	2018A.5c/1 .	. 1st and 2nd quarters, 1915	7 A.M
		Cotta road.	-
	2019.5 c/2 .	. 1st and 2nd quarters, 1915	7. 5 A.M.
	2019A.5 c/3.	. Do.	7.10
	2021.5 .	. 2nd quarter, 1915	7.15 "
		Kanatta road.	
	2048.8 .	. 1st and 2nd quarters, 1915	7.20 д.м.
		. Do.	7.25 ,,
	2055.12 .	. Do.	7.30 ,,
	*	Cotta road.	
	2069.2070.5в.	. 1st and 2nd quarters, 1915	7.35 д.м.
	2078 BA	2nd quarter, 1915	7.40

.. 2nd quarter, 1915

.. 1st and 2nd quarters, 1915

Do. Do.

7.45

7.50

2076.6A

2077.7

2078.7A

2077A.7

Premises No. Quarter and Year.	Time of Sale.	Bambalapitiya.
2079.8 1st and 2nd quarters, 191	5 8 а.м.	Premises No. Quarter and Year. Time of Sale.
275.10m Do.	8. 5 ,,	
276.10m Do.	8.10 ,,	912.914.18 3rd quarter, 1914, to 2nd quarter, 1915 9.45 A.M.
277.10м Do.	8.15 ,,	015 10/104 Do 0 50
278.10L Do.	8.20 ,,	016 10/10.
281.10r Do.	8.25 ,,	018 00 1st and 2nd curertons 1015 10
285.10 D/1.2 Do.	8.30 "	, and 210 ist and 211d quarters, 1919 in
286.10 p/3.5 Do.	8.35 ,,	Date of Sale: Monday, July 24, 1916.
287.288.10c Do.	8.40 ,,	
Castle street.		Bambala pitiya.
299.12 1st and 2nd quarters, 191	5 8.45 A.M.	920.20A/1 1st quarter, 1914, to 2nd
• Cotta road.		quarter, 1915 7 A.M.
202.10m 1st and 2nd quarters, 191	5 8.50 а.м.	921.20a/2 Do 7. 5 ,,
$Horton\ place.$		946.27c 1st and 2nd quarters, 1915 7.10 ,,
1828B.9B 1st and 2nd quarters, 1915	8.55 A.M.	Colpetty road.
Dickman's road.		984.116 1st and 2nd quarters, 1915 7.15 A.M.
540A.51/2 1st and 2nd quarters, 1918	5 9 а.м.	985.116 3rd quarter, 1914, to 2nd
	,, ,	quarter, 1915 7.20 ,, 986.116 1st and 2nd quarters, 1915 7.25 ,
Colpetty road. 50A.231H 1st and 2nd quarters, 1914	9. 5 а.м.	989 118B Do 7 90
		1013 1114 Do 7 27
Bambalapitiya.	0.10.35	10144 Do 7 40
475A 1st and 2nd quarters, 1914	. 9.10 а.м.	1016.112A 3rd quarter, 1914, to 2nd
Colpetty road.	1~	quarter, 1915 7.45
20A.244 1st and 2nd quarters, 1914	4 9.15 а.м.	1019.112A Do 7.50
20B.244 Do.	9.20 ,, 2nd	1019A.112A Do 7.55
47.49.231A.B. 1st quarter, 1914, to quarter, 1915	0.05	1028.109A 1st quarter, 1914, to 2nd
58.226 1st and 2nd quarters, 1919		quarter, 1915 8 ,,
59.225н 3rd quarter, 1914, to		1029.109A . Do 8. 5 ,, 1030.109 . Do 8.10
quarter, 1915	9.35 ,,	1031 100 Do 9 1"
60.225g 1st and 2nd quarters, 1915		1044 00g 1st and 2nd quartons 1015 9 99
69.223 Do.	9.45 ,,	1060 Do
85.210B/212 2nd quarter, 1915	., 9.50 ,,	1138 91 To
101.204 Balance 2nd quarter, 1915	9.55 ,,	1139.81 Do 8.30 ,,
190.159B 1st and 2nd quarters, 1916	510 ,,	1141.1142.75A Do 8.40 ,,
		1154.79A Do 8.45 ,,
Date of Sale: Saturday, July 22,	1916.	$1172.74_{\rm B}$ Do 8.50 ,,
$Colpetty\ road.$		1173.74B Do 8.55 ,,
223.145A 1st and 2nd quarters, 1915	7 A.M.	1182.70 3rd quarter, 1914, to 2nd
228.134 Do.	7. 5 ,,	quarter, 1915 9 ,,
233.138A Do.	7.10 ,,	Colpetty lane.
241.130 Do.	7.15 "	1234.7/7B 4th quarter, 1914, to 2nd
Wellawatta.		quarter, 1915 9. 5 A.M. 1239.3 1st quarter, 1914, to 2nd
256A. IA 1st and 2nd quarters, 1915	7.20 ,,	
256в. 1в	7.25 ,,	quarter, 1915 9.10 ,, 1240.3 _B Do 9.15 ,,
256c.1c Do.	$egin{array}{cccccccccccccccccccccccccccccccccccc$	
256 _D . lp Do.	7 40 ''	Colpetty road. 1251.63/64A 1st and 2nd quarters, 1915 9.20 A.M.
256F.1F Do. 270.6 Do.	7.40 ,, 7.45 ,,	
270.6 Do. 271.272.6B 3rd quarter, 1914, to		St. Michael's road. 1302.1 3rd quarter, 1914, to 2nd
quarter, 1915	7.50 ,,	Table 1
274.6c 2nd quarter, 1915	7.55 ,,	quarter, 1915 9.25 A.M.
289.290.14/14y 1st and 2nd quarters, 1915		Mosque lane.
309/310.18A.B Balance 2nd quarter, 1915	8. 5 ,, 👍	1310.26 3rd quarter, 1914, to 2nd
325.23 1st and 2nd quarters, 1915		quarter, 1915 9.30 A.M. 1311.25 Do 9.35
370.39A Do.	8.15 ,,	1320.20 Do 0.40
420.43D Do.	8.20 ,,	1322.16 let and 2nd quarters 1015 0.45
423.43 Do.	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	1334.4A Do9.50 ,,
487.56c Do. 490.56B Do.	0 25	Muhandiram's road.
400 Do	8.40 ,,	1386.53 1st and 2nd quarters, 1915 9.55 A.M.
530.66A 3rd quarter, 1914, to	2nd	1
quarter, 1915	8.45 ,,	$Albert\ road.$ 1455.14 3rd quarter, 1914, to 2nd
552.65 Do.	8.50 ,,	1017
Layard road.		
560.4/5 1st and 2nd quarters, 1915	8.55 а.м.	Date of Sale: Tuesday, July 25, 1916.
Elibank road.		$Albert\ road.$
	9 а.м.	1456.15 3rd quarter, 1914, to 2nd
		· quarter, 1915 7 A.M.
Wellawatta.	and	Nelson lane.
794.117 3rd quarter, 1914, to	2nd 9. 5 A.M.	1457.3 3rd quarter, 1914, to 2nd
quarter, 1915 812.123A 1st and 2nd quarters, 1915	0.10	quarter, 1915 7. 5 A.M.
	0.15	1460.6 Do 7.10 ,,
830.131 Do. 832.131c Do.	9.13 ,,	1474.1A Do 7.15 ,,
834.132 Do.	9.25 ,,	Dematagoda.
840.137A Do.	9.30 ,,	1224A.59 1st to 3rd quarter, 1915 7.30 A.M.
850.141E Do.	9.35 ,,	1242.50 2nd quarter, 1914, to 3rd
851.141p Do.	9.40 ,,	quarter, 1915 7.35 ,,
• •	•	• ·

