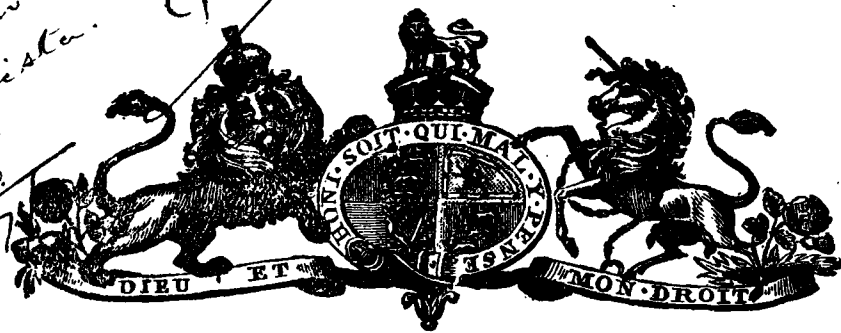


Enclosed in
 2 dts. Registers.
 9/7/18



Ceylon Government Gazette

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Part I.—General.

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

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PROCLAMATIONS.

In the Name of His Majesty GEORGE THE FIFTH, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

PROCLAMATION.

By His Excellency REGINALD EDWARD STUBBS, Esquire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Officer Administering the Government of the Island of Ceylon, with the Dependencies thereof.

R. E. STUBBS.

KNOW Ye that We, the Officer Administering the Government, in exercise of the powers in Us vested by section 32 of "The Pawnbrokers Ordinance, 1893," do by this Our Proclamation appoint that the said Ordinance shall have effect within the limits of the Sanitary Board towns of Yatiyantota, Dehiowita, and Rambukkana, in the Province of Sabaragamuwa, set out in the Schedules A, B, and C hereto, as from and after August 1, 1918.

Given at Colombo, in the said Island of Ceylon, this Twenty-seventh day of June, in the year of our Lord One thousand Nine hundred and Eighteen.

By His Excellency's command,
 A. S. PAGDEN,
 Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE A REFERRED TO.
 Within the limits of the Sanitary Board town of Dehiowita.

SCHEDULE B REFERRED TO.
 Within the limits of the Sanitary Board town of Yatiyantota.

SCHEDULE C REFERRED TO.
 Within the limits of the Sanitary Board town of Rambukkana.

In the Name of His Majesty GEORGE THE FIFTH, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

PROCLAMATION.

By His Excellency REGINALD EDWARD STUBBS, Esquire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Officer Administering the Government of the Island of Ceylon, with the Dependencies thereof.

R. E. STUBBS.

WHEREAS by the 17th section of the Ordinance No. 16 of 1865 it is enacted that it shall be lawful for the Governor, with the advice and consent of the Executive Council, by Proclamation in the *Government Gazette*, to establish a police force in any rural district, after receiving from the Government Agent of the Province the

application of the proprietors of at least two-thirds of the acreage of estates in such district and the Government Agent's report thereon, from such time as shall be therein named :

And whereas the Government Agent of the Province of Sabaragamuwa has forwarded to the Governor an application by the proprietors of at least two-thirds of the acreage of estates in the We-ganga Valley district, in the Province of Sabaragamuwa, together with his report thereon :

Now know Ye that We, the Officer Administering the Government with the advice and consent of the Executive Council, do hereby establish, as from and after the date of this Proclamation, a police force at Mahawala, in the We-ganga Valley district, in the Province of Sabaragamuwa, the limits of which district shall be as enumerated in Schedule A hereto annexed, and introduce the clauses of the said Ordinance in the said district appearing in Schedule B.

Given at Colombo, in the said Island of Ceylon, this Third day of July, in the year of our Lord One thousand Nine hundred and Eighteen.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE A.

The limits of the district are :—

The wasams of Doloswala, Nivitigala, Noragalla, Delwala, and Karawita and such portions of Yainna wasama as are included in Houpe and Dalukgala estates and such

portion of Panawenna wasama as is included in Poronuwa estate.

SCHEDULE B.

The whole Ordinance, so far as the same is applicable to rural police, and with the exception of clauses 84, 95, and 97 thereof.

In the Name of His Majesty GEORGE THE FIFTH, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

PROCLAMATION.

By His Excellency REGINALD EDWARD STUBBS, Esquire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Officer Administering the Government of the Island of Ceylon, with the Dependencies thereof.

R. E. STUBBS.

WHEREAS the District School Committee of Kalutara have, in pursuance of section 19 of the Rural Schools Ordinance, No. 8 of 1907, as amended by Ordinance No. 34 of 1917, made the by-law set forth in the schedule hereto for the school district of Kalutara, Western Province :

Now know Ye that We, the Officer Administering the Government of Ceylon, in exercise of the powers vested in Us by section 20 (2) of the said Ordinance, and with the advice of the Executive Council, do hereby confirm the by-law set forth in the said schedule.

Given at Colombo, in the said Island of Ceylon, this Fourth day of July, in the year of our Lord One thousand Nine hundred and Eighteen.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

By-law referred to.

~~Any person who desires to open a school or give instruction in English or in any other language in any schoolroom or in any building not previously used by him for the purpose to any class or classes attended by children of school-going age shall be bound to notify such intention to the nearest Education Inspector or Sub-Inspector at~~

least one month before commencing such school work or instruction, and thereafter to supply such information as may be required by the Director of Education with regard to his class or classes and the course of instruction he proposes to give therein.

In the Name of His Majesty GEORGE THE FIFTH, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

PROCLAMATION.

By His Excellency REGINALD EDWARD STUBBS, Esquire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Officer Administering the Government of the Island of Ceylon, with the Dependencies thereof.

R. E. STUBBS.

KNOW Ye that We, the Officer Administering the Government of Ceylon, in exercise of the powers in Us vested by section 256 of "The Criminal Procedure Code, 1898," as amended by "The Criminal Procedure Code (Amendment) Ordinance, No. 8 of 1913," do hereby exempt from service as a Juror in the Supreme Court the person named below during the period of the war :—

Mr. H. A. Martin, Financial Assistant and Accountant, Colonial Treasury, Colombo.

Given at Colombo, in the said Island of Ceylon, this Twenty-seventh day of June, in the year of our Lord One thousand Nine hundred and Eighteen.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

GOD SAVE THE KING.

IN the Name of His Majesty GEORGE THE FIFTH, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

PROCLAMATION.

By His Excellency REGINALD EDWARD STUBBS, Esquire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Officer Administering the Government of the Island of Ceylon, with the Dependencies thereof.

R. E. STUBBS.

KNOW Ye that We, the Officer Administering the Government of Ceylon, with the advice and consent of the Executive Council, in the exercise of the powers in Us vested by "The Police Ordinance, 1865," as amended by "The Police Amendment Ordinance, No. 39 of 1916," and in pursuance of the necessary determinations and appointments made under section 34 of the said Ordinance, do hereby declare that, for the purpose of the tax payable under the said section in respect of the expenses of the police payable by the town of Bandarawela (as defined by the Proclamation dated June 13, 1918), We do appoint the percentage of 2½ per centum as the percentage payable as from and after July 1, 1918, on the *bona fide* annual value of the houses, buildings, lands, and tenements liable under the said section, subject to the exceptions in the said section contained.

Given at Colombo, in the said Island of Ceylon, this Fifth day of July, in the year of our Lord One thousand Nine hundred and Eighteen.

By His Excellency's command,

GOD SAVE THE KING.

A. S. PAGDEN,
Acting Colonial Secretary.

APPOINTMENTS, &c.

No. 200 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments:—

Mr. H. A. BURDEN to be, in addition to his own duties, Assistant at Nuwara Eliya to the Government Agent, Central Province, and Local Authority under the Petroleum Ordinance for the District of Nuwara Eliya, *vice* Mr. M. M. WEDDERBURN, for three days from July 1, 1918, or until the resumption of duties by that officer.

Mr. M. T. AKBAR to be Additional District Judge, Colombo, for July 5, 1918.

Mr. W. K. H. CAMPBELL to be, in addition to his own duties, Additional District Judge, Mannar, for July 3, 1918.

Mr. J. H. VANNIASINKAM to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Jaffna, *vice* Mr. P. E. PIERIS, from July 6 to 10, 1918, or until the resumption of duties by that officer.

Mr. F. VAN ROOYEN to be Additional Commissioner of Requests and Additional Police Magistrate, Matale, and Additional Commissioner of Requests and Additional Police Magistrate, Dumbara, with effect from July 12, 1918, or until further orders.

The Notification regarding Mr. VAN ROOYEN dated April 9, 1914, and appearing in *Government Gazette* No. 6,619 of the same date, is cancelled as from July 12, 1918.

Mr. C. P. ANDERSON to be a Justice of the Peace and Unofficial Police Magistrate for the District of Matale, *vice* Mr. J. A. M. BOND, who has left the Island.

Mr. W. A. AMARASEKERA to be a Member of the Plant Pests Board for the Revenue District of Matara, *vice* Mr. S. J. SANTIAGOPULLE, deceased.

Mr. H. P. B. DAULAGALA to act as Inquirer for Kandukara Ihala korale in Udapalata division, *vice* Mr. D. C. WEERAKKODY, from July 4, 1918, to August 4, 1918, or until the resumption of duties by that officer.

By His Excellency's command,

Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 5, 1918. Acting Colonial Secretary.

No. 201 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to order that Mr. A. H. G. DAWSON be attached to the Censor's Office from June 29 to July 1, 1918, inclusive.

By His Excellency's command,

Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 29, 1918. Acting Colonial Secretary.

No. 202 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to order that Mr. G. N. LOGGIN be attached, in addition to his own duties, to the Censor's Office, with effect from July 15, 1918, until further orders.

By His Excellency's command,

Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 28, 1918. Acting Colonial Secretary.

No. 203 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to order that Mr. A. S. CROW be attached, in addition to his own duties, to the Censor's Office, with effect from July 2, 1918, until further orders.

By His Excellency's command,

Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 28, 1918. Acting Colonial Secretary.

No. 204 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to recognize Mr. T. W. CAMPBELL provisionally as Vice-Consul for the United States of America at Colombo.

By His Excellency's command,

Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 29, 1918. Acting Colonial Secretary.

No. 205 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. W. A. DE ALWIS SENEVIRATNE to sign summonses issued from the Municipal Court, Kandy, with effect from July 1, 1918.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 29, 1918. Acting Colonial Secretary.

No. 206 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. STANLEY FREDERICK PEREIRA, of "The Haven," Fort, Matara, to be a Notary Public at Matara and throughout

the judicial division of Matara, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 1, 1918. Acting Colonial Secretary.

No. 207 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. HEWATANTRIGE ROGUS PEIRIS WEERASURIYA SENAVIRATNA, of Nakandapola Weliweriya, Henaratgoda, to be a Notary Public throughout Dandagam peruwa division of Colombo District, with residence and office at Tudella, and to practise as such in the Sinhalese language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 2, 1918. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments:—

CHARLES SENANAYAKA, Head Clerk, Land Registry, Kegalla, to act as Registrar of Lands, Kegalla, for two days from July 1, 1918, during the absence of the Registrar. E. DE S. GUNAWARADANE, on leave, or until further orders,

DON RICHARD RAMANAYAKE provisionally as Registrar of Births and Deaths of Peliyagoda division, and of Marriages (General) of Ragam pattu of Alutkuru korale south division, in the Colombo District of the Western Province, with effect from July 1, 1918, *vice* DON FRANCISU GUNETILLEKE, deceased. His office will be at Ambagahawatta in Wattala.

GAMALATHGE DON DAVITH provisionally as Registrar of Births and Deaths of Padukka division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, with effect from July 1, 1918, *vice* MAHABALAGE DON YAHONIS JAYAWARDENE, deceased. His office will be at Divelewatta in Liyanwala.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 2, 1918. Acting Colonial Secretary.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to confirm KANAPATHIPILLAI ELIYATAMBY in his appointment as Registrar of Marriages (General) of Mannumai pattu north division, in the Batticaloa District of the Eastern Province.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 28, 1918. Acting Colonial Secretary.

THE following appointments under section 3 of Ordinance No. 23 of 1900 and section 7 of Ordinance No. 19 of 1907 are hereby notified:—

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. K. DON PETER to act as Registrar of Births and Deaths of Division No. 2 A of the Colombo Municipality, in the Colombo District of the Western Province, for thirteen days from June 24, 1918, during the absence of the Registrar, Dr. (Miss) W. NELL, on leave. His office will be at "Palmgrove Annexe," No. 1, Jefferson street, Slave Island.

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. WILLIAM PAUL RODRIGO to act as Registrar of Births and Deaths of Division No. 2 B of the Colombo Municipality, in the Colombo District of the Western Province, on June 30, 1918, during the absence of the Registrar, Dr. (Miss) V. F. WIRASEKERA, on leave. His office will be at "Leelands," No. 65, Galle road, Bambalapitiya.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON PAULIS RANASINHE WEERASEKERA to act as Registrar of Births and Deaths of Mahara division, and of Marriages (General) of Adikari pattu of Siyane korale west division, in the Colombo District of the Western Province, for five days from June 27, 1918, during the absence of the Registrar, DON PAULU NANAYAKKARA, on

leave. His office will be at Pamburugahawatta in Kurukulawa.

The Provincial Registrar, Central Province, has appointed Dr. KOBBEKADUWE TIKIRI BANDA to act as Registrar of Births and Deaths of Kandy Municipality division, in the Kandy District of the Central Province, for thirty days from June 29, 1918, *vice* Dr. D. G. KRELTZSHEIM, retired. His office will be at No. 53, Castle Hill street, Kandy.

The Assistant Provincial Registrar, Matara, has appointed HENDALUWA HENDRIK DE SILVA to act as Deputy Medical Registrar of Births and Deaths of Weligama division, in the Matara District of the Southern Province, for three days from June 23, 1918, during the absence of the Deputy Medical Registrar, Mr. S. DE S. GUNATILAKA, on leave. His office will be at the Government Dispensary at Weligama.

The Assistant Provincial Registrar, Matara, has appointed DON ANDREAS SIRIWARDANA to act as Registrar of Births and Deaths of Bengamuwa division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for eight days from June 24, 1918, during the absence of the Registrar, D. H. DE S. SIRIWARDANA, on leave. His office will be at Liyanagedarawatta in Bengamuwa.

The Assistant Provincial Registrar, Jaffna District, has appointed VICTOR BENJAMINE MUTTUVELU to act as Registrar of Births and Deaths of Koppay division, and of Marriages (General) of Valikamam East division, in the Jaffna District of the Northern Province, for thirty days from July 1, 1918, during the absence of the Registrar, J. ARUDPRAGASAM, on leave. His office will be at Valai-valavu in Koppay South.

The Assistant Provincial Registrar, Kurunegala, has appointed DISANAYAKAMUDIYANSELAGE UKKU BANDA to act as Registrar of Births and Deaths of Medapattu korale division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for June 27, 1918, during the absence of the Registrar, W. M. MUDIYANSE, on leave. His office will be at Narangomuwa in Giriulla.

The Provincial Registrar, Ratnapura, has appointed HAPUGAHAKUMBUREMUHANDIRAMALAYE MOHOTTI APURHAMI GUNATILLEKE to act as Registrar of Births and Deaths of Balangoda division, and of Marriages (General) of Meda korale division, in the Ratnapura District of the Province of Sabaragamuwa, for two weeks from June 28, 1918, during the absence of the Registrar, M. A. PUNCHIMAHATMAYA, on leave. His office will be at the permanent Registrar's Office in Balangoda.

Registrar-General's Office, W. L. KINDERSLEY,
Colombo, July 1, 1918 Registrar-General.