Premises No.	Quarter and Year.	Time of Sale.	2nd Division, Maradana.
	. 1st to 3rd quarter, 1915	7.40 а.м.	Premises No. Quarter and Year Time of Sale.
1272.37 .	. 3rd quarter, 1914, to quarter, 1915	3rd 7.45 ,,	1312.186 1st to 3rd quarter, 191510 A.M.
	2nd Division, Maradana.		Date of Sale: Wednesday, July 26, 1916.
1315A.187 .	. 3rd quarter, 1913, to	3rd	Maligakanda.
1018401010 105	quarter, 1915	7.50 а.м.	1521.56 3rd quarter, 1914, to 3rd
	lst to 3rd quarter, 1915 Do.	7.55 ,, 8 ,,	quarter, 1915 7 A.M.
1325.179	. 3rd quarter, 1914, to	8 ,, 3rd	2nd Division, Maradana.
1000.110	quarter, 1915	8. 5 ,,	743.189A 3rd quarter, 1914, to 3rd
1338/1339.167/		,,	quarter, 1915 7. 5 A.M.
168	. Do.	8.10 ,,	744.189A 3rd quarter, 1913, to 3rd quarter, 1915
1344.166		8.15 ,,	quarter, 1915 . 7.10 ,,
1345.166A		8.20 ,,	Dematagoda.
	$Maligakanda. \ \ $	_	751.278 3rd quarter, 1913, to 3rd
1360.5в	3rd quarter, 1914, to		quarter, 1915 7.15 A.M. 760A.276A 2nd to 3rd quarter, 1915 7.20 ,
	quarter, 1915	8.25 а.м.	
•	Dematagoda.		770.267 1st to 3rd quarter, 1915 7.25 ,, 829.232p Do 7.30 ,,
	1st to 3rd quarter, 1915	8.30 а.м.	830.232 2nd to 3rd quarter, 1915 7.35 ,,
1403.51	3rd quarter, 1914, to	3rd	831,232 3rd quarter, 1914, to 3rd
	quarter, 1915	8.35 ,,	quarter, 1915 7.40 ,,
	2nd Division, Maradana.	0.40	870.220 Do 7.45 ,,
	1st to 3rd quarter, 1915	8.40 а.м.	870A.220 4th quarter, 1914, to 3rd
451/1453.152/	3rd quarter, 1914, to	3rd	quarter, 1915 7.50 ,,
153	quarter, 1915	8.45 ,,	891.237 lst to 3rd quarter, 1915 7.55 ,, 910.199 lst quarter, 1913, to 3rd
	Temple road.	51.25 ,,	910.199 lst quarter, 1913, to 3rd quarter, 1915 8 ,,
1614.3	1 emple road. 1st to 3rd quarter, 1915	8.50 а.м.	924.197F lst quarter, 1914, to 3rd
1615.3A	T.	8.55 ,,	quarter, 1915 8. 5 ,,
1618.3в	T).	9 ,,	944.195 1st to 3rd quarter, 1915 8.10 ,,
	2nd quarter, 1914, to	3rd	967A.176c 1st quarter, 1914, to 3rd
	quarter, 1915	9. 5 ,,	quarter, 1915 8.15 "
1689.14c	Do.	9.10 ,,	1083.125 1st to 3rd quarter, 1915 8.20 ,,
690/1691.14/	0 3 t - 9 d amantan 1015	0.15	1084.125A 8.25 .,
148	2nd to 3rd quarter, 1915 1st quarter, 1914, to	9.15 ,, 3rd	1159.90L Do 8.30 ,, 1167.90N 2nd to 3rd quarter, 1915 8.35 ,,
1091A.14	quarter, 1915	9.20 ,,	1171.89 1st to 3rd quarter, 1915 8.40 ,,
1690a.14	3rd quarter, 1914, to	3rd	1172.89 Do 8.45 ,,
10001111	quarter, 1915	9.25 ,,	1190.80 Do 8.50 ,,
1716.47k	1st to 3rd quarter, 1915	9.30 ,,	1196.77A Do 8.55 ,,
	Jail road.		1199.76A Do 9 "
673/2676.10A/	• • • • • • • • • • • • • • • • • • • •		St. Michael's road.
11	2nd to 3rd quarter, 1915	9.35 а.м.	1566.12 2nd quarter, 1915 9.20 A.M.
	3rd Division, Maradana.	Ì	. 1
28 50.53	4th quarter, 1914, to	3rd	Polwatta road.
	quarter, 1915	9.40 а.м.	1576.4 lst to 2nd quarter, 1915 9.25 A.M. 1577.4 Do 9.30 ,,
	Skinner's road South.	i	1577.4 Do 9.30 ,,
05 and 110.24	3rd quarter, 1910, to	2nd	Cameron place.
	quarter, 1911	9.45 а.м.	1583.18 1st to 2nd quarter, 1915 9.35 A.M.
	Dematagoda.	ł	St. Michael's road.
1294.21в	3rd quarter, 1913, to	3rd	1586.20 1st to 2nd quarter, 1915 9.40 A.M.
	quarter, 1915 *	9.50 A.M.	•
1302.10	3rd quarter, 1914, to	3rd	Greenpath.
	quarter, 1915	9.55 ,,	1647A.4A 1st to 2nd quarter, 1915 9.45 A.M.
	3		

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office on Monday, May 8, 1916.

THE Council met this day at 2.30 P.M., pursuant to notice dated May 3, 1916.

Present:—The Hon. Mr. R. B. Hellings, Chairman; Mr. D. W. Subesingha; Mr. C. E. de Vos; Mr. G. E. Abeywardena; Mr. J. E. Perera; and Mr. E. H. Vanderstraaten.

1. The Minutes of the General Meeting of Council held on April 17, 1916, a copy of which was sent to each Councillor. were taken as read.

Resolved-That the Minutes of the General Meeting of Council of April 17, 1916, be confirmed.

- 2. Pursuant to notice the Chairman moved—That the following revision of dates be made in the scheme framed by the Council on March 11, 1916, under section 32 of the Ordinance No. 23 of 1915, viz. :-

 - (a) Paragraph 1 (4) "1st day of May, 1916" to "15th day of June, 1916."
 (b) Paragraph 1 (6) "1st day of June, 1916" to "26th day of June, 1916."

And that the scheme thus revised be submitted to His Excellency the Governor in Executive Council for approva-Mr. G. E. Abeywardena seconded—Carried unanimously.

- 3. The following documents were laid on the table:-

 - Statement of receipts and disbursements to end of April, 1916.
 Progress Report of Work done on Estimates to end of April, 1916.
 Report of Inspector of Vehicles and Animals on carriages plying for hire during the month of April, 1916.
 Diaries of (α) Medical Officer of Health; (b) Superintendent of Works; and (c) Manager of the Health
 - Department.

Confirmed:

The Municipal Office, Galle, June 10, 1916.

R. B. HELLINGS, Chairman.

A .- Statement showing the Total Receipts and Disbursements to end of May, 1916.

21	it anomin's enc	Total Hecelp	ts and Dispulsements to end of may	, 1010.	
	Amount	.Actual		Amount A	Actual Dis-
Revenue.	estimateo	I. Receipts.	Expenditure.	estimated. b	ursements.
		c. Rs. c.		Rs. c.	Rs. \mathbf{c} .
Taxes	27,620	0 26,445 50	Non-effective charges	34,141 31	1,523 97
Assessment	59,800	0 28,009 8	Chairman	500 0	208 38
Licenses	11,885	0 2,613 0	Secretariat	20,251 95	7,046 6
Judicial fines	2,000	0 1,559 77	Vehicle and Animal Department		519 62
Tolls	•	0 —	Judicial	610 0	171 25
Slaughter-houses		0 733 66	Markets	764 0	310 0
Health Department	•	0 3,763 58	Fish auction shed	1,920 0	864 44
Markets	•	0 10,745 68	Slaughter-houses	1.110 0	473 79
Rents	•	0 395 73	Fire Brigade	1,500 0	657 76
Miscellaneous	•	0 1,358 37	Town clock	220 0	41 5
Cemeteries	•	0 93 50	Lighting	13,000 0	4,987 95
Waterworks		0 1,147 71	Cemetery	860 0	335 32
W doct works	2,000	0 1,117 11	Public Health Department:—	000 0	000 02
Total Revenue	150 500	0 76,865 58	Sanitation Branch	10,925 70	3,461 47
	•				5,697 91
Deposits		4,710 84	Scavenging Branch		
Motal Descints		01 550 40	Conservancy	15,162 0	6,097 18
Total Receipts		81,576 42	Waterworks	9,972 0	3, 612 3
Cash balance on January 1, 1916	• •	34,600 · 8	Public Works Department:—	00.050.00	F 500 10
			Annually recurrent	22,073 88	7,523 10
			Extraordinary	2,250 0	502 89
			m . 177 111	770 700 01	
			Total Expenditure	150,582 84	
			Deposits repaid	·· -	5,160 38
			Total Disbursements	—	49,194 55
			Cash balance on May 31, 1916	—	66,981 95
•					
${f Total}$	—	116,176 50	Total	—	116,176 50
					
	В	-Surplus and	Deficit Account.		
		Amount.			Amount.
		Rs. c.			Rs. c.
Expenditure from January 1 to M	arr 21 3016	44,034 17	Surplus on January 1, 1916		27,117 4
Surplus on May 31, 1916	•	59,948 45	Revenue from January to May, 19	116	
Surpius on may 31, 1910	• •	33,340 40	revenue from January to May, 18	916	76, 865 58
	Total	103,982 62		Total	103,982 62
	10tai	103,982 02		Total	103,962 02
	ζ D.	lance Sheet s	o of Mov. 94, 4046		
	U.—B		is at May 31, 1916.		
		Amount.	Assets.		Amount.
LIABILITIES.		Rs. c.	Cash in Bank:—		Rs. c.
Deposits		7,033 50	Fixed deposits	• •	2, 880 0
Surplus		59,948 45	Current account	• • • • • • • • • • • • • • • • • • • •	64,051 95
	••	33,010 10	Cash in hand of Shroff	• •	50 0
			Casti III Maila di Simidi	••	
	Total	66,981 95		Total	66,981 95
		30,001 00			
The Municipal Office,				D. M. Morei	RA.
Galle, June 10, 1916.					cretary.
,,				. 80	J ·

LOCAL BOARD NOTICES.

Notice of Sale, Local B	oard, Bandarawela.	No. of		Local Boa	rd	Water-
		Property.	Name of Owner.	rate.		erate.
	-			Rs. c.		Rs. c.
NOTICE is hereby given t	hat the rents and profits,	266A	Kiri Banda, Gamarala	a 3 60		5 40
timber and produce, the materia	als of houses, and the under-	3 3 5	K. D. T. Perera	0 20		0 30
mentioned properties themselve	es, seized for the arrears of	208	G. K. Podisingho Ap	pu-		
Local Board and Water-rates, B			hamy	^ ^ ^		1 44
quarters, 1915, will be sold by	public auction on the spot	191	A. Mohammadu	0 48		0 72
on Friday, July 7, 1916, at 10 30		208	G. K. Podisingho Ap	pu-		
the taxes and the costs are paid	l.		hamy	0 96		1 44
-		29 7	K. B. Kadurugamuwa	a 0 20		0 30
•		$298 \dots$	Do.	0 20	• •	0 30
Local Board Office,	L. D. C. Hughes,	$299 \dots$	Do.	50	• •	7 50
Badulla, June 13, 1916.	for Chairman.	300	Do.	., 020	هه	0 30