IT is hereby notified that C. W. A. BEEBEE, Registrar of Marriages of Mannumai pattu north division, in the Batticaloa District of the Eastern Province, will, with effect from July 1, 1918, hold his additional office at Esplanade House, Church street, in Puliyantivu, instead of at No. 9, St. Michael's street, in Puliyantivu, as notified in *Government Gazette* No. 6,906 of November 2, 1917.

Registrar-General's Office, W. L. KINDERSLEY,
Colombo, July 2, 1918. Registrar-General.

GOVERNMENT NOTIFICATIONS.

WITH reference to the list of pensionable appointments published as Schedule A of the Minute on Pensions dated December 9, 1908, it is hereby notified that the following posts are included in the Railway Clerical Service :—

- | | | |
|--|--|------------------------------------|
| <p style="text-align: center;"><i>Accountant's Department.</i></p> <p>(a) Cashier.</p> | \| | <p>(b) Pay Clerks.</p> |
| <p>(c) Goods Cashier.</p> | \| | <p>(d) Goods Cashier's Clerks.</p> |

2. The following changes in designations in the schedule have been approved by His Excellency the Officer Administering the Government :—

Traffic Department.

“Additional Assistant Traffic Manager” is altered to “Assistant Traffic Manager,” “Under Guards A Class” to “Junior Guards,” “Under Guards B Class” to “Under Guards,” “Assistant Under Guards” to “Probationer Under Guards.”

Way and Works Department.

“Additional Assistant Engineer of Way and Works” is altered to “Assistant Engineer of Way and Works.”

Locomotive Department.

“Additional Assistant Locomotive, Carriage, and Wagon Superintendent” is altered to “Assistant Locomotive, Carriage, and Wagon Superintendent.”

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 29, 1918.

A. S. PAGDEN,
Acting Colonial Secretary.

IN terms of section 24 of the Minute of December 9, 1908, it is hereby notified that the under-mentioned officers, seconded for service, will be allowed to count the period of their temporary employment for pension purposes :—

Name.	Pensionable Appointment.	Seconded Service.
Mr. S. P. Stouter ..	Clerk, Class II., Grade II. ..	} Employment under the administration of German East Africa
Mr. S. Subramaniam ..	Clerk, Class II., Grade III. ..	
Mr. A. A. Chellappah ..	do. ..	
Mr. H. C. Christoffelsz ..	do. ..	
Mr. J. C. Eaton ..	Storekeeper, Railway Stores ..	Storekeeper, Mine-sweeping Department

By His Excellency's command,

Colonial Secretary's Office,
Colombo, July 5, 1918.

A. S. PAGDEN,
Acting Colonial Secretary.

“THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897.”

IT is hereby notified that His Excellency the Officer Administering the Government, in exercise of the powers vested in him by section 4 of “The Quarantine and Prevention of Diseases Ordinance, 1897,” and with the advice of the Executive Council, has been pleased to vary regulation 89 of Part III. of the regulations dated July 25, 1914, and published in *Government Gazette* No. 6,636 of July 31, 1914, in the manner set forth in the schedule hereto.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, July 1, 1918.

A. S. PAGDEN,
Acting Colonial Secretary.

SCHEDULE.

By deleting the words “provided that in no case shall the payment to be recovered exceed Rs. 200 for any one vessel” in regulation 89.

WITH reference to the Notification dated May 29, 1918, and published in the *Government Gazette* of May 31, 1918, notice is hereby given that on and after July 3, 1918, and until the duty is re-imposed, shipments of copra and coconut oil will be allowed free of export duty.

The conditions relative to the payment of export duty at the time of shipment and the subsequent refund are hereby cancelled.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, July 4, 1918.

A. S. PAGDEN,
Acting Colonial Secretary.

HIS Excellency the Officer Administering the Government has received a telegram from the Secretary of State for the Colonies intimating that the Army Council is prepared to accept suitable Ceylonese for service in combatant and other British units, provided that they fulfil the following conditions and are physically fit for enlistment :—

- (1) They must agree to eat the ordinary rations of a British soldier.
- (2) They will receive the same rates of pay as those issuable to a British soldier.
- (3) They must be able to understand and to speak English sufficiently well to make themselves understood.
- (4) They will be posted to existing units according to their medical categories and in accordance with current posting instructions.

2. The Government is prepared to provide unmarried men desirous of availing themselves of these terms with free passages to England, provided that they are recommended by the under-mentioned Committee of Selection which has been appointed by His Excellency to examine applicants :—

Lieutenant-Colonel V. van Langenberg, C. L. I.
Major D. Rockwood, C. M. C.
Captain W. P. D. van der Straaten, C. T. G.

Captain W. A. Dep, C. L. I.
Lieutenant M. T. Akbar, C. T. G.
Mr. Leslie de Saram.

Applicants should present themselves for examination by the Committee which will sit at times and a place which will shortly be notified.

3. Persons in outstations should apply, in the first instance, to the Government Agent of the Province or the Assistant Government Agent of the district, and in towns in which there is no Kachcheri, to the District Judge or the Police Magistrate for railway warrants to enable them to proceed to Colombo and present themselves before the Selection Committee.

4. The dependants of persons proceeding to England and enlisting in the Army under this scheme will be paid separation allowances, if eligible for the same, from Army funds at the rates laid down by the Military Authorities (see particulars appended). Application for separation allowance must be made by the soldier, on enlistment, to the proper authority in England.

Rates of Separation Allowance.

Separation allowances are payable to dependants of unmarried soldiers under certain conditions. The person on whose behalf the claim is made must have been *bona fide* dependent on the soldier for the whole or part of his or her maintenance for a reasonable period prior to enlistment, and the amount of the allowance is governed by a consideration of the degree of dependence and the amount contributed by the soldier prior to enlistment towards the support of the dependant, but in no case will the following maximum rates for a single dependant be exceeded :—

Rank.	Weekly Allowance.		Approximate equivalent in Rupees per Mensem.
	s.	d.	
Corporals and Privates	12	6	37 50
Sergeants	15	0	45 0

Where more persons than one are dependent on a soldier, an additional allowance may be granted.

It should be clearly understood that the above rates are *maximum rates* for a single dependant, and that no more than the amount actually contributed by the soldier will be paid, e.g., if a man contributed Rs. 10 a month to his mother's support before enlistment, the separation allowance due to her would be Rs. 10 a month and not Rs. 37.50.

Colonial Secretary's Office,
Colombo, July 2, 1918.

By His Excellency's command,
A. S. PAGDEN,
Acting Colonial Secretary.

WITH reference to the Notification dated October 20, 1916, and published in the *Gazette* of that date, the following copy of a Royal Warrant is published for general information.

Colonial Secretary's Office,
Colombo, July 3, 1918.

By His Excellency's command,
A. S. PAGDEN,
Acting Colonial Secretary.

The Military Cross.

ROYAL WARRANT OF JUNE 25, 1917, AMENDING THE THIRD CLAUSE OF THE
MILITARY CROSS WARRANT OF AUGUST 23, 1916.

GEORGE R.I.

WHEREAS We deem it expedient that acting or temporary Majors and acting or temporary Chaplains 3rd Class should be considered eligible for the award of the Military Cross :

It is Our Will and Pleasure and We do hereby ordain that the Third Clause of Our Royal Warrant dated August 23, 1916, governing the Military Cross, shall read as follows :—

Thirdly : It is ordained that no person shall be eligible for this Decoration nor be nominated thereto unless he be a Captain, a Commissioned Officer of a lower grade, or a Warrant Officer Class I. or Class II. in Our Army, or Our Indian or Colonial Military Forces, and that the Military Cross shall be awarded only to Officers of the above ranks on a recommendation to Us by Our Principal Secretary of State for War.

Officers not above the substantive rank of Captain who hold the acting or temporary rank of Major, and acting or temporary Chaplains 3rd Class, shall also be eligible.

Given at Our Court at St. James's, this Twenty-fifth day of June, 1917, in the Eighth Year of Our Reign.

By His Majesty's command,
DORBY.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for loading, unloading, and stacking firewood at the following places on week days and Sundays from date of acceptance of the tender to September 30, 1919:—

- (a) Loading into special trains between Negombo and Chilaw.
- (b) Loading into special trains between Waga, Yatiyantota, Ratnapura, and Dela.
- (c) Unloading and stacking at Dematagoda, Colombo.
- (d) Loading into special trains between Haputale and Nawalapitiya.
- (e) Unloading and stacking at Bandarawela.
- (f) Unloading and stacking at Kandy.
- (g) Loading into special trains between Talawa and Vavuniya*.
- (h) Unloading and stacking at Anuradhapura.*

Not less than 100 cubic yards per hour are to be loaded, and not less than 100 cubic yards are to be unloaded and stacked per hour. Rates for each service to be quoted separately.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Controller of Revenue, Colombo.

3. Tenders should be deposited in the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for Loading, Unloading, and Stacking Firewood" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue, Colombo, not later than midday on Tuesday, July 23, 1918.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the General Manager of the Railway, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be Rs. 50 in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

8. The security should be furnished within ten days of acceptance of tender being notified.

9. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.

10. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offer received containing conditions outside the specification will be rejected without question.

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

12. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.

13. Contracts may not be assigned or sublet without the authority of the Tender Board.

14. A Government contractor must not issue a power of attorney to a person whose name is in the defaulting contractors' list authorizing him to carry on the contract.

* Services (g) and (h) are required from October 1, 1918, to September 30, 1919.

General Manager's Office,
Colombo, June 27, 1918.

G. P. GREENE,
General Manager.

1918, and to be completed by September 30, 1919. Details of the work and areas to be exploited are given in the schedule below.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders should either be deposited in the tender box in the office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for Railway Firewood, Uva Division, 1918-19," in the left hand top corner of the envelope and should reach the Office of the Controller of Revenue, not later than midday on Tuesday, August 6, 1918.

5. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, Haputale. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in Government contract. All other deposits will be returned upon signature of a contract.

7. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained.

8. The contractor must not issue a power of attorney to a person whose name is on the list of defaulting contractors authorizing him to carry on the contract.

9. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given engaging to become security for the due fulfilment of the contract.

10. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other necessary information can be obtained upon application at the office referred to in section 5. A further security in cash of 5 per cent. of the value of the contract will be required of the contractor when entering into the bond.

11. Tenderers should read and note a draft contract which is available in the Forest Office, Haputale, before they obtain tender forms.

12. A penalty of 25 per cent. for every cubic yard of firewood not felled or stacked or delivered at the monthly rates specified in the schedule below will be exacted from the contractor.

13. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.

14. The Government reserves to itself the right, without question, of rejecting any or all tenders and of accepting any portion of a tender.

15. A rate per cubic yard delivered must be quoted, written both in words and figures.

16. For any further information application should be made to the Assistant Conservator of Forests, Uva Division, Haputale.

Schedule.

(a) To fell all trees, unless otherwise required standing in blocks marked out, three blocks 16 chains by 3 chains each, two blocks 20 chains by 3 chains each, and three blocks 23 chains by 3 chains each adjacent to the 1917-18 railway blocks at Ohiya, containing approximately 50 acres, or in the additional blocks to be demarcated parallel and behind these blocks if required. Felling is not to be done in more than two blocks simultaneously, and until all the trees felled in any two blocks have been wholly converted into firewood no felling in two further blocks is to be commenced.

(b) Except enumerated trees, all felled trees, together with every other fallen tree whatsoever to be split and converted into firewood so as to yield 30,000 cubic yards

TENDERS are hereby invited for the under-mentioned supply of firewood to the Railway Department from the Uva Division. The work to commence on September 1,

more or less. Each piece of wood to be 3 feet in length and of 2 inches minimum diameter. Billets over 8 inches diameter should be split. All wood over 12 inches in girth to be billeted into 3 feet lengths by hand saw or cross cut saw only. All felling and all splitting of logs to be completed by August 15, 1919.

(c) All firewood immediately after conversion to be removed and stacked (a) alongside the railway line, 142nd milepost, at the minimum rate of 2,000 cubic yards per month.

(b) At the Ohiya station yard at the minimum rate of 775 cubic yards per mensem.

(d) Firewood to be delivered as follows:—

1. At Ohiya station 8,400 cubic yards at 700 cubic yards per mensem. Distance of transport is $1\frac{1}{2}$ to 2 miles.

2. On line at 142nd milepost 21,600 cubic yards at 1,800 cubic yards per mensem, commencing from first Sunday in October, 1918. Distance of transport is $\frac{1}{2}$ to $\frac{3}{4}$ mile. Final delivery to be made on the last Sunday in September, 1919.

If the contractor uses trolleys for transport of the firewood to the station he must pay the charges for the trolleys to the Railway Department.

(e) All enumerated trees after felling to be cut into sizes 9 inches longer than standard Public Works Department lengths, and these logs to be removed to the reservation adjoining the blocks. Any remaining wood from these enumerated wood to be converted into firewood.

(f) To cut all nellu, bamboo, thorns, and undergrowth to heap the same together with all wood refuse, in continuous lines half a chain in breadth and separated from each other and adjoining reservation by properly cleared lines half a chain in breadth. This work to be completed by September 10, 1919.

(g) To burn off the refuse thus heaped by September 20, 1919. To root out and completely clear of green growth all patches not cleared by firing and to leave the area in a complete state of fitness for planting by September 30, 1919. The areas to be felled will be pointed out on application by the Additional Forest Ranger, Ohiya. Any further information can be obtained on application to the Assistant Conservator of Forests, Haputale.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, July 2, 1918. Conservator of Forests.

TENDERS are hereby invited for the supply of firewood to the Railway Department during 1918-19. The work to commence on September 1, 1918, and to be completed by June 30, 1919. The areas to be exploited for the purpose and further details are given in the schedule hereto.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for Kurunegala Division Railway Firewood, 1918-19," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, August 6, 1918.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office of the Kurunegala Division. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A deposit of Rs. 20 for each service will be required to be made either at the Treasury or Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into a contract and bond after he has tendered, or to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained, nor shall the contractor issue a power of attorney to a person whose name is on the list of defaulting contractors authorizing him to carry on the work under the contract. Further, the contractor shall not employ any person whose names is on the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appear to him sufficient, object to after giving due notice in writing.

8. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond, and all other necessary information, can be ascertained upon application at the office referred to in section 5. A further security in cash of 5 per cent. of the value of contract will be required of the contractor when entering into the bond.

10. Tenderers should read and note a draft contract which is available in the Forest Office, Kurunegala, before they obtain tender forms.

11. A penalty of 25 cents for every cubic yard of firewood not felled or stacked or delivered at the monthly rates specified in the schedule below will be exacted from the contractor.

12. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.

13. The Government reserves to itself the right, without question, of rejecting any or all tenders, and of accepting any portion of a tender.

14. A rate per cubic yard delivered should be quoted, written both in words and figures.

15. For any further information application should be made to the Assistant Conservator of Forests of the Kurunegala Division.

SCHEDULE.