S. E. HANGOX,	Painaine Collector
Æ.	9

-	Kitul Fibre	ewt.			
	Orchilla.	Je.	J		
	Epoux.	owt. owt.	.1		
<u> </u>	Gingelly Poonac.	cwt.	1		
	Cinchona.			1	
.fie	O nomannio.	0Z.		111114211111111111111111111111111111111	*
.IiG	Citronella	Ib.	(480 100 22041 100 22041 2902 — — — — — — — — — — — — — — — — — — —	
	Fibre Mattress.	owt.	100		
Coir.	Fibre Bristle.	cwt. cwt. cwt.	-		
	Хата.	cwt.	1	11111111	
	Plumbago.	owt.	}	18366 6253 2506 4096 100 7229	
alm.	Coconuts.	No.	١.	110580 1178065 200 	
Products of Coconut Palm.	Poonac.	owt.	l	9	
f Coo	Desicoated Coconuts.	wt.	1	2058 2958 3831 2666 2666 66 708 39 460 464	
ucts o	Copra:	owt. owt.	l	2058 2058 2927 2927 5600 2666 369 958 708 39 460 464	
Prod	Coconut	owt.	1	7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	·
	Cinnamon Chipa.	Jb.	J	14560 107840 107840 17584 17584 17584 17584	
	Cinnamon Quilla.	-di	1	3-900 3-900 10000 19809 10000 300 6400	
ė.	Total.	owt.	١		
Coffee.	Native.	3wt.	1		
-	Planta-	cwt. 3wt.	1	111111111111	
	Cardamoma	1b.		2010 8615 3291 20604 150 4855 — 17 521 — 17 456 — 85	
	Cacao.	cwt.	1		
	Rubber.	1b.	1	209450 374916 200648 130485 130480 199110 65079 8960	•
	Greensfles.	lb.	28000	1386	
	Black Tea.	lb.	77138	224257 1255459 1090935 449 8235 633894 109431 149431 156673 219877 830	
			end:		
•	For what Port.	*		Calcutua New York New York London London Bangson Bombay Australia Hong Kong Australia China London China Mauritius	
	fo eta Clearing.		12-5-16 China 12-5-16 Madras	20-4-16 New York 25-4-16 New York 26-4-16 London 1-5-16 London 11-5-16 Rangoon 11-5-16 Australia 22-4-16 Australia 22-4-16 Australia 22-4-16 London 7-4-16 China 15-4-16 China 15-4-16 China 28-5-16 Mauritius	
	Steamship.	COLOMBO.	Carmarthenshire Clan MacMillan	City of Manchester Crew Hall City of York Explorer Harefordshire Java Maru Kashgar Lyoaon Morea Orovars Orontes Porthes Quirimbs	GALLE.—Nil.

þe		- *	
kalle during tl	Baga.	6,272	
and (
statement showing the Importation of Rice into the Ports of Colombo and Galle during the Week ended June 17, 1916.	TO GALLE:	From Karachi	
tion of Rice in feek ended Ju	Bags.	8,392 6,499 5,907	
he Importa W		Total	,
nt showing t		Rangoon Singapore Tuticorin	
Stateme	Bags.	24,254 24,254 615	
		•	

* By rail.

TO COLOMBO:—
From Bombay
Dhannahkodi*
Karaohi
Negapatam

2,647 bags rice have been shipped from Colombo for the week.

* H. M. Customs, Colombo, June 20, 1916.

ORDINANCE, **NOTIFICATIONS** UNDER "THE PATENTS 1906."

THE following Specification has been accepted:-

No. 1,489 of March 20, 1916.

Abbot Winstanley Upcher. "Improvements in apparatus for smoking and drying rubber."

Abstract.—The apparatus consists of :—(1) A smoke-producing stove or stoves having fire bars of inverted channel section provided with transverse vanes for the purpose of providing additional surface for imparting heat to the air entering at the fire bars and passing beyond and underneath; (2) a long horizontal flue along which pass the products of combustion from the stove or stoves; (3) air flues, horizontal and of the same length as the smoke flue, and almost surrounding it, or each of them, the air traversing underneath each smoke flue and the sides of each and for about two-thirds of the width of each of their upper surfaces, for the purpose of heating the air and regulating the temperature of the hot gases passing in the smoke flues, air and gases mingling when they issue from the adjacent outlets at the end farthest from the stove or stoves; (4) a chamber or chambers constructed above the air and smoke flues, the floor of each chamber being the roof of the air and smoke flues belonging to it underneath; (5) doors in the sides of such chamber or chambers for admission and egress of racks or "horses" on which the rubber to be dried or smoked is hung; (6) baffle plates in the chamber or chambers for directing the currents of mixed air and smoke in a zig-zag path through the length of the chamber or chambers and over and down and under and up the racks or horses on which the rubber is hung; (7) a chimney at the same end of the chamber or chambers as the stove or stoves so that the air and smoke is made to pass the stove or stoves along the underside of the chamber or chambers and back through the chambers, and over and under the baffle plates.

The claims are:

A chamber, horses, smoke stove, smoke flue, air duct in combination as described.

882 .. 11 73

- In a chamber as described the reheating of the heated air and smoke by making it double back over the flue, and duct from whence it has just come, thus utilizing the waste heat which is more easily taken up by moving than by still air.
- In a chamber as described horses for putting the rubber on guided in position when being drawn in and out as described giving great accessibility and capacity to the chamber.

4. In the above combination a smoke stove having inverted channel fire bars with cast on perpendicular vanes for heating the air for evaporating and carrying away moisture from the rubber and itself heating air duct, smoke flue, and chamber, and evaporating and carrying away moisture from the rubber and smoke curing the rubber.

5. In the above combination a smoke flue beneath and traversing the length of chamber conducting smoke away from the chimney so that it may double back through the chamber in a horizontal direction to the chimney, and at the same time giving up its waste heat to an air duct and the chamber by this means a long flue is obtained without waste of heat and preventing the rubber being in too direct contact with the products of combustion from the stove which might overheat and injure the rubber.

6. In the above combination an air duct beneath and traversing the length of the chamber conducting air heated by waste heat from the stove, fire bars, and smoke flue away from the chimney to the chamber so that it may double back through the chamber in a horizontal direction to the chimney and at the same time the duct giving up its waste heat to the chamber and reheating the smoke air and vapour above as it passes towards chimney.

One sheet of drawings.

E. HUMAN. Registrar of Patents.

COMMITTEE NOTICES. ROAD

Branch Road from Norwood Bridge to Maskeliya and Moray.

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 maintenance of the above road for the year ending September 30, 1916. the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:--

(Estimate No. D 324 of 1915-16.)

Government moiety Rs. 4,900 Private contributions Rs. 4.949

1st section, 23:11 lines

Total acreage, 16,725-Moiety of cost, Rs. 222:55 Sectional rate, '0133c.—Total rate, '0133c.