To supply at—	Quantity.	Distance of Transport in Miles.	Cubic Yards to be transported and stacked per Month.
C. yards.			
A-75th milepost, Northern Line, from Gallawa forest	8,000	2 to 4	800
B-77th milepost, Northern Line, from Timbiriwewa forest	6,000	2 to 3	600
C-75½ milepost, Northern Line, from Etgala and Ethaliyagala forests	8,000	3	800
D-95th and 96th mileposts, Northern Line, from Galga and Getadeela forests	8,000	1½ to 3	800
E-97th milepost, Northern Line, from Katakadu forest	6,000	2 to 4	600
F-99th milepost, Northern Line, from Arasanwewa forest	4,000	2 to 5	400
G-Between 100 and 101½ mileposts, Northern Line, from Motarampotana, Kurundankulana and Kalanchiya forests	12,000	3 to 6	1,200
H-103rd milepost, Northern Line, from Miwewa forest	4,000	3 to 5	400
I-105th milepost, Northern Line, from Nikawewa forest	4,000	2 to 5	400
J-78th milepost, Northern Line, from Mirihampitiya forest	4,000	1 to 3	400
K-Kurunegala, Northern Line, from Sundapola forest	2,000	3 to 4	200
L-Kurunegala, Northern Line, from Badagama forest	2,000	3 to 4	200
M-Polgahawela, Main Line, from Koskandoyaya forest	2,000	3 to 4	200
N-Alawwa, Main Line, from Boyawelana forest	3,000	6 to 8	300
O-36th and 37th mileposts, Main Line, from Polkattukanda forest	3,000	3 to 4	300
P-Chilaw Station, Chilaw Line, from Mayawa forest	10,000	7 to 8	1,000
Q-Bolawatta Station, Chilaw Line, from Kalumukalana forest	3,000	5 to 6	300
R-Chilaw Station, Chilaw Line, from Wairankattuwa forest	10,000	6 to 7	1,000
S-Chilaw Station, Chilaw Line, from Mahayaya forest	6,000	4 to 5	600
T-Chilaw Station, Chilaw Line, from Dambuwakele forest	4,000	7 to 8	400
U-Kakapaliya Station, Chilaw Station, Chilaw Line, from Korossa forest	5,000	4 to 5	500
V-Nattandiya, Chilaw Line, from Gurugodella forest	2,000	5 to 6	200
W-Chilaw, Chilaw Line, from Bangadeniyakele forest	3,000	5 to 6	300
X-Nattandiya, Chilaw Line, from Gorakgahakatuwa forest	2,000	5 to 6	200
Y-Kudawewa, Chilaw Line, from Marandakele forest	1,500	3 to 4	150
Z-Nattandiya, Chilaw Line, from Galawakele forest	2,000	6 to 7	200

2. All felled trees, together with every other fallen tree whatsoever, to be split and converted into firewood so as to yield the number of cubic yards specified in each service above. Each piece of wood is to be 3 feet in length and not less than 12 inches nor more than 36 inches in girth. Billets over 36 inches in girth should be split. All wood to be billeted in 3 feet lengths by handsaw or crosscut saw only. All felling and all splitting of logs to be completed by May 31, 1919.

3. All firewood immediately after conversion to be transported and stacked at the different places specified in the above services, at the rate of not less than the number of cubic yards stated against each service per month, commencing from September 1, 1918. This work to be completed by June 30, 1919.

4. Firewood to be stacked and delivered to the Railway at the rate of the number of cubic yards specified above, per month, unless otherwise required.

5. Final delivery to be made on or before June 30, 1919, in which month the remaining quantity should be delivered.

Special Conditions for Services A to V.

To cut all nellu, bamboo, thorns, and under-growth, to heap the same, together with all wood refuse, in continuous lines half a chain in breadth, and separated from each other and adjoining reservations by properly cleared lines, half a chain in breadth. This work to be completed by May 31, 1919.

To burn off the refuse thus heaped by June 10, 1919. To root out and completely clear of green growth all patches not cleared by firing, and to leave the area in a complete state of fitness throughout by June 15, 1919.

Office of the Conservator of Forests,
Kandy, July 1, 1918.

H. F. TOMALIN,
Conservator of Forests.

SALES OF UNSERVICEABLE ARTICLES, &c.

THE following unserviceable articles will be sold by public auction on Friday, July 12, 1918, at 2 P.M., at the Civil Medical Stores, Colombo:—

1 burner, petroleum	2 mortars and pestles, iron	1 press, tincture
1 mortar and pestle, marble	2 mortars and pestles, bell metal	

Colombo, June 26, 1918.

H. BAWA,
for Principal Civil Medical Officer and
Inspector-General of Hospitals.

THE following unclaimed and confiscated articles will be sold by public auction at the Police Court, Kalutara, on Saturday, August 3, 1918, at 2 P.M.:—

No. of Case.	Description of Article.	No. of Case.	Description of Article.	No. of Case.	Description of Article.
—	. . 98 lb. of barbed wire	47,191	. . a phial, glass tube, silver chain, 2 coins, 2 brass watch chains, and coat buttons	46,737	. . empty wooden box
45,741	. . about $\frac{1}{2}$ cwt. of barbed wire	45,475	. . 21 sheets of rubber	33,033	. . some medical instruments
—	. . 2 half-cart wheels	47,044	. . a tapping knife	34,137	. . a string of silver beads
47,412	. . about $\frac{1}{2}$ cwt. of barbed wire	46,900	. . a small spoon	37,001	. . 9 silver amulets
47,648	. . a manna knife	46,946	. . a brass bolt and iron G	45,170	. . a piece of broken bangle and 8 beads
47,550	. . a handkerchief	46,897	. . an axe	46,036	. . a silver waist chain
109	. . umbrella, banian, and towel			46,624	. . some medical instruments
45,409	. . 20 pairs of rubber T				
	. . a pair of black trousers				

Police Court,
Kalutara, June 26, 1918.

ARTHUR DE ABREW,
Additional Police Magistrate.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended June 29, 1918.

Births.—The total births registered in the city of Colombo in the week were 104 (12 Burghers, 62 Sinhalese, 18 Tamils, 9 Moors, 2 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1918, viz., 272,234) was 19.9, as against 19.0 in the preceding week, 13.3 in the corresponding week of last year, and 22.1 the weekly average for last year.

Deaths.—The total deaths registered were 116 (1 European, 9 Burghers, 56 Sinhalese, 26 Tamils, 17 Moors, 3 Malays, and 4 Others). The death-rate per 1,000 per annum was 22.2, as against 18.4 in the previous week, 20.0 in the corresponding week of last year, and 23.7 the weekly average for last year.

Infantile Deaths.—Of the 116 total deaths, 23 were of infants under one year of age, as against 24 in the preceding week, 13 in the corresponding week of the previous year, and 28 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 7.

Principal Causes of Death.—Fourteen deaths from *Phthisis* were registered, 6 in Maradana (including 4 deaths of non-residents in hospital), 4 in Kotahena, 2 in Slave Island, 1 in New Bazaar, and 1 in Wellawatta, as against 6 in the previous week and 13 the weekly average for last year.

2. Twelve deaths from *Pneumonia* were registered, 3 in Slave Island, 2 in Kotahena, 2 in New Bazaar, 2 in Maradana, 1 in San Sebastian, 1 in St. Paul's, and 1 in Kollupitiya, as against 16 in the previous week and 13 the weekly average for last year. Seven deaths from *Bronchitis* were registered.

3. Six deaths from *Enteric Fever* were registered, 3 in Kotahena, 2 in Maradana (including 1 death of a non-resident in hospital), and 1 in St. Paul's, as against 1 in the previous week and 3 the weekly average for last year.

4. One death from *Plague* was registered in Maradana, as against nil in the previous week and 3 the weekly average for last year. There were 2 deaths from *Smallpox* at the Infectious Diseases Hospital, Wellawatta, as against 1 in the previous week.

5. Eleven deaths from *Infantile Convulsions* were registered, 7 from *Enteritis*, 5 from *Debility*, 3 from *Worms*, 2 from *Diarrhoea*, 1 from *Dysentery*, and 45 from *Other Causes*.

6. Three cases of *Plague*, 5 of *Smallpox*, 21 of *Chickenpox*, and 2 of *Measles* were reported during the week, as against 1, 2, 32, and 5, respectively, during the preceding week.

State of the Weather.—The mean temperature of air was 82.0°, against 81.1° in the preceding week and 80.8° in the corresponding week of the previous year. The mean atmospheric pressure was 29.861 in., against 29.893 in. in the preceding week and 29.839 in. in the corresponding week of the previous year. The total rainfall in the week was 0.53 in., against 2.83 in. in the preceding week and 1.01 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, July 2, 1918

FRED. L. ANTHONISE,
for Registrar-General.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Abstract of Cooly Labourers on Estates in the several Provinces during the Quarter ended March 31, 1918.

District.	Number of Estates.	Number of Males.	Number of Immigrants. Females.	Total.	Births.	Deaths.
<i>Western Province.</i>						
Colombo ..	103	11,233	8,901	20,134	329	139
Kalutara ..	121	18,161	14,994	33,155	483	211
<i>Central Province.</i>						
Kandy ..	673	71,492	70,346	141,838	2,135	1,026
Nuwara Eliya ..	234	40,485	39,971	80,456	1,110	563
Matale ..	136	15,783	14,443	30,226	461	278
<i>Southern Province.</i>						
Galle ..	44	4,300	3,407	7,707	100	73
Matara ..	31	3,016	2,412	5,428	84	43
<i>North-Western Province.</i>						
Kurunegala ..	103	4,290	3,733	8,023	116	70
Puttalam ..	10	80	37	117	2	—
Chilaw ..	38	381	162	543	1	2
<i>Province of Uva.</i>						
Badulla ..	206	33,910	33,655	67,565	953	485
<i>Province of Sabaragamuwa.</i>						
Ratnapura ..	132	20,128	18,541	38,669	523	261
Kegalla ..	116	19,396	17,789	37,185	563	194
<i>Eastern Province.</i>						
Trincomalee ..	1	71	44	115	1	—

Colonial Secretary's Office,
Colombo, June 26, 1918.

A. S. PAGDEN,
Acting Colonial Secretary.

Sale of Goods.

THE under-mentioned packages having been left at the Baggage Office beyond the time prescribed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on July 16, 1918, at 1 P.M. Goods must be cleared on or before July 19, 1918:—

Date. 1918.	S. R. No.	Name and Address.	Vessel.	Number and Description of Goods.
January 23 ..	331	M. K. Foster	Train ..	1 revolver
March 3 ..	1017	Subagaka	Train ..	1 empty tub
March 16 ..	1254	Capt. Turner	ss. Quens Mauld	1 case provisions
March 19 ..	1292	G. H. Pritchard	ss. Dunera	1 chair
March 24 ..	1464	P. Valien	Train ..	1 revolver

H. M. Customs,
Colombo, June 20, 1918.

R. N. THAINE,
for Principal Collector.

Sale of Goods.

THE under-mentioned goods having been left in Warehouses indicated below beyond the time allowed by law will be sold by public auction on July 23, 1918, at 1 P.M. Goods should be paid for and removed on or before July 26, 1918:—

No. and Date. 1918.	Vessel.	Date. 1918.	Marks.	Number and Description of Goods.
1340 of February 21	ss. Morvada	Jan. 20	J B P S outside a diamond	3 drums disinfecting fluid
—	ss. Rangoon Maru	Feb. 11	D in a diamond	2 demijohns
—	ss. Maur	Jan. 14	T M in a diamond	1 demijohn
—	ss. Lady Blake	Feb. 22	B B T C L or Nil	1 bundle shingles
—	ss. Derbyshire	Feb. 15	do.	10 pieces teak staves
—	ss. Derbyshire	Feb. 15	Nil	2 bags copra

H. M. Customs,
Colombo, June 20, 1918.

R. N. THAINE,
for Principal Collector.

Importations of Rice into the Ports of Ceylon during the Week ended June 29, 1918.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Ammapatam	489
Do.	Karikal	2,968
Do.	Kotapatam	819
Do.	Negapatam	2,810
Do.	Faumben	7,250
Do.	Rangoon	63,135
Do.	Tirumalvasal	1,664
Do.	Tuticorin	4,585
Do.	Tondi	80

Ceylon Port.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Dhanushkodi	23,920
Jaffna	Topputhurai	465
Do.	Adrampatam	270
Do.	Faumben	50
Velvettiturai	Pondicherry	4
Kayts	Negapatam	675
Do	Porto Novo	2,504

745 bags rice have been shipped from the Port of Colombo during the week ended June 29, 1918.

H. M. Customs,
Colombo, July 2, 1918.

R. N. THAINE,
for Principal Collector.

Licensed Surveyor and Leveller.

IT is hereby notified under Ordinance No. 26 of 1909 that the under-mentioned have been registered and licensed for the current year :—

Date of License.	Registration No.	Surveyor and Leveller. License No.	Name.	Address.
June 25, 1918	362	A 404	Weerasinghe, P. B.	"Siri Nivessa Walawwa," Panadura
June 25, 1918	358	A 405	Alwis, J. W. de	Public Works Department, Matara

Surveyor-General's Office,
Colombo, June 28, 1918.

A. H. G. DAWSON,
for Surveyor-General.

Application for Registration of Schools.

NOTICE is hereby given that applications have been received for the registration of the following schools :—

- Rev. K. Ratanapala ... Talarambe Vernacular Boys' School, which is situated in Talarambe, Matara District, of the Southern Province.
- Rev. J. H. Wickramanayake ... St. John's English School, which is situated in Nugegoda, Colombo District, of the Western Province.

Observations will be received not later than August 3, 1918.

Education Office,
Colombo, July 1, 1918.

E. B. DENHAM,
Director of Education.

Barnes Place Free Vernacular School.

NOTICE is hereby given that an application has been received from Peter de Abrew, Esq., for a grant in aid of his Barnes Place Free Vernacular School, which is situated in Barnes place, Colombo District, of the Western Province.

Observations will be received not later than August 3, 1918.

Education Office,
Colombo, July 1, 1918.

E. B. DENHAM,
Director of Education.

Statement of Revenue and Expenditure of the District School Committee, Matale, from January 1 to December 31, 1917.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Government contributions for 1917-18	2,832 15	Salaries	270 0
Village Committee contributions	—	Repairs to buildings	1,121 24
School fines	1,250 25	Making and repairing fences, school gardens, &c.	4 95
Miscellaneous	—	Furniture and school apparatus	95 56
		Garden implements	—
		Erecting new buildings	1,797 75
		Miscellaneous	198 11
Balance on December 31, 1916	4,082 40		8,477 61
	5,840 98	Balance on December 31, 1917	6,445 77
	9,923 38		9,923 38

E. T. MILLINGTON,
Chairman.

Statement of Receipts and Expenditure of the District School Committee, Galle, for the Year ending December 31, 1917.

Receipts.	Rs. c.	Expenditure.	Rs. c.
Balance from 1916	11,867 50	Salaries	984 0
Government grant, 1917-18	7,869 15	Repairs to buildings	2,776 65
Do.	500 0	Making and repairing fences, &c.	459 15
Do.	4,000 0	Erection of new buildings and extensions	10,536 76
Village Committee contributions for 1917	2,225 0	Miscellaneous payments	191 80
Village Tribunal fines in school cases	2,036 25	Balance in hand	18,841 10
Miscellaneous receipts	91 56		
Total	28,589 46	Total	28,589 46

R. B. HELLINGS,
Chairman.

Sale of Ebony.

AN auction sale of the under-mentioned ebony will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, July 27, 1918, at 10.30 A.M., subject to the following conditions :—

- The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.
- The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
- Payment of 25 per cent. of the successful bid to be made at time of sale if so required.
- Depot weights must be accepted, but buyers can have the right of giving notice, before the expiration of the date of payment, of having the actual weight ascertained. Should the difference between the depot weight and the weight ascertained after re-weighing be more than 1½ per cent., the cost of re-

weighing is to be borne by the Forest Department, and if within 1½ per cent. by the purchaser; any difference between the depot weight and the weight ascertained after re-weighing is to be paid or allowed for, as the case may be. Should two or more purchasers desire to re-weigh their timber on the same day, precedence will be given to the buyer whose notification of intention to re-weigh reaches the Assistant Conservator of Forests first.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the re-sale, while if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

Forest Division.	Quantity offered for Sale. No. of Log or Lot.	Tons	owt.	qr.	lb.
Anuradhapura IV.	67	6	9	3	21

List of Ebony Logs referred to.
Anuradhapura IV.