Amount. Proprietors or Agents. Estates. Acreage. Rs. The Eastern Produce and Estates Com-

.. Norwood 1st to 3rd section, 99:14 lines.

pany, Ltd.

Total acreage, 15,843—Moiety of cost, Rs. 732.02-Sectional rate, '0462c.—Total rate, '0595c.

Mackwood & Co. .. New Valley 457 .. 27 18 M. Elton Lane .. Haloowella 294 ... ٠.

1st to 5th section, 190.83 lines.

Total acreage, 15,092—Moiety of cost, Rs. 882 88— Sectional rate, '0584c.—Total rate, '1179c. M. Elton Lane .. Rockwood 99 .. 11 68 ٠.

1st to 7th section, 270.86 lines.

Total acreage, 14,993—Moiety of cost, Rs. 770 62— Sectional rate, '0513c.—Total rate, '1692c.

A mount. Acreage. Proprietors or Agents. Estates. Rs. c. F. H. Gossage .. Maskeliya **3**72 ... 63 2

1st to 8th section, 323.66 lines.

Total acreage, 14,621—Moiety of cost, Rs. 508:42-

ĺ	Sectional ra		·0347c.—Tota				
į	J. M. Robertson &	Co.	Glentilt		448	91	48
	Sir Thomas Lipton		Bunyan		308	62	89
	Do.				$255 \dots$	52	6
١	J. M. Robertson &				588	120	8
I	C. E. Wedd		Queensland		$281 \dots$	57	37
	J. M. Robertson &	Co.	Craighill	\mathbf{and}			
l			Lanka		204	41	65
ļ	Whittall & Co.		Bloomfield		$262 \dots$	53	49
ĺ	\mathbf{Do} .		Mottingham		$258 \dots$	52	68
ĺ	A. P. Juckes		Dunottar		187	38	18
ļ	Colombo Commer	cial					
į	Company, Limite	$^{\mathrm{d}}$	Emelina ·		$205 \dots$	4 I	86
	Whittall & Co.				$256 \dots$	52	27
	Do.	٠.	Caskieben		$206 \dots$	42	6
	Do.		Midlothian		244	49	82
i	J. M. Robertson &				441	90	6
l	William Rollo (Geor						
ľ	Steuart & Co.)			• •	377	76	
l	Do.	٠.	Bargrove		205		
ı	C. B. Prettijohn		Strathspey		231		
	G. B. de Mowbray	٠.	Dotale		108	22	4
l	W. W. Hood (C.					90.0	
١	Hood)		$\mathbf{Braemer}$		151		
ł	C. H. Hood		Kelaniva		191	38 9	9

1st to 9th section, 363 · 26 lines.
Total acreage, 9,215—Moiety of cost, Rs. 381·31—
Sectional rate, ·0413c.—Total rate, ·2452c.

Sectional ra	te, ·0413c	Total rate,	2452c.						
Proprietors or Ag	ents. E	states. A	creage.	Rs.	c.				
Geo. Steuart & Co.	Brownl	ow and							
	Tarf	• •	583	143	17				
Do.	Gangaw	zatta	_		66				
E. & H. A. Webb	Mousak	ele	278	68	26				
	Ekolsur	ad	310	76	12				
C. H. Hood F. R. Chapman	Nyanza	٠		97	49				
Whittall & Co.	Luccon	and and							
	\mathbf{Heat}	hfield	478	117	38				
Do.	Ruther	ford	$276 \dots$	67	77				
Lambert L. Pieris	Hapuga	astenne	6 06	148	79				
Ist to	11th section	a, 402 · 86 lin	ies.						
Total acreage,				30					
Sectional ra	te. '0624c	-Total rate	. 3076c.	, -					
Geo. Steuart & Co.					71				
T) -	Bittern	9	169						
P. C. Adams	Rikerte	on and Leas	100	02	o				
1. C. Adams	ton	m and Deas	- 596	183	61				
		_		100	01				
		a, 420 · 28 lin		• 4					
Total acreage,	5,048—-Moie	ty of cost, i	Ks. 167' /	4					
Sectional ra	te, '0332c	- Lotal rate,	, '34∪8c.						
A. N. Greig	Laxapa		0.00	ຄດະ	~ 0				
G D.2.	and d	John's Land	920	290	50				
S. Price	Diantyi	·e	208	100	55				
Do.	St. And	re rew's	041	108	20				
C. Johnson	Damou	sie	142	10	02				
Do.	Situage	anga nga	140	50	04				
A. N. Greig				02	00				
lst to	13th section	i, 473·08 lin	es.	_					
Total acreage,	3,035—Moie	ty of cost, R	ks. 508°4	2—					
Sectional	rate, 1 675 c	.—Total rat	e, ·5083	3.					
E. H. Etches	Forres		387	196	9				
*	* ***	~10.00 li							
Ist to	14th section	, 513.80 line	88. 200.1	Λ					
Total acreage, 2	,648—Woie	ty of cost, K	S. 392°1'	U					
Sectional ra	te, '14%0c	-rotarrate,	орозе.						
Uplands Tea Esta	tes								
Co.		and Valla-			_				
	dolid	• •	46 1						
Do.	Geddes								
Do.	Corfu								
Do.	Cortu Rajama	ше	212	139	25				
R. MacLure	Garano.	ie dioup,							
		field, Gart-							
•	more,	${f Bevys}$, and	0.40	~ ~ ~					
		nore		557	3				
S. B. Bell	Adam's	Peak	74 2	487	40				
		(T-4-1	_	0.47					
		Total	4	,947	36				
37 D T	,		_	040	_				
N. B.—Private co		014 15	4	,949					
Unexpende	d balance, 1	914-19	• •	1	υ±				
Amount to hame	rromod on co	count of 101	15_16 4	047	36				
Amount to be reco	vereu on ac	count of 191	.U10 4,	341	JU				
Which arms the -	monrietore	manadora o	r aganta	of +	he				
Which sums the p	oroprietors,	managers, C	nto the C	or o	iol				

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury Colombo on or before June 25, 1916.

Treasury, Colombo, on or before June 25, 1916.

Provincial Road Committee's Office,
Kandy, June 8, 1916.

C. S. VAUGHAN,
Chairman.

Duckwari-Cottaganga 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 the maintenance of the above road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 263 of 1915-16.)

		•
Government moiety	٠.	Rs. 400
Private contributions		Rs. 404

lst section, ½ mile.

Total acreage, 2,084—Moiety of cost, Rs. 114.74—	_
Sectional rate, '0550c.—Total rate, '0550c.	