Divisional No.	C.F.D. No.	Length.		Girth.		Weight.		Blackness of Wood.
		Ft.	in.	Ft.	in.	Tons.	owt. qr. lb.	
A 17	852	12	9.3	7.0	7.0	7	2 14*	Black
A 9	853	10	9.3	10.0	10.0	7	1 0*	do.
A 29	854	12	3.3	3.0	3.0	5	2 0†	do.
A 1	855	12	6.2	3.0	3.0	2	1 7†	do.
A 82	856	9	0.2	9.0	9.0	2	1 14†	do.
A 38	857	6	3.1	9.0	9.0	0	3 0†	Slightly marked
A 61	858	10	6.3	0.0	0.0	2	2 14*	do.
A 106	859	9	6.1	11.0	11.0	1	0 7*	Black
A 4	860	10	3.1	6.0	6.0	0	3 21†	do.
A 26	861	12	0.2	9.0	9.0	4	1 7†	Marked
A 51	862	11	3.1	9.0	9.0	1	2 14†	Black
A 69	863	10	6.2	6.0	6.0	2	3 14†	Slightly marked
A 22	864	11	9.2	3.0	3.0	1	2 7†	Marked
A 98A	865	10	9.3	9.0	9.0	5	0 0†	do.
A 12	866	9	3.2	1.0	1.0	1	2 0†	Black
A 91	867	15	6.2	3.0	3.0	2	2 14†	Marked
A 13A	868	10	9.2	3.0	3.0	2	0 7†	Black
A 3	869	11	9.2	1.0	1.0	2	0 14*	Slightly marked
A 74A	870	10	3.1	9.0	9.0	1	1 0†	Black
A 70	871	11	0.3	0.0	0.0	5	0 14*	do.
A 51A	872	11	3.2	0.0	0.0	1	3 7†	do.
A 101	873	9	0.2	6.0	6.0	2	1 7†	Marked
A 38A	874	12	0.2	0.0	0.0	1	2 14*	Black
A 6A	875	9	3.2	9.0	9.0	3	1 7*	Well marked

* Partly sound.

† Sound.

‡ Unsound.

Divisional No.	C. T. D. No.	Length.		Girth.		Weight.			Blackness of Wood.	
		Ft.	in.	Ft.	in.	O Tons.	lb.	oz.		
A 28	876	8	9	2	3	0	2	1	0*	Black
A 96	877	12	0	1	11	0	2	1	0*	do.
A 45	878	7	0	2	0	0	1	1	14†	do.
A 8	879	11	6	1	9	0	1	3	0†	do.
A 20	880	7	9	2	0	0	1	2	0†	do.
A 102	881	11	9	1	6	0	1	1	7†	do.
A 153	882	6	0	2	1	0	1	1	21†	do.
A 32	883	5	0	1	6	0	0	3	0†	do.
A 97	884	9	9	1	6	0	0	3	14†	do.
A 18	885	6	3	2	1	0	1	1	0†	do.
A 46	886	6	0	1	8	0	0	2	7†	do.
A 47	887	10	9	1	3	0	0	3	0†	do.
A 86A	888	12	0	1	3	0	0	3	14†	do.
A 104	889	10	0	1	6	0	0	2	21†	do.
A C	890	10	0	1	6	0	0	3	7†	do.
A 95	891	12	3	2	0	0	1	2	7†	do.
A 100	892	8	9	2	6	0	1	1	14†	do.
A 48	893	10	7	2	0	0	1	1	0†	do.
A 50A	894	10	3	2	3	0	1	0	7†	do.
A 84	895	11	9	1	9	0	1	0	14†	do.
A 54A	896	12	0	1	3	0	1	2	14†	do.
A 82A	897	10	9	2	3	0	1	3	14†	Slightly marked
A 51B	898	10	0	2	6	0	1	3	0†	Black
A 50B	899	10	3	1	6	0	0	3	7†	do.
A 93	900	8	3	2	0	0	1	0	14†	do.
A 73	901	10	6	1	9	0	1	0	14†	do.
A 81B	902	11	3	2	3	0	2	0	0†	do.
A 78	903	11	3	1	0	0	0	2	7†	do.
A 87	904	9	6	2	9	0	2	0	7†	do.
A 75	905	12	9	2	0	0	2	1	14†	do.
A 47A	906	6	0	1	3	0	0	2	14†	do.
A 59	907	6	3	1	9	0	0	3	0†	do.
A 13B	908	7	0	1	6	0	0	3	0†	do.
A 86	909	11	0	2	6	0	1	3	0†	Slightly marked
A 44	910	8	0	2	3	0	2	0	14†	Black
A 25	911	15	9	3	0	0	2	1	0†	do.
A 41B	912	10	3	2	0	0	1	0	21†	do.
A 18	913	14	0	2	6	0	3	0	0†	do.
A 24	914	11	9	2	6	0	2	1	14†	do.
A 7	915	10	3	2	1	0	3	1	0†	do.
A 33	916	10	0	1	11	0	1	1	0†	do.
A B	917	10	6	1	3	0	0	2	14†	do.
A 4A	918	13	6	1	1	0	0	3	7†	do.

* Partly sound. † Sound. ‡ Unsound.

Office of the Conservator of Forests,
Kandy, July 1, 1918.

H. F. TOMALIN,
Conservator of Forests.

"The Insect Pest and Quarantine Ordinance, No. 5 of 1901."
Declaration under Clause 3 of Regulations dated December 7, 1916, and published in Government Gazette No. 6,839.

WHEREAS Shot-hole Borer (*Xyleborus formicatus*, Eich.) is present on the following plantations, that is to say:—

Central Province.

Hantane district.—Ingrogalla, Kandy.
Kadugannawa district.—Kobbekaduwa, Peradeniya;
Niyamakanda, Kadugannawa.

Under clause 3 of the regulations published in the Ceylon Government Gazette No. 6,839 of December 8, 1916, the said plantations are hereby declared to be infested areas.

Department of Agriculture, F. A. STOCKDALE,
Peradeniya, June 26, 1918. Director of Agriculture.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated June 13, 1918, published in the Government Gazette No. 6,950 of June 21, 1918, the premises bearing assessment No. 38, situated at New Urugodawatta, Colombo, were proclaimed an infested area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infested area.

This declaration shall take effect from June 25, 1918.
The Municipal Office, CHAS. W. PATE,
Colombo, June 26, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated June 8, 1918, published in the Government Gazette No. 6,949 of June 14, 1918, the premises bearing assessment No. 82, situated at 2nd Division, Maradana, Colombo, were proclaimed an infested area in terms of sub-sections (1) and

(2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infested area.

This declaration shall take effect from June 26, 1918.
The Municipal Office, CHAS. W. PATE,
Colombo, June 27, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated June 13, 1918, published in the Government Gazette No. 6,950 of June 21, 1918, the premises bearing assessment No. 87, situated at St. Joseph's street, Colombo, were proclaimed an infested area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infested area.

This declaration shall take effect from June 25, 1918.
The Municipal Office, CHAS. W. PATE,
Colombo, June 26, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 60, situated at Mahawatta road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infested area.

This declaration shall take effect from June 19, 1918.
The Municipal Office, CHAS. W. PATE,
Colombo, June 26, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 25, situated at Kirillapone lane, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infested area.

This declaration shall take effect from June 26, 1918.
The Municipal Office, CHAS. W. PATE,
Colombo, June 27, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 768, situated at Timbirigasyaya road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infested area.

This declaration shall take effect from June 26, 1918.
The Municipal Office, CHAS. W. PATE,
Colombo, June 27, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 528, situated at Thimbirigasyaya, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infested area.

This declaration shall take effect from June 27, 1918.
The Municipal Office, CHAS. W. PATE,
Colombo, July 1, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises known as the Old Royal College premises, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infested area.

This declaration shall take effect from June 27, 1918.
The Municipal Office, CHAS. W. PATE,
Colombo, July 1, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 525, situated at Thimbirigasyaya, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infested area.

This declaration shall take effect from June 27, 1918.
The Municipal Office, CHAS. W. PATE,
Colombo, July 1, 1918. Municipal Veterinary Surgeon.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

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

S. H. WADIA,

Financial Assistant to the Chairman,
Municipal Council.The Municipal Office,
Colombo, July 1, 1918.

SCHEDULE.

Date of Sale : Thursday, July 25, 1918.

Dematagoda.

Premises No.	Quarter and Year.	Time of Sale. A.M.
1221.63	..1st to 3rd quarter, 1917, and riot damages, 1917	.. 7
1221A.63A	.. Do.	.. 7.5
1224.59	..3rd quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 7.10
1225.59A	.. Do.	.. 7.15
1228.58	..1st to 3rd quarter, 1917, and riot damages, 1917	.. 7.20
1232/1234.54	.. Do.	.. 7.25
1241.49E	.. Do.	.. 7.30
1245.49D	..2nd and 3rd quarters, 1917	.. 7.35
1250.46A	..1st to 3rd quarter, 1917	.. 7.40
1263.42A	..1st to 3rd quarter, 1917, and riot damages, 1917	.. 7.45
1264.42	..3rd quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 7.50
1268.39B	.. Do.	.. 7.55
1273.35	..1st to 3rd quarter, 1917	.. 8
1274.34	..3rd quarter, 1916, to 3rd quarter, 1917	.. 8.5
1276.32	.. Do.	.. 8.10
1277.31	..2nd and 3rd quarters, 1917, and riot damages, 1917	.. 8.15
1280/1281.28A	..2nd quarter, 1916, to 3rd quarter, 1917	.. 8.20
1282.28	..1st to 3rd quarter, 1917, and riot damages, 1917	.. 8.25
1283.27	..3rd quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 8.30
1290.18	.. Riot damages, 1917	.. 8.35
1292.21A	..1st and 2nd quarters, 1917, and riot damages, 1917	.. 8.40
1293.21	..2nd and 3rd quarters, 1917	.. 8.45
1297.15	..2nd quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 8.50
1298.14	..3rd quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 8.55
1299.13	..3rd quarter, 1915, to 3rd quarter, 1917, and riot damages, 1917	.. 9
1302.10	..1st to 3rd quarter, 1917, and riot damages, 1917	.. 9.5
1307.5	.. Do.	.. 9.10
1309.4	..3rd quarter, 1916, to 3rd quarter, 1917	.. 9.15

2nd Division, Maradana.

1312.186	..1st quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 9.20
1315A.187	.. Do.	.. 9.25
1348A/1349.164A/163	..1st to 3rd quarter, 1917, and riot damages, 1917	.. 9.30

Maligakanda.

1353.1A	..2nd and 3rd quarters, 1917, and riot damages, 1917	.. 9.35
1355.2	.. Do.	.. 9.40

Premises.	Quarter and Year.	Time of Sale, A.M.
1359.5	..2nd quarter, 1915, to 3rd quarter, 1917, and riot damages, 1917	.. 9.45
1361.8	..2nd and 3rd quarters, 1917, and riot damages, 1917	.. 9.50
1362.8	.. Do.	.. 9.55
1363.8	.. Do.	..10

Date of Sale : Friday, July 26, 1918.

Maligakanda.

1364.8	..2nd and 3rd quarters, 1917, and riot damages, 1917	.. 7
1365.8	.. Do.	.. 7.5
1366.8	.. Do.	.. 7.10
1367.8	.. Do.	.. 7.15
1368.8	.. Do.	.. 7.20
1369.7	..1st to 3rd quarter, 1917, and riot damages, 1917	.. 7.25
1370.6	.. Do.	.. 7.30
1374.11A	..1st quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 7.35
1378/1379.14A	..1st to 3rd quarter, 1917	.. 7.40
1381.14B	..4th quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 7.45
1382.14C	.. Do.	.. 7.50
1391/1398.16	..1st to 3rd quarter, 1917, and riot damages, 1917	.. 7.55
1415.21D	..2nd and 3rd quarters, 1917	.. 8
1419.33C	.. Do.	.. 8.5
1423.33	.. Do.	.. 8.10
1429/1433.23A/24	..1st to 3rd quarter, 1917, and riot damages, 1917	.. 8.15
1434.25	..3rd quarter, 1917, and riot damages, 1917	.. 8.20

2nd Division, Maradana.

1442.161	..1st to 3rd quarter, 1917	.. 8.25
1454.151	..1st quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 8.30
1459.149C	..2nd quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 8.35
1462.144B	..4th quarter, 1916, to 3rd quarter, 1917, and riot damages, 1917	.. 8.40
1469.31C	..1st to 3rd quarter, 1917	.. 8.45

Maligakanda.

1488C.60	..1st to 3rd quarter, 1917	.. 8.50
1491.61B	.. Do.	.. 8.55
1494.34B	.. Do.	.. 9
1508.37	.. Do.	.. 9.5
1509.37A	.. Do.	.. 9.10
1510.36A	..4th quarter, 1916, to 3rd quarter, 1917	.. 9.15
1511.36	.. Do.	.. 9.20
1514.35A	..2nd and 3rd quarters, 1917	.. 9.25
1518.59	..3rd quarter, 1916, to 3rd quarter, 1917	.. 9.30
1527/1528.58A	..3rd quarter, 1915, to 3rd quarter, 1917, and riot damages, 1916/1917	.. 9.35
1529.52	..1st to 3rd quarter, 1917	.. 9.40

2nd Division, Maradana.

1538.137	..3rd quarter, 1916, to 3rd quarter, 1917	.. 9.45
1546.137	..1st to 3rd quarter, 1917	.. 9.50

Maligakanda.

1548.54	..4th quarter, 1916, to 3rd quarter, 1917	.. 9.55
1556.39	..2nd and 3rd quarters, 1917	..10

Date of Sale : Saturday, July 27, 1918.

Maligakanda.

1558.50	..4th quarter, 1916, to 3rd quarter, 1917	.. 7
1559.49	..1st to 3rd quarter, 1917, and riot damages, 1917	.. 7.5
1562.48	.. Do.	.. 7.10
1563.48A	.. Do.	.. 7.15
1564.46A	.. Do.	.. 7.20

Prices of Food Stuffs, &c., in Colombo
on July 3, 1918.

	Rs. c.
Muttusamba, No. 1 quality .. Per bushel	.. 6 12
Rice, Kara .. do.	.. 5 37
Kallunda, No. 1 quality .. Per bag (2½ bushels)	13 75
Sulai, No. 1 do. .. do.	.. 13 50
Kora (Mill) No. 1 do. .. do.	.. 13 75
Raw Rice, Rangoon .. Per bushel	.. 4 75
Do. Singapore .. do.	.. —
Mysore Dhol .. do.	.. 4 75
Green Peas (Grām) .. do.	.. 6 0
Thovarem Dhol .. do.	.. 5 87
Chillies, No. 1 quality .. Per thulan (26½ lb.)	9 0
Do. Rangoon do. .. do.	.. —
Red Onions .. do.	.. 1 50
Bombay Onions .. Per cwt.	.. 14 0
Potatoes, Indian .. do.	.. —
Do. Bangalore .. do.	.. 11 0
Maldivé Fish, No. 1 quality .. do.	.. 42 0
Sugar, Crystal .. Per bag (2 cwt.)	.. 34 0
Soft Sugar .. Per cwt.	.. 23 50
Matches, "Three Stars" .. Per case of 50 gross boxes	.. 145 0

	Rs. c.
Kerosine Oil "Monkey Brand" Per tin	.. 4 55
Do. "Daylight" .. do.	.. 4 70
Coriander .. Per lb.	.. 0 14
Beef .. do.	.. 0 30*
Mutton .. do.	.. 0 60*
Chicken .. Each	.. 0 62*
Fish, Fresh.. Per lb. 50 cents to Re. 1	0*
Dry Fish (Kumbalawas) No. 1 quality .. Per 1,000	.. 10 0
Dry Fish (Halmessan), No. 1 quality .. Per cwt.	.. 24 0
Eggs .. Each	.. 0 6*
Milk, Fresh, Cow .. Per pint	.. 0 24*
Bread .. Per lb.	.. 0 16*
Plantains .. Each	.. 0 1*
Limes .. Per 100	.. 0 75
Salt .. Per bushel	.. 2 65
Coconuts .. Per 100	.. 4 0
Firewood .. Per cwt.	.. 0 90

* Retail prices.
S. H. WADIA,
Financial Assistant to the Chairman,
Municipal Council.

July 3, 1918.

ROAD COMMITTEE NOTICES.

Huluganga-Bambraela Branch Road.

(Storm Damage.)

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 cost of storm damage on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, July 20, 1918, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	.. Rs. 100.00
Private contributions	.. Rs. 102.50

Proprietors or Agents.	Estates.	Acreage.
Nina Mahamado Kangany	.. Tharnagala Group	.. 28
J. C. de Silva	.. Hulugangawatta	.. 60
C. B. Clay	.. Mahousa	.. 614
C. Woods	.. Allacolla and Overdale	.. 648
R. J. Layard	.. Ratnatenna	.. 456
Mrs. Woods	.. Kandekattia	.. 600
J. C. de Silva	.. Galgodawatta	.. 22
G. Punchihamine	.. Wawakanattawatta	.. 22
Veerappen Kangany	.. Tallagoya	.. 28
Marie Kangany	.. Marie's Land and Florence	.. 570
T. C. Colthurst	.. Goomera Old and New	.. 844
Pana Sidambaran Kangany	.. Galboda	.. 210
E. R. Cox	.. Baddegama	.. 184
E. G. Craddock	.. Old Tunisgalla	.. 435
Mackwood & Co.	.. Halgalla and Madakelle	.. 652
J. P. Hortin	.. Lebanon Group	.. 1,098
Do.	.. Knuckles Group	.. 1,349
G. G. Ross Clarke	.. Katooloya	.. 584
Do.	.. Gangamulla	.. 263

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, June 29, 1918. Chairman.

Bevilla-Digowa Estate Cart Road.

NOTICE is hereby given that the Local Committee for the above road having reported to the Provincial Road Committee of the Province of Sabaragamuwa that the estates interested in the said road have been assessed for the expenditure incurred from January 1 to December 31, 1917, in the maintenance of the said road, namely, Rs. 1,878.01, on the acreages and for the sections set forth

in the subjoined schedule, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 24 of the Estates Roads Ordinance, No. 12 of 1902, will on Saturday, July 13, 1918, at 1 P.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.

Section A from Digowa to Tatuwalakanda boundary,
a distance of ¾ mile.

Proprietors or Agents.	Estates.	Acreage.	Contribution.
Messrs. L. Bayly and G. A.			Rs. c.
Talbot	.. Digowa	.. 541	.. 51 32
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	.. Manikanda	437	.. 41 43
Total			.. 92 75

Section B from Tatuwalakanda boundary to Ambalanpitiya
at the Sitawaka-ganga, a distance of 1½ miles.
1st section, 1 mile.

Messrs. L. Bayly and G. A. Talbot	.. Digowa	.. 541	.. 153 0
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	.. Manikanda	437	.. 123 58
Mr. A. J. R. de Soysa	.. Tatuwalakanda	.. 446	.. 126 14
2nd section, ½ mile.			

Messrs. L. Bayly and G. A. Talbot	.. Digowa	.. 541	.. 166 6
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	.. Manikanda	437	.. 134 14
Mr. A. J. R. de Soysa	.. Tatuwalakanda	.. 446	.. 136 90
Total			.. 839 82

Section C from Ambalanpitiya at the Sitawaka-ganga
to Bevilla cart road, a distance of 2½ miles.
1st mile section.

Messrs. L. Bayly and G. A. Talbot	.. Digowa	.. 541	.. 169 36
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Proprietors or Agents.	Estates.	Acreage.	Contribution.	Rs.	c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	..	136	80
Mr. A. J. R. de Soysa	Tatuwala-kanda	446	..	139	63
Mr. T. A. de S. Wijeratna	Pannila	180	..	56	35
			Total	502	14
2nd, 1 x 2 mile section.					
Messrs. L. Bayly and G. A. Talbot	Digowa	541	..	126	76
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	..	102	37
Mr. A. J. R. de Soysa	Tatuwala-kanda	446	..	104	50
Mr. T. A. de S. Wijeratna	Pannila	180	..	42	17
3rd, 1/2 mile section.					
Messrs. L. Bayly and G. A. Talbot	Digowa	541	..	22	77
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Co., Agents	Manikanda	437	..	18	37
Mr. A. J. R. de Soysa	Tatuwala-kanda	446	..	18	77
Mr. T. A. de S. Wijeratna	Pannila	180	..	7	59
			Total	443	30
			Grand Total	1,878	1

Summary.

Estates.	Acreage.	A section.	B section.	C section.	Total.
		Rs. c.	Rs. c.	Rs. c.	Rs. c.
Digowa	541	51 32	319 6	318 89	689 27
Manikanda	437	41 43	257 72	257 54	566 69
Tatuwalakanda	446	—	263 4	262 90	525 94
Pannila	180	—	—	106 11	106 11
Total	1,604	92 75	839 82	945 44	1,878 1

Provincial Road Committee's Office, Ratnapura, June 25, 1918. E. A. ELAPATA, for Chairman.

Ratnapura-Malwala Ferry 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 erection of 5 rooms of temporary cooly lines, each 12 feet by 10 feet with 5 feet verandah, at the 59th milestone on the Ratnapura-Malwala Ferry Branch road, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will on Saturday, July 13, 1918, at 1 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions, viz. :—

RATNAPURA-MALWALA FERRY BRANCH ROAD.

Revised estimate No. 135 of June 15, 1918.

Proprietors or Agents.	Estates.	Acreage.	Government moiety	Private contributions
The Mahawala Tea Estates Co., Ltd.	Mahawala	1,551	Rs. 500.00	
Saffragam Tea & Rubber Co., Ltd.	Carney	530		Rs. 517.50
Lansdowne Rubber Co., Ltd., Carson & Co., Agents	Lansdowne	721		
N. D. S. Silva, Winyatt's, Gregory's road	Silvaland	506		
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens	Agarsland	469		
The Consolidated Tea & Lands Co., Ltd. †	Galboda	742		
Do.	Hapugastenna Group	3,393		
Do.	Alupola	2,496		
M. G. Gomesz	Dikmukalana	200		
			Total	10,608

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objection and suggestions.

Provincial Road Committee's Office, Ratnapura, June 25, 1918. E. A. ELAPATA, for Chairman.

NOTICE UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."

Notice of Sale of Toddy Rents of the Matara District, 1918-19.

TENDERS will be received by the Assistant Government Agent, Matara, till 11 A.M. on Monday, July 22, 1918, for the purchase of the privilege of selling fermented toddy by retail in the areas specified in the schedule below for a period of twelve months from October 1, 1918, to September 30, 1919.

2. If the tenders received up to that date are not suitable, the rents will be put up for sale by public auction, at the Matara Kachcheri, at 11 A.M., on that date.

3. Conditions of sale and further particulars can be ascertained from the Assistant Government Agent, Matara.

No.	Division.	SCHEDULE.	Locality or Range.
12	Wellaboda pattu	..	Within the village of Dickwell - Dodampahala
32	Gangaboda pattu	..	Within the village of Kitalagama
37	Morawak korale	..	Within the village of Kotapola

Matara Kachcheri,
July 1, 1918. T. REID, Assistant Government Agent.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORT FOR THE MONTH OF MAY, 1918.

CENTRAL PROVINCE.

KANDY DISTRICT.

Paddy cultivation—maha: nil. Yala: weeding and transplanting.

Dry grain cultivation—maha: nil. Yala: sowing.

Prospect of coconut cultivation: flowering has been fair.

The estimated crop during the month is as follows:—Yatinuwara, 23,000; Harispattu, 45,800; Pata Hewaheta, 529,530; Udapalata, 106,500; Uda Bulatgama, 700. The crop has not been ascertained in other divisions.

Rainfall: satisfactory.

Health of people: good, except at Nawalapitiya, where there were cases of plague.

Health of cattle: fair. There were a few cases of hoof-and-mouth disease.

Prices of staple articles: rice, Rs. 5.50 to Rs. 7 per bushel; paddy, Rs. 2 to Rs. 2.25 per bushel; kurakkan, Rs. 2 to Rs. 2.25 per bushel; coconuts, Rs. 2.50 to Rs. 6 per 100.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE JAFFNA CO-OPERATIVE STORES, LIMITED.

1. The name of the Company is "JAFFNA CO-OPERATIVE STORES, LIMITED."
2. The registered office of the Company is to be established in Vannarponnai West, Jaffna.
3. The object for which the Company is established is to carry on trade in rice, paddy, cotton goods, dry grains, and all other articles of trade in Ceylon and abroad and any other business.
4. The liability of the Shareholder is limited.
5. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into One thousand shares of One hundred rupees each.

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 of Subscribers.	Number of Shares taken by each Subscriber.
A. SAPAPATHY of Jaffna	Three
W. WIJARATNAM of Jaffna	Five
செ. சமுத்திரன் of Jaffna	Twenty
M. ASAIPIILLAI of Jaffna	Ten
U. சமுத்திரன் of Vaddukkodai	Ten
WILLIAM ADAMS CLOUGH of Tellipallai	Ten
செ. சமுத்திரன் of Karativu	Ten
W. DURAISWAMY of Jaffna	Two
N. SELVADURAI of Jaffna	Two
செ. சமுத்திரன் of Jaffna	Ten
செ. ச. சமுத்திரன் of Jaffna	Ten
Total number of Shares taken ..	Ninety-two

Dated the 8th day of May, 1918.

Witness to the above signatures :
V. PASUPATHY PILLAI, of Grand Bazaar, Jaffna.

ARTICLES OF ASSOCIATION OF THE JAFFNA CO-OPERATIVE STORES, LIMITED.

REGULATIONS.

1. The Regulations contained in 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.

BUSINESS.

2. The Company shall proceed to carry on business as soon after the registration thereof as the Directors shall think fit; and notwithstanding that the whole of the shares shall not have been subscribed, or applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed, or applied for, or allotted.

3. The business of the Company shall be carried on by the Directors, subject to the control of General Meetings in accordance with these regulations. All or any of the employes of the Company may be required to give security for the faithful discharge of their duties.

SHARES.

4. The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such terms and conditions, and at such times, as the Directors think fit.

5. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Directors may from time to time specify.

6. Of the full amount of Rs. 100 per share, a sum of Rs. 25 shall be paid on application, a further sum of Rs. 25 shall be paid on allotment, and the remaining sum of Rs. 50 shall be paid at such times, and in such instalments, as the Directors may from time to time regulate.

7. The Company shall, before making any calls upon the Shareholders in respect of moneys due from them on their shares, give one month's notice at least of each such call, by publication in one or more of the local newspapers, and by serving written notice thereof in manner hereinafter prescribed.

8. If on or before the day appointed for payment, any Shareholder does not pay the amount due from him, then such Shareholder shall be liable to pay interest for the same at the rate of 12 per cent. per annum from the date of default till the time of payment in full of such amount.

9. The Company may, if they think fit, receive from any of the Shareholders willing to advance the same, 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 so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest to such Shareholders at such rate as may be agreed upon between them and the Company.

10. The shares 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 may consider proper.

11. Each Shareholder shall be liable to pay the amount of calls made on him to the person, and at the time and at the place appointed by the Directors.

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

13. If several persons are joint-holders of any share, any one of such persons may give effectual receipt for any dividend payable in respect of such shares.
14. The certificate of title to shares shall be issued under the seal of the Company and signed by two Directors and the Secretary, or in such other manner as the Directors shall prescribe.
15. Every Shareholder shall be entitled on payment of 50 cents to one certificate for all shares registered in his name, specifying the share or shares held by him and the amount paid up thereon.
16. If such certificate is worn out or lost it may be renewed on payment of 50 cents.
17. No person shall exercise any rights of a Shareholder until his name shall have been entered in the Register of Shareholders, and he shall have paid all moneys payable for the time being on every share held by him.

TRANSFER OF SHARES.

18. The Company may decline to register any transfer of shares made by a Shareholder indebted to them.
19. Any Shareholder may, with the consent of the Directors previously obtained, transfer all or any of his shares. The instrument of such transfer shall be in writing, signed both by the transferor and the transferee. And the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register.
20. The instrument of transfer shall be presented to the Company accompanied by such evidence as they may require to prove the title of the transferor, and thereupon the Company shall register the transferee as a Shareholder.
21. The Transfer Books shall be closed during the fourteen days immediately preceding the Ordinary General Meeting in each year.
22. The executors, administrators, or heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to his share. Provided, however, that the heirs of a deceased Shareholder shall not be recognized as Shareholders, unless letters of administration be taken out to the estate of the said deceased Shareholder if the law so requires it.
23. Any person becoming entitled a share in consequence of the death, bankruptcy, or insolvency of any Shareholder, or in consequence of the marriage of any female Shareholder, or in any way other than by transfer, may be registered as a Shareholder upon such evidence being produced, as may from time to time be required by the Company.
24. Any person who has become entitled to a share in any way other than by transfer may, instead of being registered himself, elect to have some person to be named by him registered as a holder of such share. The person so becoming entitled shall testify such election by executing to his nominee a transfer of such share.

CALLS.

25. If any Shareholder fails to pay any call or instalments due, from him on the appointed day, the Company may, at any time thereafter, during such time as the amount remains unpaid, serve a notice on him, requiring him to pay such amount together with any interest that may have accrued by reason of such non-payment.
26. The notice shall name a further day and a place or places on and at which such money is to be paid. It shall further state that in the event of non-payment, at the time and place appointed, the share in respect of which such money is due is liable to be forfeited.
27. If the requisitions of any such notice are not complied with, any share in respect of which such notice has been given, may, at any time thereafter, be forfeited by a resolution of the Directors to that effect.
28. Any shares so forfeited shall be deemed to be the property of the Company and may be disposed of in such manner as the Company thinks fit.
29. Any Shareholder whose share has been forfeited shall, notwithstanding, be liable to pay to the Company all moneys owing upon such shares at the time of forfeiture.

CAPITAL.

30. The Directors may, with the sanction of the Company previously given in General Meeting, increase its capital by the creation of new shares.
31. Any capital raised by the creation of new shares shall be considered part of the original, and shall be subject to the same provisions in all respects, whether with reference to the payment of calls or otherwise, as if it had been part of the original capital.

MEETINGS.