Proprietors or Agent		nts.	Estates.	Acreag	-	Amount Rs. c		
Ranagala Tea Sinclair)		`••	Ranwella section, 13			11	1	

Total acreage, 1,884—Moiety of cost, Rs. 286.96— Sectional rate, 1523c.—Total rate, 2073c. Galaha Ceylon Tea Estates

and Agency Company,

N. B.—Private contributions

Limited M. L. Wilkins C. J. Pattenson	Cottaganga Gonawela New Tunis-			
C. S. Lacterson	gala and Gi- rindiella		152 21	

Total .. 401 70

Rs. c.

404

Unexpended balance, 1914–15 . . 2 30

Amount to be recovered on account 1915–16 . . 401 70

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before July 3, 1916.

Provincial Road Committee's Office,
Kandy, June 20, 1916.

C. S. VAUGHAN,
Chairman.

Ulapane-Riverside Branch Road.

(Culverts.)

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 building 2 culverts on the 3rd mile between existing culverts 39 and 41 on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the following estates at the rate of '1908c. per acre to make up the private contribution:

(Estimate No. D 561 of 1915-16.)

Government moiety Private contribution	Rs. 212·50 Rs. 217·81							
Proprietors or Agents. Messrs. Lee, Hedges & Co. and Selby Han-	Estates.	A	creag		Amor Re.			
bury Sirimale Duraya The Korale Estates Co. (Messrs. Cumberbatch & Co., Agents; G. G. West-	Kanapediwatta Mahugahena	••	3 93 65	••	75 12	2 41		
land) The English and Scottish Co-operative Wholesale Societies	Riverside	•	390	••	74	4 5		
and Geo. Benzie Do		• •	195	• •	$\frac{18}{37}$ ${217}$	22		

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before July 1, 1916.

Provincial Road Committee's Office, C. S. VAUGHAN, Kandy, June 19, 1916. Chairman.

Ulapane-Riverside 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 the maintenance of the above road for the year ending September 30, 1916, the Provincial Road Committee, acting under the provisions of

"The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—	Amount. Proprietors or Agents. Estates. Acreage. Rs. c. The English and Scot-
(Estimate No. D 280 of 1915-16.)	tish Co-operative
Government moiety Rs. 1,200	Wholesale Societies
Private contributions Rs. 1,212	and Geo. Benzie Dambagalla 98 32 91
1st to 2nd section, 1 mile.	Do Nugawella 195 65 50
Total acreage, 1,601—Moiety of cost, Rs. 279 82—	7th, 8th, and 9th sections, 1:32 miles.
Sectional rate, 1747c.—Total rate, 1747c. Amount.	Total acreage, 683—Moiety of cost, Rs. 369·35— Sectional rate, 5400c.—Total rate, 5400c.
Proprietors or Agents. Estates. Acreage. Rs. c. The English and Scot-	The Korale Estates
tish Co-operative	Co. (Messrs. Cum-
Wholesale Societies Mahavilla 321 56 11	berbatch & Co., Agents: G. G. West-
Do. (Gec. Benzie) Weli-ganga and	land) Riverside 390 210 91
Halgolla 204 35 65	The English and Scot-
Messrs. Lee, Hedges & Co. and Selby Han-	tish Co-operative
bury Kanapediwatta 393 68 69	Wholesale Societies
The Korale Estates	and Geo. Benzie Dambagalla 98 52 99
Co. (Messrs. Cum-	Do Nugawella 195 105 45
berbatch & Co.,	
Agents; G. G. West-	Abstract.
land) Riverside 390 68 17 The English and Scot-	Rs. c.
tish Co-operative	Mahavilla estate / 163 94
Wholesale Societies	Weli-ganga and Halgolla 104 18
and Geo. Benzie Dambagalla 98 17 12	Kanapediwatta 200 71
Do Nugawella 195 34 8	Riverside 410 9 Dambagalla 103 2
3rd, 4th, 5th, and 6th sections, 2 miles.	Dambagalla
Total acreage, 1,666-Moiety of cost, Rs. 559.64-	Mahugahena 21 84
Sectional rate, '3359cTotal rate, '3359c.	
The English and Scot-	1,208 81
tish Co-operative	**************************************
Wholesale Societies. Mahavilla 321 107 83 Do. (Geo. Benzie) Weli-ganga and	Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial
Do. (Geo. Benzie) Weli-ganga and Halgolla 204 68 53	Treasury, Colombo, on or before July 3, 1916.
Messrs. Lee, Hedges &	Private contribution Rs. 1,212.00
Co. and Selby Han-	Unexpended balance, 1914-15, 3-19
bury Kanapediwatta 393 132 2	o hosponaet balance, 1011 15 ,,
Sirimala Duraya Mahugahena 65 21 84	Amount to be recovered on account
The Korale Estates Co. (Messrs, Cum-	1915–16 Rs. 1,208 · 81
Co. (Messrs, Cum- berbatch & Co.,	
Agents; G. G. West-	Provincial Road Committee's Office, C. S. VAUGHAN.
land) Riverside 390 131 1	
St. Margarets-Kirk	

St. Margarets-Kirklees Branch Road.

NOTICE is hereby given that the Provincial Road Committee, acting under section 22 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate interested in the above road for its share of the seventh instalment of the planters' contribution towards the cost of construction, which falls due on June 30, 1916, and the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury the following contributions:—

(Estimate No. 280. Sanctioned August 17, 1914.)

Government moiety Rs. $59,500 \cdot 00$ Private contribution Rs. $60,987 \cdot 50$ 1st to 7th section, $3\frac{1}{2}$ miles.

Total acreage, 3,682—Estates' contribution, Rs. 40,443·65—Sectional rate, Rs. 10·9838c.—Total rate, Rs. 10·9838c.