32. 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.
33. Subsequent General Meetings may be held at such time and place as may be prescribed by the Company in General Meeting, and if not so prescribed, then at such place and at such time in the month of May in each year as the Directors shall determine.
34. The above-mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary.
35. The Directors may, whenever they think fit, and they shall, upon a requisition made in writing by any number of Shareholders, holding in the aggregate not less than one-fifth part of the shares of the Company, convene an Extraordinary General Meeting.
36. Any requisition so made by the Shareholders shall express the object of the meeting proposed to be called, and shall be left at the registered office of the Company.
37. Upon the receipt of such requisition, the Directors shall forthwith proceed to convene a General Meeting; if they do not proceed to convene the same within twenty-one days from the date of the requisition, the requisitionists or any other Shareholders holding the required number of shares may themselves convene a meeting.
38. Twenty-one days' notice at least, specifying the place and the hour of meeting, and the purpose for which any General Meeting is to be held, shall be given by advertisement or in such other manner, if any, as may be prescribed by the Company.
39. Any Shareholder may, on giving not less than seven days' previous notice of any resolution, submit the same to a meeting.
40. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.
41. No business shall be transacted at any meeting, except the declaration of dividend, unless a quorum of Shareholders is present at the commencement of such business, and such quorum shall be ascertained as follows, that is to say, if the Shareholders belonging to the Company at the time of the meeting do not exceed twenty in number, the quorum shall be ten; if they exceed twenty, there shall be added to the above quorum one for every additional ten Shareholders, with this limitation that no quorum shall in any case exceed forty.
42. If within one hour from the time appointed for the meeting the required number of Shareholders is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved. In any other case it shall stand adjourned to the following day at the same time and place; and if at such adjourned meeting the required number of Shareholders is not present, it shall be adjourned *sine die*.

43. The Chairman, if any, of the Board of Directors shall preside as Chairman at every meeting of the Company. If there be no such Chairman, or if at any meeting he is not present, the Shareholders present shall choose one of their number to be Chairman of the meeting.

44. 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.

45. At any General Meeting, unless a poll is demanded by at least five Shareholders, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Book of Proceedings of the Company, shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded for or against such resolution.

46. If a poll is demanded in manner aforesaid, the same shall be taken in such manner as the Chairman directs, and the results of such poll shall be deemed to be the resolution of the Company in General Meeting.

47. Every Shareholder shall have one vote for every share held by him.

48. If any Shareholder is a minor, lunatic, idiot, or prodigal, he may vote by the person legally appointed to the charge and administration of his property.

49. If two or more persons are jointly entitled to a share or shares, the person whose name stands first in the Register of the Shareholders as one of the holders of such share or shares, and no other, shall be entitled to vote in respect of the same.

50. No Shareholder shall be entitled to vote at any meeting, unless all moneys due from him to the Company are paid.

51. Votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointer, or if such appointer is a corporation under their common seal, and shall have affixed thereto a stamp of such value as shall in law be requisite.

52. No person shall be appointed proxy who is not a Shareholder, and the instrument appointing him shall be deposited at the registered office of the Company, not less than twenty-four hours before the time of holding the meeting at which he proposes to vote; but no such instrument shall be valid after the expiration of three months from the date of its execution.

DIRECTORS.

53. Until otherwise determined by a General Meeting, the number of Directors shall not be less than seven or exceed fifteen.

54. The qualification of a Director shall be the holding of ten shares, or the obtaining of the votes of a person or persons holding twenty-five shares in the aggregate.

55. The first Directors shall be Hon. Mr. A. Sapapathy, M.L.C.; Messrs. W. Duraiswamy, Advocate; V. Arumugampillai, Merchant; M. Asaipillai, Proctor; P. Muttiah, Merchant; W. A. Clough, Pensioner; S. V. Arumugam, Merchant; W. Wijaratnam, Pensioner; N. Selvadurai, Principal; K. Arumugam, Jeweller; and P. K. N. Nagappa Chetty, Merchant; and they shall hold office, except in the event of their becoming respectively disqualified, until the first Ordinary General Meeting of the Company.

56. Any casual vacancy in the Board may be filled up by the Board, but any person so chosen shall hold office only until the next Annual General Meeting.

57. As remuneration for their services the Directors shall be entitled to receive out of the funds of Company such annual sum as may be voted by the Shareholders in General Meeting. Such remuneration shall be exclusive of any sum paid by way of salary or remuneration to any Managing Director or Directors, and shall be divided among the Directors as they may determine.

58. The office of a Director shall be vacated—

- (1) If he ceases to hold the number of shares qualifying him for the office.
- (2) If by notice in writing to the Company he resigns office.
- (3) If he becomes insolvent.
- (4) If he is found lunatic, or become of unsound mind.

59. The Company may, by special resolution, remove any Director, before the expiration of his term of office, and appoint another Shareholder in his stead.

60. At every Ordinary Meeting of the Company, the whole of the Directors shall retire from office, but they shall be eligible for re-election.

61. The Directors may from time to time appoint one or more of their body to be Managing Director or Directors of the Company, with such powers as the Directors may think fit to confer on him or them, either for any fixed term or without any limitation as to the period for which he is to hold such office and may, subject to any contract between him and the Company, from time to time remove or dismiss him from office and appoint another in his place. The remuneration of the Managing Director shall be fixed by the Directors and may be by way of salary, commission, percentage, or participation in profits, or by any or all of these modes.

62. The Directors may meet together for despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business; and until otherwise determined, five shall form a quorum.

63. A Director may, and the Secretary at the request of any Director shall, at any time convene a meeting of the Directors. Questions arising at any meeting of the Directors shall be decided by a majority of votes of the Directors present, and in case of equality of votes the Chairman shall have a casting vote.

64. The Directors may elect a Chairman of their meetings, and may determine the period for which he shall hold office. If such Chairman has not been appointed, or if he is not present at the time appointed for a meeting, the Directors present shall choose some one of those present to be Chairman of such meeting.

65. The Directors shall cause Minutes to be made in a book or books, provided for and solely used for that purpose—

- (1) Of all appointments of officers made by the Directors.
- (2) Of the names of Directors present at each meeting of Directors.
- (3) Of all orders made by the Directors.
- (4) Of all resolutions and proceedings of meetings of the Company and of the Directors, and any such minute as aforesaid, if signed by any person purporting to be the Chairman of any meeting of Directors, shall be receivable in evidence without any further proof.

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

67. The Directors may delegate any of their powers to committees consisting of such Shareholder or Shareholders of their body as they think fit and may revoke the appointment of any such committee. Any committee so formed shall in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors.

68. The meetings and proceedings of any such committee consisting of two or more Shareholders shall be governed by the provisions herein contained for regulating the meetings of Directors so far as the same are applicable thereto and are not superseded by the express terms of the appointment of the committee or by any such regulations as aforesaid.

DIVIDEND.

69. The Directors may, with the sanction of the Company in General Meeting, declare a dividend to be paid to the Shareholders in proportion to their shares.

70. No dividend shall be payable except out of the profits arising from the business of the Company and with the sanction of the Directors.

71. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sum as they think proper as a reserve fund to meet contingencies or for equalizing dividends, or for repairing or maintaining the works connected with the business of the Company or any part thereof, and the Directors may invest the sum so set apart as a reserve fund, upon such security as they may, with the sanction of the Company, select.

72. The Directors may deduct from the dividends payable to any Shareholder all such sums of money as may be due from him to the Company on account of calls or otherwise.

73. No dividend shall bear interest as against the Company.

74. Notice of any dividend that may have been declared shall be given to each Shareholder, or sent by post or otherwise to his registered place of abode; and all dividends unclaimed for three years, after having been declared, may be forfeited by the Directors for the benefit of the Company.

75. The Directors shall cause true accounts to be kept of the moneys, received and expended by the Company and all matters in respect of which such receipts and expenditure take place and of the property, assets, credits and liabilities of the Company. But no Shareholder shall have any right to insist on the inspection of any account book or document of the Company except as conferred by the Ordinance, or authorized by the Directors, or by a resolution of the Company in General Meeting.

ACCOUNTS.

76. Once at least in every year the Directors shall lay before the Company in General Meeting a statement of the income and expenditure of the Company for the past year made up to a date not more than three months before each meeting.

77. The statement so made shall show, arranged under the most convenient heads, the amount of gross income distinguishing the several sources from which it had been derived and the amount of gross expenditure distinguishing the expense of the establishment, salaries, and other matters.

78. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of the profit and loss may be laid up before the meeting; and in cases 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 year.

79. At the Ordinary Meeting in each year the Directors shall lay before the Company a balance sheet containing a summary of the property and liabilities of the Company.

80. A printed copy of such balance sheet shall, twenty-one days previously to such meeting, be delivered or sent by post to the address of every Shareholder.

AUDIT.

81. The accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more Auditors to be elected by the Company in General Meeting.

82. The remuneration of the Auditors shall be fixed by the Company at the time of their election.

83. If any casual vacancy occurs in the office of Auditors, the Directors shall forthwith call an Extraordinary General Meeting for the purpose of supplying the same.

84. The Directors shall appoint the first Auditors to audit the accounts of the Company until the first Ordinary General Meeting and fix the remuneration payable to them.

85. Every Auditor shall be supplied with a copy of the balance sheet, and it shall be his duty to examine the same with the accounts and vouchers relating thereto.

86. Every Auditor shall have a list delivered to him of all the books kept by the Company, and he shall at all reasonable times have access to the books and accounts of the Company. He may at the expense of the Company employ accountants or other persons to assist him in investigating such accounts and he may in relation to such accounts examine the Directors or any other officer of the Company.

87. The Auditors shall make a report to the Shareholders upon the balance sheet and accounts, and in every such report they shall state, whether in their opinion, the balance sheet is full and fair containing the particulars required by these regulations and properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs; and in case they have called for explanations or information from the Directors, whether such explanations or information have been given by the Directors, and whether they have been satisfactory; and such reports shall be read, together with the report of the Directors at the Ordinary Meeting.

NOTICES.

88. Notices requiring to be served by the Company upon the Shareholders may be served either personally, or by leaving the same, or sending them through the post at their registered places of abode.

89. Every Shareholder shall give an address which shall be deemed his place of abode and shall be registered as such in the Books of the Company.

90. Any notice sent by post shall be deemed to have been served at the time when the letter concerning same is posted, and in proving such service, it should be sufficient to prove that the letter containing the notice was properly addressed and put in a Post Office box or handed in at a Post Office.

A. SAPAPATHY.
W. DURAISWAMY.
ස. ජයවර්ධන
M. ASAPILLAI.
ව. ජයවර්ධන
W. A. CLOUGH.
ඊ. ජයවර්ධන
W. WIJARATNAM.
N. SELVADURAI.
ඊ. ජයවර්ධන
D. G. S. S. S. S. S.

Attesting witness :

V. PASUPATHY PILLAI.

MEMORANDUM OF ASSOCIATION OF THE MOHEYEDEN COMPANY, WELLAWAYA, LIMITED.

1. The name of the Company is "THE MOHEYEDEN COMPANY, WELLAWAYA, LIMITED."
2. The registered office of the Company is to be established in Wellawaya.
3. The objects for which the Company is to be established are—
 - (a) To purchase, lease, take in exchange, hire, or otherwise acquire any 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, or 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.
 - (b) 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.
 - (c) 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, with any products, trees, plants, or crops that may be approved by the Company.
 - (d) To build, make, construct, equip, maintain, improve, alter buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (e) To enter into any agreement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (f) To hire, lease, or purchase land either with any 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.
 - (g) To lease any factory or other buildings from any company or person.
 - (h) To establish and maintain in Ceylon or elsewhere, stores, shops, and places for sale of tea, rubber, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail, and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof, and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (i) To let, lease, sell, exchange, or mortgage the Company's estate, lands, buildings, 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.
 - (j) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issues 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.
 - (k) 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 of 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.
 - (l) 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.
 - (m) To unite, co-operate, amalgamate, or enter into partnership of any arrangement for sharing profits of union of interest or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefits and in the name of the Company or otherwise, and pay for in otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
 - (n) To amalgamate with any other company having objects altogether or in part similar to this Company, among the Muhammadan community in Ceylon.
 - (o) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
 - (p) 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.
 - (q) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere, among the Muhammadan community.
 - (r) 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.
 - (s) To invest and deal with the money of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
 - (t) To promote and establish any other company whatsoever and to subscribe to and hold the shares of stock of any other company or any part thereof.
 - (u) 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.

- (v) 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 or partly other.
- (w) 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) 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 clause (unless a contrary intention appears) the word "Company" includes Companies or Corporations, and the word "persons" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Fifty thousand Rupees (Rs. 50,000), divided into Two hundred shares of Two hundred and Fifty Rupees (Rs. 250) each, with power to increase or reduce the capital.

The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
This is the signature of AHAMADU HADJIAR MOHAMADU ABDULLA ALIM SAIBO, of Moneragala :— සී.ස.අ.එ.සී, අහමද හාද්‍යාර් මොහමද අබ්දුල්ලා අලිම් සායිබ්.	Two
This is the signature of MERA LEBBE MARIKAR MATHECHAM MOHAMADU ISMAIL, of Passara :— එ. එ. ලෙබ්බේ මරිකර් මත්චෙච්ඡාම මොහමදු ඔස්මායිල්.	Two
This is the signature of UDAMA LEBBE MARIKAR MOHAMADU ABBUBAKER, of Wellawaya :— එ. උ. අබ්දුල්ලා උදාමා ලෙබ්බේ මරිකර් මොහමදු අබ්දුබාකර්.	Two
This is the signature of ISMAIL LEBBE MARIKAR ABDUL HAMEEDU, of Tissamaharama :— ඔස්මායිල් ලෙබ්බේ මරිකර් අබ්දුල් හමීද්.	Two
This is the signature of AHAMADU HADJIAR NOOR MOHAMMEDO, of Moneragala :— A. H. NOOR MOHAMMEDO	Two

Witness to the above signatures, at Badulla, this 3rd day of May, 1918 :

ALFRED BARTHOLOMEUSZ,
Proctor, Badulla.

This is the signature of KUNJI BAWA ABDUL LATIFF, of Wellawaya :—

කු. අබ්දුල්ලා බවා අබ්දුල්ලා ලාතිෆ්.

Two

This is the signature of AHAMADU HADJIAR MOHAMADU SALIHU, of Moneragala :—

A. H. M. SALIHU

Two

Witness to the above signatures, at Buttala, this 7th day of May, 1918 :

C. F. DEUTROM,
District Medical Officer.

Total . . . Fourteen

ARTICLES OF ASSOCIATION OF THE MOHEYEDEN COMPANY, WELLOWAYA, 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 Moheyedeen Company, Wellawaya, 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, who shall be a Muhammadan.

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

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

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

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

“Office” means the registered office for the time being of the Company.

“Seal” means the common seal for the time being of the Company.

“Month” means a calendar month.

“Writing” means printed matter or print as well as writing.

“Muhammadan” means and includes all persons resident in Ceylon who are of the Muhammadan faith and religion.

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, they shall do so 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, who shall be Muhammadans.

4. The original capital of the Company is Fifty thousand Rupees (Rs. 50,000), divided into Two hundred (200) shares of Two hundred and Fifty Rupees (Rs. 250) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

6. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the same provisions in all respects with reference to the payments of allotment money, calls, and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise, as if it had formed part of the original capital.

7. The Directors may in like manner, and with like sanction, reduce the capital of the Company.

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 share.

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, 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 Meeting resolving on the creation thereof, or any other General Meeting of the Company shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting.

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct. 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 sign the name of the firm shall be entitled to vote and to give proxies.

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

15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but 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 clause 36 to become a Shareholder in respect of any share.

18. The joint-holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

19. Every Shareholder shall be entitled to a certificate under the common seal of the Company specifying the shares held by him and the amount paid thereon.

20. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

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

CALLS.

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

23. If any Shareholder fail to pay the amount of any call due by him on or before the day appointed for payment thereof, he shall be liable to forfeit all dividends and profits till actual payment is made.

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

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

26. The Directors may at their discretion receive from any of the Shareholders willing to advance the same and upon such terms as they think fit all or any part of the moneys due upon their respective shares beyond the sums actually called for.

TRANSFER OF SHARES.

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

28. No transfer of shares shall be made to an infant or person of unsound mind, or to any person other than a Muhammadan.

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

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

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

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

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

34. The Register of Transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting; and when a dividend is declared for the three days next ensuing 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 thirty 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.

36. 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.

37. If any person who shall become entitled to be registered in respect of any share under clause 35 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 case of the death of any Shareholder, no person shall, within twelve calendar months after such death be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

38. 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.

39. 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 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 expenses as aforesaid are to be paid.

The notice shall also state that, in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

If the requisition of such notice as aforesaid be not complied with, every or any share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or instalment 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, and expenses owing upon or in respect of such shares at the time of the forfeiture 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.

42. 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.

43. 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 otherwise, and whether due from any such holder individually or jointly with others, including all calls which the Directors shall have resolved to make, although the times appointed for the payment thereof shall not have arrived; and where any share is held by more persons than one, the Company shall be entitled to the said charge or lien in respect of any money due to the Company from any of such person. And the Directors may decline to register any transfer of shares subject to such charge or lien.

45. 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 in 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.

46. The net 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.

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

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 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 resolution could have been affected without it.

51. Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respect 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 Company's property, 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 purpose of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Three 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 Secretary or Secretaries 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 of 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 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.

59. 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 fourteen 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 objects 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 account 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 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.

67. No business shall be transacted at any General Meeting, except the declarations of a dividend recommended by a report of the Director 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 by the votes of the Shareholders present in person or by proxy; and in case there shall be an equality of votes, the Chairman at such meetings shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some member present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

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 vote to which he may be entitled as a Shareholder and proxy, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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 member shall have one vote only. In case of a poll every shareholder shall have one vote for every share held by him up to ten, and an additional vote for every five shares beyond the first ten up to thirty.

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.

79. Votes may be given either personally or by proxy.

80. 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 propose to vote.

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

The Moheyedeen Company, Wellaway, Limited.

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

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

85. No objection shall be made to the validity of any vote (whether given personally or by proxy) except at the meeting or poll at which such votes shall be tendered; and every vote (whether given personally or by proxy) 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 four or more than seven, 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 five 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 remuneration for their services the Directors shall be entitled to a sum that may be determined in General Meeting, and may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be Ahamadu Hadgiar Mohamadu Abdulla Alim Saibo, &c., the subscribers hereto, 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.

89. 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.

94. 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 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, or Solicitor.
- (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 business 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, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, 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 these presents, and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

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

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.

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

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 the 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 individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit; and the Directors shall have power to do all such things as may be necessary for carrying such 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.

111. 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 awards.
- (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 the trustee, assignee, liquidator, or inspector or 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 trustee 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.
- (g) Before recommending any dividend to 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, and for other purposes as the Directors in their absolute discretion think conducive to the interests of the Company, and to 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 to the business of the Company, and that without being bound to keep the same separate from their other assets.

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

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

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 a 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 thereof shall have a casting vote in addition to his vote as a Director.

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

117. The meetings and proceedings of such committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the 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.

118. The acts of the Board and of any committee 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.

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

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

121. 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.

122. 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.

123. 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.

131. 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.

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

137. 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 a sum as they think proper as a reserve fund, and shall invest the same in such securities as they may with the sanction of the Company select, or shall place the same in fixed deposit in any bank or banks.

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, or maintaining, or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purpose connected with the interest of the Company that they may from time to time deem expedient.

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

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.

143. 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 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 effectual.

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 notice.

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

ARBITRATION.

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

EVIDENCE.

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

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 effect or any part thereof shall be made by the Directors under the powers hereby under the Ordinance conferred on them.

In witness thereof the subscribers to the Articles of Association have hereto set and subscribed their names at Badulla on the dates hereinafter mentioned.

This is the signature of AHAMADU HADJIAR MOHAMADU ABDULLA ALIM SAIBO, of Moneragala :—

இன்பு.கீ, அஹது ஹஜிர் முஹாது அப்துல் அலிம் சைபு.

This is the signature of MERA LEBBE MARIKAR MATHECHAM MOHAMADU ISMAIL, of Passara :—

உ. மீ. முஹது மீசுவரீசு மத்தீசு.

This is the signature of UDUMA LEBBE MARIKAR MOHAMADU ABBUBAKER, of Wellawaya :—

உ. டு. அபுபகர் உதாரமெய்ய மரிசுர் முஹது அபுபகர்.

This is the signature of ISMAIL LEBBE MARIKAR ABDUL HAMEEDU, of Tissamaharama :—

மீசுவரீசு மெய்ய மரிசுர் அப்துல் ஹமீது.

This is the signature of AHAMADU HADJIAR NOOR MOHAMMEDO, of Moneragala :—

A. H. NOOR MOHAMMEDO

Witness to the above signatures, at Badulla, this 3rd day of May, 1918 :

ALFRED BARTHOLOMEUSZ,
Proctor, Badulla.

This is the signature of KUNJI BAWA ABDUL LATIFF, of Wellawaya :—

கு. அப்துல் கைதீபு, குஞ்சிபவா அப்துல் கைதீபு.

This is the signature of AHAMADU HADJIAR MOHAMADU SALIHU, of Moneragala :—

A. H. M. SALIHU

Witness to the above signatures, at Buttala, this 7th day of May, 1918 :

C. F. DEUTROM,
District Medical Officer.

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF DARTONFIELD ESTATE, LIMITED.

1. The name of the Company is "DARTONFIELD ESTATE, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase from the proprietors thereof the Dartonfield estate, situated in Matugama, in the District of Kalutara, Western Province.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any of the land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

- (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
- (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (f) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
- (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
- (h) To lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market rubber, coconuts, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, coconuts, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, coconuts, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "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.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into Ten thousand (10,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance 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:—

Name and Address of Subscribers.	Number of Shares taken by each Subscriber.
F. JAS. HAWKES, Colombo .. .. .	.. One
J. W. OLDFIELD, Kalutara South (by his attorney F. JAS. HAWKES) .. .. .	.. One
J. G. MOORE, Colombo .. .. .	.. One
E. E. POWELL (by his attorney W. E. KEELL, Colombo) .. .. .	.. One
W. E. KEELL, Colombo .. .. .	.. One
F. W. TRELOAR, Colombo .. .. .	.. One

Witness to the above six signatures, this 5th day of June, 1918:

V. A. JULIUS,
Proctor, Supreme Court, Colombo.

F. W. CHALK, Colombo One
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Witness to the above signature, this 6th day of June, 1918:

V. A. JULIUS,
Proctor, Supreme Court, Colombo.

Total number of Shares taken ..	Seven
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ARTICLES OF ASSOCIATION OF DARTONFIELD ESTATE, 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.

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, viz:—

The word "Company" means "Dartonfield Estate, 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 any person whose name is entered in the Register of Shareholders as owner or joint owner of any share in the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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 nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into 10,000 shares of Ten Rupees (Rs. 10) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto, as such resolution shall direct, and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

6. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the same provisions in all respects with reference to the payments of allotment money, calls, and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise, as if it had formed part of the original capital.

7. The Directors may in like manner, and with like sanction, reduce the capital or subdivide or consolidate the shares of the Company.

SHARES.

8. The Company may call up the balance capital whenever the Directors shall think fit, and may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

9. If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the shares.

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands, being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands or as remuneration for work done for or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct; and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of assets of the Company and with a special or without any right of voting.

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them; and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the share so allotted to the Shareholders.

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct.

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

14. Shares may be registered in the names of two or more persons jointly.

15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but only one of such joint-shareholders shall be entitled to the right of voting and of giving proxies and exercising the other rights and powers conferred on a sole Shareholder, and if the joint-holders cannot arrange amongst themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares shall vote or give proxies and exercise those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from the Island, the first registered Shareholder then resident in Ceylon shall vote or give proxies and exercise all such rights and powers as aforesaid.

16. In case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 36 to become a Shareholder in respect of any share.

18. The joint-holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

19. Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares held by him and the amount paid thereon.

20. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

21. The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of one rupee 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 of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but only, if at all, upon the transferee.

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

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.

36. 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 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.

37. If any person who shall become entitled to be registered in respect of any share under clause 36 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

38. 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.

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

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

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

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.

42. 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.

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

44. 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.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

53. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Forty thousand (Rs. 40,000), but the Directors shall not have power to mortgage or hypothecate any of the property of the Company as security for the repayment of such sum or sums of money without the sanction of a General Meeting.

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

74. At any meeting every resolution shall be decided by 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 or in the case of a special resolution by three members present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

75. If at any meeting a poll be demanded by some Shareholder present at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as

hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

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

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

81. No Shareholder shall be entitled to be present or to vote either personally or by proxy or by attorney 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, shall be entitled to be present or 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 registered as the holder of the share in respect of which he claims to vote at least three months previously to the time of holding the meeting at which he proposes to vote.

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

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

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 to vote.

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

Dartonfield Estate, Limited.

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

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

85. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney), except at the meeting or poll at which such vote 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 nor 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 fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

88. As a remuneration for their services, the Directors shall be entitled to appropriate a sum, not exceeding Three thousand Rupees (Rs.3,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. The first Directors shall be Frederick William Treloar, John Gage Moore, and Frederick James Hawkes, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

Gordon Frazer and Company, Limited, shall be the sole Agents and Secretaries of this Company for a period of ten years from the incorporation thereof, and shall be entitled to such remuneration as the Directors shall from time to time determine.

ROTATION OF DIRECTORS.

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

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

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

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

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

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

97. A General Meeting may from time to time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he is concerned or participates in the profits of any contract with, or work done for, the Company.

Provided that no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director or by his being Agent, or Secretary, or Solicitor, or by his being a member of a firm who are Agents, or Secretaries, or Solicitors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

POWERS OF DIRECTORS.

104. The Directors shall have power to carry into effect the acquisition of the said Dartonfield estate, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

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

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

107. The Directors shall exercise, in the name and on behalf of the Company, all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting, and shall generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company and are not by any Ordinance or by these presents required to be exercised or done by, the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinances and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration and observe and perform or enforce the awards.
- (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.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

141. Any General Meeting may direct payment of any dividend declared at such meeting, or of any interim dividends which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or 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 other form of specie, 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.

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

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

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

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

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

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

NOTICES.

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

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

150. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder, at his registered address or place of abode, and any notice so served shall be deemed to be well served, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agent or Secretary, or Agents or Secretaries of the Company, their own or some other address in Ceylon 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. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149 shall not be entitled to be given any notices.

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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 shall 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, 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 aforesaid 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 dates hereafter written.

F. JAS. HAWKES.

J. W. OLDFIELD (by his attorney F. JAS. HAWKES).

J. G. MOORE.

E. E. POWELL (by his attorney W. F. KEELL).

W. E. KEELL.

F. W. TRELOAR.

Witness to the above six signatures, this 5th day of June, 1918, at Colombo:

V. A. JULIUS,

Proctor, Supreme Court, Colombo.

F. W. CHALK.

Witness to the above signature, this 6th day of June, 1918, at Colombo:

V. A. JULIUS,

Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE SMALL INVESTMENTS COMPANY, LIMITED.

1. The name of the Company is "THE SMALL INVESTMENTS COMPANY, LIMITED."
 2. The registered office of the Company is to be established at No. 40c, Wellawatta road, Bambalapitiya, in Colombo.
 3. The objects for which the Company is established are—
 (a) The carrying on of the business of purchasing and leasing land, and planting, building on them, and otherwise developing them.
 (b) The maintenance of such houses, plantations, estates, and lands, and their sale, lease, or other disposal for the profit of the Company.
 (c) The lending of money on interest.
 (d) The doing of all things necessary for carrying out successfully the objects set out in (a), (b), and (c).
 4. The liability of the Company is limited.
 5. The nominal capital of the Company is Rupees Two hundred and forty Thousand (Rs. 240,000), divided into Two thousand shares of Rupees One hundred and Twenty each.
 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 of Subscribers.	Number of Shares taken by each Subscriber.
Mudaliyar B. P. DE SILVA, Sirimedura Walauwa, Galle ..	.. One
T. AMARASURIYA, Sirimedura Walauwa, Galle ..	.. One
D. AMARASURIYA, Riverside, Galle ..	.. One
J. P. S. DE SILVA, Proctor, Ambalangoda ..	.. One
M. DE A. DISSANAYAKE, Gaydene, Bambalapitiya ..	.. One
P. A. DE SILVA, Gaydene, Bambalapitiya ..	.. One
M. W. H. DE SILVA, Treshima, Havelock Town ..	.. One
Total number of Shares taken ..	Seven

Witness:

M. W. R. DE SILVA.

Dated the 11th day of June, 1918.

ARTICLES OF ASSOCIATION OF THE SMALL INVESTMENTS COMPANY, LIMITED.

SHARES.

1. Every person taking shares in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company from time to time directs.
2. Every application for allotment of shares in the Company shall be accompanied by a payment at the rate of Rs. 10 for each share applied for, and in case the shares are allotted, the Shareholder shall thereafter pay at the rate of Rs. 10 per month for each share allotted during the succeeding eleven months, before the 10th day of every such succeeding month. In the event of shares not being allotted the money accompanying the application shall be returned to the applicant.
3. Any Shareholder failing to pay an instalment when due shall be liable to pay interest at the rate of 12 per cent. on the sum remaining unpaid from the date from such sum became due till the date of payment.
4. The Company may receive from any Shareholder willing to advance the same the whole or any part of the instalments to become due upon his shares, and may allow interest thereon at a rate not exceeding 6 per cent. per annum.
5. The Company may decline to register a transfer of shares made by a Shareholder who is in debt to the Company.
6. Every Shareholder shall on payment of a fee of cents fifty be entitled to a certificate (which may be renewed on payment of a similar fee) specifying the share or shares held by him and the amount paid on them.
7. The Transfer Books shall be closed during the fifteen days immediately preceding the Ordinary General Meeting of every year.

TRANSMISSION OF SHARES.

8. On the death, bankruptcy, or insolvency of any Shareholder his executor, or administrator, or assignee may be registered as a Shareholder on satisfactory proof of his status as such executor, administrator, or assignee being produced.
9. No person becoming entitled to a share by succession to any Shareholder will be entitled to any privileges of a Shareholder till his name is registered in the Books of the Company as a Shareholder.

FORFEITURE OF SHARES.

10. If any Shareholder fails to pay any instalment within a period of three months from the date when such instalment became due, the Directors shall serve a notice on such Shareholder calling upon him to pay such instalment with interest within three days of the service of such notice.
11. If any Shareholder fails to comply with the requirements of such notice, the Directors may declare such share forfeited, notwithstanding the payment of any interest under rule 3.
12. The shares so forfeited shall be the property of the Company and may be disposed of in such manner as the Company thinks fit.

INCREASE OF CAPITAL.

13. The Company may, by a resolution of the Shareholders passed at a meeting called for the purpose, increase its capital by an increase in the number of shares of the Company.
14. Any capital raised by such addition to the number of shares of the Company shall be subject to the same provisions as the original capital.

GENERAL MEETINGS.

15. The first General Meeting shall be held at such time, not more than twelve months after the incorporation of the Company, and at such place as the Directors may determine.
16. Subsequent General Meetings shall be held at such time and place as may be prescribed by the Company in General Meeting, and if no other time or place is prescribed, a General Meeting shall be held on the first Monday in the month of June of every year, at such place as the Directors may determine.