Proprietors or Agents.	Estate.	Acreage.	To Amo du		Amour alread paid.	ly	Balan Amou due d Revise Estima	nt on ed	4 Per on Ba due Half-	year e 30,	Contril on Sev Instali	enth		tal ount e.
T ~ ~			Rs.	c.	$\mathbf{Rs.}$	c.	$\mathbf{R}\mathbf{s}$.	e.	$\mathbf{Rs.}$	c.	Rs.	c.	Rs.	c.
J. G. Sinclair and N. S. Mansergh (R. G. Con-														
₹	Blairlomond	518	5,689	79.,	4,301	4 0	1,388	39.	27	76	694	18	721	94
		1st t	to 8th	sectio:	n, 4 mi	les.								
Total acreage, 3,164—	Estates' contribu	ition, Rs.	4,889	93—8	Section	al rate	, Rs. 1	545	4c	Total:	rate, R	. 12 · 5	29 3c.	
Lanka Plantations Com- pany (J. M. Robertson														
1 2 1	Rappahannock	474	5,939	5	4,508	91	1,430 1	4	28	60	715	6	743	66
		1st to	lith	section	n, 5½ m	iles.								
Total acreage, 2,690—I	Estates' contribu	tion, Rs.	15,653	•92-	Section	al rat	e, Rs. 5	81	93c.—	-Total	rate, R	s. 18·3	3217c.	
	Gampaha	8661	5,890	17	12,078	81	3,811 30	ð.,	76	23	1,905	68 1	,981	91
Kirkless Estates Co. (Harrisons & Crossfield)	Kirkless	1,0771	9,761	80	15,021	784	1,740	≥	94	81	2,369	9 92 ,	464 8	30

Proprietors or Agents. Mrs. Fanning Patterson	Estate.	Acre	age.	Total Amount due.		Amount already paid.		Balan Amou due o Revis Estima	$rac{nt}{ed}$	4 Pe on B du	rest at r Cent. alance e for -year 0, 1910	Contril on Sec Instal	venth	To Amo	ount
	Allagolla		375	6,880	87	5,230	47.	. 1,650	40.	. 33	1	825	22	858	23
don (F. J. Whittall)	Lucky land	• •	372	6,825	82	5,188	62.	. 1,637	20	32	74	818	61	851	35
*				60,987	50	46,329	99	14,657	51	293	15	7,328	74	7,621	89
Provincial Road Com Kandy, June 20		e,									C	S. VA		n, irman	

Bevilla-Digowa Estate Road.

WITH reference to the Government Notification dated August 6, 1914, and published in the Government Gazette No. 6,648 of August 14, 1914, sanctioning the construction of the road from Bevilla to Digowa estate under the Estates Roads Ordinance, No. 12 of 1902, and notice dated June 8, 1915, and published in the Government Gazette No. 6,722 of June 18, 1915, notice is hereby given that the Local Committee for the said road has reported to the Provincial Road Committee of the Province of Sabaragamuwa that the construction of the road has been completed except the bridge over the Gomala-oya and the necessary approaches to it, and that the interested estates have been assessed for the expenditure incurred from January 1, 1915, at the acreages and for the sections set forth in the subjoined schedule.

Whereas the Provincial Road Committee of the Province of Sabaragamuwa do hereby notify that, acting under the provisions of section 19 of the said Ordinance, the said Committee will on Friday, July 21, 1916, at 2 r.m., at their office in Ratnapura, proceed to consider and confirm the assessment made by the Local Committee. And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

SCHEDULE REFERRED TO.

	S	CHEDULE REFE	RRED	то.							
	Section A from	n Digowa to Tat	uwale	akanda boundary.					•		
	3	lst section, ½		•			٠.	ontri	hut	ione	
Proprietors or Agents.		ist scotton, 2	111116	Estate.		Acrea			3.		s. c.
Messrs. L. Bayly and G. A. Tall				Digowa		544	_				
Nagolla (Ceylon) Rubber and Te			on &	Digowa	• •	9.44	• •	อบช	4 0		
Co., Agents		., messis. oars	on w	Manikanda		437		411	51		
,		• •	• •		•	101	-				0 96
		2nd section,	$\frac{3}{2}$ mile	·.							
		Nil.	-								
Section B from Tatuwale	akand a b ound ary i				a, a	distan	ce of	$1\frac{1}{2} m$	ïle.		**
		1st section, $\frac{1}{2}$	mile.	•					*	-	
		Nil.	,								
Manuscot Dominand C A Tall	- a h	2nd section, $\frac{1}{2}$	mile			~44		949	~		
Messrs. L. Bayly and G. A. Talk Nagolla (Ceylon) Rubber and Te	00t Diantation I to	Mogara Cara	on b	Digowa	• •	544	• •	343	7	} .	
Co., Agents	a Hantanon, Lu	Messis. Cars		Manikanda		437		277	96		
Hon. Mr. A. J. R. de Soysa	••	••			• •	340	• •	215	-	•	
Tion, and . 11. o. 10. de soysu	• •	• •	••	x ara w anaxanaa	• •	010	• •	210		838	5 95
		3rd section, $\frac{1}{2}$	mile.	•						000	, ,,
Messrs. L. Bayly and G. A. Talb	ot	•••		Digowa		544		$\tilde{5}33$	37		
Nagolla (Ceylon) Rubber and Te		l., Messrs. Carso	on &	0							
Co., Agents	• •			Manikanda		437		430	83		
Hon. Mr. A. J. R. de Soysa	• •			Tatuwalakanda		340	٠.	335	21		
										1,299	41
		rges on account	•								
Messrs. L. Bayly and G. A. Talb	ot			Digowa	• •	544	• •	116	38		
Nagolla (Ceylon) Rubber and Te		., Messrs. Carso		Man 3 d .		497		0.4	•		
Co., Agents	• •	• •	••		• •	$\begin{array}{c} 437 \\ 340 \end{array}$	٠.	94 73			
Hon. Mr. A. J. R. de Soysa	• •	• •	• ` •	Tatuwalakanda	• •	940	• •	10	10	283	55
										3,339	87
							•	`			
Proportionate Cost of Section	C from Ambanpi	tiya at the Sitar	vaka-	ganga to Bevilla c	art r	oad, a	dista	nce of	f 2 [miles.	
		ction, ½ mile ne	ar th					-			
Messrs. L. Bayly and G. A. Talb	ot.		• •	Digowa	• •			,568	30		
Nagolla (Ceylon) Rubber and Te Co., Agents	a Plantation, Ltd	I., Messrș. Carso	n &	36 2 7							
			• •	Manikanda	• •			,257			
Hon. Mr. A. J. R. de Soysa	• •	• •	• •	Tatuwalakanda	• •	340	4	,090		15,855	70
		2nd section, ½	mile							19,000	1-
Messrs. L. Bayly and G. A. Talb	ot	211a 90001011, 2		Digowa		544	9	,228	29		
Nagolla (Ceylon) Rubber and Te	a Plantation. Ltd	Messrs, Carso		2.60	•	011	•••	,==0 2			
Co., Agents	••	••	•••	Manikanda		437	1	.799	94		
Hon. Mr. A. J. R. de Soysa		:		Tatuwalakanda				400			
Mr. J. B. M. Perera				Panvilla				774 3			
										6,202	18
		3rd section, $\frac{1}{2}$	mile.								
Messrs. L. Bayly and G. A. Talbe	ot			Digowa	• •	544	2,	107 9	90		
Nagolla (Ceylon) Rubber and Tes	a Plantation, Ltd.	., Messrs. Carso		35 11 3		40-	_				
Co., Agents	• •	• •	• •	Manikanda	• •			702 6			
Hon. Mr. A. J. R. de Soysa Mr. J. B. M. Perera	• •	• •	• •	Tatuwalakanda	• •	340		$324 \ 57$			
mr. o. D. M. Ferera	• •	••	٠٠ غ	Panvilla	• •	180	3	732 5)1 ,	5,867	gę
			婚						_	4,001	uv

4th section, ½ mile.

Contributions.

Proprietors or Agents.			_	\mathbf{A} c	reage	m Rs.	c.	(i Bi.	Ç.	
Messrs. L. Bayly and G. A. Talbo				\mathbf{Digowa}		544	3,812	2 0	~~	١,
Nagolla (Ceylon) Rubber and Tea	Plantation,	Ltd., Messrs. (Carson &				5 0 = 0	0.0		
Co., Agents	• •	• •	• •	Manikanda		437	3,079			
Hon. Mr. A. J. R. de Soysa				Tatuwalakanda		340	2,395		,	
Mr. J. B. M. Perera	• •	• •		Panvill a		180	1,324	76	10.610	17
	5:	th section, $\frac{1}{6}$ m	ilo noon I	Rovillo					10,612	,1 /
Messrs. L. Bayly and G. A. Talbo				Digowa	į	544	690	4		
Nagolla (Ceylon) Rubber and Tea	Plantation.		arson &	151go w a	•• •	311	000	-		
Co., Agents				Manikanda		137	557	39		
Hon. Mr. A. J. R. de Soysa	••	• • •	• • • • • • • • • • • • • • • • • • • •	Tatuwalakanda			433			
Mr. J. B. M. Perera	:;	• •	• • • • • • • • • • • • • • • • • • • •	Panvilla			239	mr 7		
MI. 5. D. MI. 1 61614	••	• •	• • •	I dii viita	•••	100			1,920	89
	General c	harges on accor	int of the	whole sections.						
Messrs. L. Bayly and G. A. Talbo		••		T .	(544	2,821	69		
Nagolla (Ceylon) Rubber and Tea	Plantation.	Ltd., Messrs. C	Carson &	*			<i>b</i>			
Co., Agents		•••		Manikanda	4	137	2,279	27		
Hon, Mr. A. J. R. de Soysa		• •		Tatuwalakanda			1,773			
Mr. J. B. M. Perera		• •		Panvilla			980			
		,		_					7,854	85
								-	48,314	 44
Total Amount due by each	Estate on acc	ount of constru	ction fron	ı January 1, 1918	i, on s	ection	s A, B, a	ınd (_
				Sections	Sect	\mathbf{ion}	General			_
. Proprietors or Agents.		Estate.	Acre	eage. A and B.	C	•	Charges		Total!	1
				$\mathbf{R}\mathbf{s}$. \mathbf{c} .	$\operatorname{Rs}.$. с.	$\mathrm{Rs.}$	c.	${ m Rs.}$	Ĉ.
Messrs. L. Bayly and G. A. Talbo	t	Digowa	54	4 1,385 89	15,34	673.	. 2,938	7	19,070	69
Nagolla (Ceylon) Rubber and Tea	Plantation,			•						٦,
Ltd., Messrs. Carson & Co., Age		Manikanda	43	37 1,119 60	12,39	6 54.	. 2,373	29.∵	15.88 9	43
Hon. Mr. A. J. R. de Soysa		Tatuwalakan	da 34							
Mr. J. B. M. Perera		Panvilla	18	0 —	3,07	l 41.	. 980	55	4,001	96
								_		-1
				3, 0 56 32	40,45	9 59	8,138	40	51,654	31
Provincial Road Committee's Office,					A. N. S	 \TR4	inc.			
Ratnapura, June 17, 1916.					N	~	-ye-, ∨-, y			
Ratnapura, June 17, 191	6.						fo	r Ch	airman	

TRADE MARKS NOTICES.

Application No. 1,075.

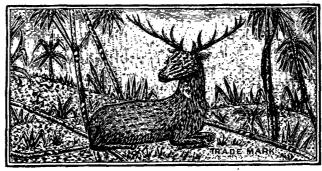
IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. Miller and Company, of Colombo, Merchants, who claim to be the proprietors of the following Trade Mark, have applied for the registration of the same in their name, in respect of fermented liquors and spirits in Class 43 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the distinctive device and the word "Heather," and the applicants disclaim any right to the exclusive use of the added matter.

Registrar-General's Mice, Colombo, June 21, 1916, Application No. 1,077.

In compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances of 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Mr. C. M. Mohamed Hassen, of No. 37, Main street, Pettah, Colombo, who claims to be the proprietor of the following Trade Mark, has applied for the registration of the same in his name in respect of perfumed soap in Class 48 in the Classification of Goods in the above-mentioned Regulations:—

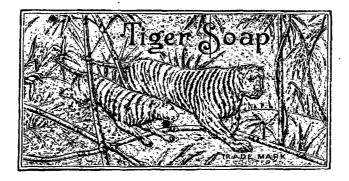


The essential particular of the Trade Mark is the device of a stag, and the applicant disclaims any right to the exclusive use of the words "Trade Mark."

Registrar-General's Office, Colombo, June 14, 1916. W. L. KINDERSLEY, Registrar-General.

Application No. 1,078.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances No. 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Mr. C. M. Mohamed Hussen, of No. 37, Main street, Pettah, Colombo, who claims to be the proprietor of the following Trade Mark, has applied for the registration of the same in his name in respect of perfumed soap in Class 48 in the Classification of Goods in the above of intioned Regulations:—



The essential particular of the Trade Mark is the device of two tigers, and the applicant disclaims any right to the exclusive use of the words "Tiger soap" and "Trade Mark."

Registrar-General's Office, Colombo, June 14, 1916. W. L. KINDERSLEY, Registrar-General.

Application No. 1,079.

IN compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances os. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that The Times of Ceylon Company, Limited, of Colombo, have applied for the registration of the following Trade Mark in the name of Messrs. Thos. Harrison & Company (Doptford), Limited, of Canal Bank Black Horse Bridge, Deptford, London, S. E., who claim to be the proprietors thereof, in respect of asphalte in Class 17 in the Classification of Goods in the above-mentioned Regulations:—



. This Trade Mark is declared to have been in use before the coming into operation of the "Trade Marks Ordinance, 1888."

Registrar-General's Office, Colombo, June 21, 1916. W. L. KINDERSLEY, Registrar-General.