17. The above-mentioned General Meetings shall be called Ordinary, and all other General Meetings Extraordinary.

18. The Directors may, whenever they think fit, and they shall, upon a requisition in writing made by any number of Shareholders holding in the aggregate not less than one-fifth of the shares in the Company, convene an Extraordinary Meeting.

19. Any requisition so made by the Shareholders shall state the object of the meeting proposed to be called, and shall be left at the registered office of the Company.

20. Upon the receipt of such requisition, the Directors shall forthwith proceed to convene a General Meeting. If they do not proceed to convene the same within twenty-one days from the date of the requisition, the requisitionists or any other Shareholders holding the required number of shares may themselves convene a meeting.

21. Seven days' notice at least, specifying the place and the hour of meeting, and the purpose for which the meeting is to be held, shall be given by advertisement in a local newspaper, or in any other effectual way, in which the Directors may determine.

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

23. No business shall be transacted at any meeting, except the declaration of a dividend, unless a quorum of the Shareholders is present at the commencement of such business, and such quorum shall be ascertained as follows, that is to say, if the Shareholders of the Company at the time of the meeting do not exceed ten in number, the quorum shall be five. If they exceed ten, there shall be added to the above quorum one for every additional five Shareholders up to fifty, and one for every additional ten Shareholders after fifty, provided, however, that the quorum shall in no case exceed thirty.

24. If within one hour from the time appointed for the meeting the required number of Shareholders is not present, the meeting, if convened upon the requisition of the Shareholders, shall be dissolved. In any other case it shall stand adjourned for any date which may be determined upon by the Directors.

25. Every meeting shall appoint one of the Directors as its Chairman.

26. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time, but no business shall be transacted at such adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

27. A declaration by the Chairman of any meeting that a resolution has been carried, and an entry to that effect in the books of the proceedings of the Company shall be sufficient proof of the fact of such resolution been carried.

VOTE OF SHAREHOLDERS.

28. Every Shareholder shall have one vote for every share up to five. He shall have an additional vote for every five shares beyond the first five up to twenty-five, and an additional vote for every ten shares beyond the first twenty-five.

29. If any Shareholder is a minor or under other disability he may vote by his guardian or curator.

30. No Shareholder shall be entitled to vote at any meeting unless all the instalments due on his shares have been paid nor until he has been possessed of his shares for two months.

31. Votes may be given either personally or by proxy.

32. No person shall be appointed a proxy who is not a Shareholder, and the instrument appointing him shall be deposited at the registered office not less than twenty-four hours before the time of holding the meeting at which he proposes to vote. No proxy shall be of any force after the expiration of a month from the date of its execution.

DIRECTORS.

33. The number of the Directors and the names of the first Directors shall be determined by the subscribers to the Memorandum.

POWERS OF DIRECTORS.

34. The business of the Company shall be carried on by the Directors of the Company, and they shall exercise all the powers of the Company, except those which are by these articles of association declared to be only exercisable by the Company in General Meeting.

35. A Director shall vacate his office—

(a) If he holds any other office or place of profit under the Company.

(b) If he becomes insolvent.

(c) If he is concerned in or participates in the profits of any contract with the Company.

(d) If he participates in the profits of any work done for the Company.

ROTATION OF DIRECTORS.

36. At the First Ordinary Meeting after the incorporation of the Company all the Directors shall retire from office, and at the First Ordinary Meeting of every subsequent year one-third of the Directors shall retire from office.

37. The Directors who are to retire during the first and second years ensuing the incorporation of the Company shall, unless the Directors agree among themselves, be determined by ballot. In every subsequent year the one-third who have been longest in office shall retire.

38. The retiring Directors shall be eligible for re-election.

39. The Company shall at the General Meeting at which the Directors retire elect an equal number of persons to fill up the vacated offices, but if no election is made at such meeting or at any adjournment thereof the retiring Directors shall continue to act till the next ordinary meeting.

40. Any casual vacancy in the Board of Directors may be filled up by the Directors, and the persons who are appointed shall hold office so long as the vacating Director would have held office if no vacancy had occurred.

41. The Company in General Meeting may by special resolution remove any Director and appoint another in his place.

DIVIDENDS.

42. The Directors may, with the sanction of the Company in General Meeting, declare a dividend to be paid out of the profits earned by the Company to the Shareholders in proportion to the number of instalments paid by them.

ACCOUNTS.

43. Once at least in every year the Directors shall lay before the Company in General Meeting a full and complete statement of the income and expenditure, as well as a complete balance sheet for the past year made up to a date not more than three months before such meeting.

44. A copy of such balance sheet shall be sent to all the Shareholders at least seven days previously to the meeting at which such balance sheet is to be submitted.

AUDIT.

45. The accounts of the Company shall be audited annually, and the report of the Auditors on the accounts of the Company shall be read at the ordinary meeting, together with a report from the Directors with regard to the working of the Company.

46. The Auditors shall be appointed by the Company at one of its meetings and such Auditors may or may not be Shareholders of the Company.

NOTICES.

47. Notices requiring to be served on the Shareholders may be served either personally, or by leaving the same, or sending them through the post in a letter addressed to the Shareholders, at their registered places of abode.

B. P. DE SILVA.
T. AMARASURIYA.
D. AMARASURIYA.
J. P. S. DE SILVA.
M. DE A. DISSANAYAKE.
P. A. DE SILVA.
M. W. H. DE SILVA.

Dated the 11th day of June, 1918.

Witness : M. W. R. DE SILVA.

[First Publication.]

George Stuart & Co.

NOTICE is hereby given that the partnership which existed between Mr. William Anderson, Mr. John Paterson, Mr. John Moray Gordon, Mr. Thomas Lister Villiers, Mr. James John Park, and Mr. Edgar Turner terminated by effluxion of time on June 30, 1918, and that the said Mr. William Anderson and Mr. John Paterson retired from the partnership as from that date.

We further give notice that Mr. George Percival Madden has been admitted a partner in our firm from this date.

Colombo, July 1, 1918. GEORGE STEUART & CO.

Auction Sale of a Property at Peer Saibo's Lane, Colombo.

Under Mortgage Decree.

In the District Court of Colombo.

Thena Vana Rawanna Mana Soona Pana Ramasamy Chetty of Sea street in Colombo Plaintiff.

No. 49,895. Vs.

(1) Ahamadu Lebbe Seleyma Lebbe Amina Umma, (2) Ahamadu Lebbe Sleyma Lebbe Ahiya Umma, both of No. 10, Peer Saibo's lane, Colombo Defendants.

UNDER and by virtue of the decree entered in the above-styled action and on an order issued to me in the said action, I shall put up for sale by public auction on Tuesday, July 30, 1918, at 5 P.M., at the spot:—

All that divided portion of an allotment of land with the buildings standing thereon, bearing assessment No. 10, situated at Peer Saibo's lane within the Municipality and District of Colombo.

For further particulars please apply to W. Sathasivam, Esq., Proctor and Notary, Colombo, or to the undersigned—

A. Y. DANIEL,
of A. Y. DANIEL & SON,
Auctioneers and Brokers.

4, Baillie street, Fort,
Phone 289.

Auction Sale of Property at Haldanduwana,
in the District of Chilaw.

UNDER decree in case No. 12,567, D. C., Negombo, entered in favour of the plaintiff Suna Pana Kana Nana Muthukulappa Pulle of Negombo, against the defendants (1) Ana Brito, widow of the late Simon Rodrigo Paulu Pulle, (2) Dominikku Rodrigo Siman Pulle, (3) Peduru Rodrigo Siman Pulle, and (4) Christogu Rodrigo Siman Pulle, all of Haldanduwana, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 6,504 dated August 24, 1912, and attested by T. H. de Silva, Notary, by public auction, at the spot, at 2.30 P.M., on Tuesday, July 23, 1918, to wit:—

The land Kahatagahawatta, situate at Haldanduwana, in Otara palata of the Pitigal korale, in the District of Chilaw, North-Western Province, in extent about 4 acres and 1 rood, of the southern undivided $\frac{1}{2}$ share of this land, the undivided $\frac{7}{8}$ shares.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, June 26, 1918.

M. P. KURERA,
Auctioneer.

Auction Sale of Property at Wattala, in the District
of Colombo.

UNDER decree in case No. 10,775, D. C., Negombo, entered in the favour of the plaintiff Seena Wana Ana Nana Narayanan Chetty of Negombo, against the defendant Madura walage Don Peter Jayasundara of Wattala, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 959 dated March 9, 1914, and attested by D. L. E. Amerasinghe, Notary, by public auction, at the spot, at 11 A.M., on Saturday, July 27, 1918, to wit:—

An undivided $\frac{1}{2}$ share of the land called Meellagahawatta, situate at Wattala, in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province; in extent 2 roods and 16 perches, with the tiled house standing thereon.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, June 26, 1918.

M. P. KURERA,
Auctioneer.

Auction Sale of Properties in the Districts of Colombo
and Negombo.

UNDER decree in case No. 12,663, D. C., Negombo, entered in favour of the plaintiff Suna Pana Rawanna Mana Ramanaden Chetty of Negombo against the defendants (1) Don David Amerasinghe and (2) Robertina Amerasinghe, husband and wife, both of Mahahunupitiya, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties mortgaged by bond No. 13,662 dated February 5, 1917, and attested by T. H. de Silva, Notary, by public auction, at the respective spots, to wit:—

On Monday, July 29, 1918, at 11 A.M.

1. The land Kahatagahawita, situate at Hendala, in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province, in extent 1 acre and 19 perches; of this land an undivided $\frac{1}{9}$ share, as a primary mortgage.

Same day at 11.15 A.M.

2. The $\frac{1}{2}$ share of the land Dawatagahawitta, situate at Thimbrigasyaya in Hendala aforesaid, which said $\frac{1}{2}$ share is in extent 1 acre 1 rood and 36 perches; of this an undivided $\frac{1}{9}$ share, as a primary mortgage.

On Tuesday, July 30, 1918, at 4.45 P.M.

3. The portion "A" of the land called Green Park, situate at Mahahunupitiya, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, is in extent 2 acres and 3 perches, with the buildings standing thereon, as secondary mortgage, subject to the primary mortgage in favour of the said plaintiff and Suna Pana Rawanna Mana Suppramanian Chetty.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, July 2, 1918.

M. P. KURERA,
Auctioneer.

Auction Sale of Property at Kottala, in the District of Colombo.

UNDER decree in case No. 12,293, D. C., Negombo, entered in favour of the plaintiff Thalukuwa-Kanalamalage Nonohamy, assisted by her husband Weerakodi Appuhamillage Martheris Appuhamy of Galgomuwa, against the defendants (1) Kottalage Thomas Appu of Kottala, presently of Jail house, Jaffna, and (2) Kottalage Juanis Appu of Kottala, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 14,557 dated November 21, 1912, attested by D. H. Samaratinga Randunu, Notary, by public auction, at the spot, at 10.30 A.M., on Tuesday, July 30, 1918, to wit:—

The undivided 3/16 shares of the land called Delgahawatta, situate at Kottala, in Meda pattu of Siyane korale, in the District of Colombo, Western Province; which entire land is in extent about 15 acres, and the cadjan thatched house in which the 1st defendant resides.

Further particulars from S. C. Sansoni, Esq., Proctor, Supreme Court, and Justice of the Peace, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, July 2, 1918.

Auction Sale of Property at Wewagedera, in the District of Negombo.

UNDER decree in case No. 12,337, D. C., Negombo, entered in favour of the plaintiff Jayakodi Aratchige Don Migel Appuhamy of Balagalla against the defendants (1) Jalathkankanamalage Hendrick Appuhamy and (2) ditto Amaris Appuhamy, both of Wewagedera, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 12,579 dated March 18, 1912, and attested by J. P. P. Samarasekera, Notary, by public auction, at the spot, at 4 P.M., on Wednesday, July 31, 1918, to wit:—

A portion to the south-east from the land called Medakele, situated at Wewagedera, in Dasiya pattuwa of the Alutkuru korale, in the District of Negombo, Western Province, which said portion is in extent about 18 acres, with the buildings thereon.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, July 2, 1918.

Auction Sale of Properties at Dagonna and Palugahawela, in the District of Negombo.

UNDER decree in case No. 12,737, D. C., Negombo, entered in favour of the plaintiff Sawanna Thana Seena Wana Weerappa Chetty of Negombo against the defendant Wairamuni Henry Silva of Dagonna, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties mortgaged by bond No. 63 dated March 22, 1917, and attested by G. P. W. S. Samarasinghe, Notary, by public auction, at the respective spots, on Friday, August 2, 1918, to wit:—

At 2 P.M.

1. The land of several lots called Dambughawatta, situate at Dagonna in Godakaha palata in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent 2 acres 1 rood and 36 perches, excluding an undivided 1 acre on the east, the remaining western portion of 1 acre 1 rood and 36 perches and the buildings standing thereon.

At 2.15 P.M.

2. An undivided $\frac{1}{2}$ share of the land called Kongahawatta or Siyambalahawatta, with the buildings standing thereon, situate at Dagonna aforesaid, in extent about 3 acres.

At 2.30 P.M.

3. An undivided $\frac{1}{2}$ share of the land called Delgahadeniya, with the buildings standing thereon, situate at Dagonna aforesaid, in extent 1 acre and 21 perches.

At 2.45 P.M.

4. An undivided $\frac{1}{2}$ share of the land called Iddehena, with the buildings standing thereon, situate at Dagonna aforesaid, in extent about 1 acre.

At 3.30 P.M.

5. The field called Palugaha-agara, situate at Palugahawela in Dunagaha pattu aforesaid, in extent 5 parras and 3 kurunies of paddy sowing ground. Of the undivided 11/12th shares of this field, &c., a $\frac{1}{2}$ share.

Further particulars from Tudor Rancesinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, July 2, 1918.

Auction Sale of Properties at Oterawadiya and Mullayaya, in the District of Negombo.

UNDER decree in case No. 12,712, D. C., Negombo, entered in favour of the plaintiff Kathilake Arthanayake Mudalige Herat Rancesinghe, Deputy Coroner of Yogiya, against the defendants (1) Sembukuttiaratchige Jusey Silva Appuhamy, (2) Sembukuttiaratchige Paulis Silva Appuhamy, and (3) Sembukuttiaratchige Joranis Silva, all of Katana, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties mortgaged by bond No. 7,608 dated August 16, 1902, and attested by E. C. Pathiratne, Notary, by public auction at the respective spots, on Saturday, August 3, 1918, viz:—

At 2 P.M.

1. The land called Jambughawatta, situate at Oterawadiya, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent about 1 acre.

At 2.30 P.M.

2. The $\frac{1}{2}$ share of the land called Beligahawatta, situate at Mullayaya in Dunagaha pattu aforesaid, in extent about 5 acres and 2 roods.

At 2.45 P.M.

3. The 1/10 share of the land called Kongahawatta, situate at Mullayaya aforesaid, in extent about 1 acre and 2 roods.

At 3 P.M.

4. The 1/10 share of the land called Thelatiyawelahena, situate at Mullayaya aforesaid, in extent about 1 acre.

At 3.15 P.M.

5. The undivided $\frac{1}{2}$ share of the land called Kongahawatta, situate at Mullayaya aforesaid, in extent about 1 acre and 2 roods.

At 3.30 P.M.

6. The undivided $\frac{1}{2}$ share of the land called Kajughawatta, situate at Mullayaya aforesaid, in extent about 1 acre and 2 roods.

At 3.45 P.M.

7. The 1/20 share of the divided $\frac{1}{2}$ share of the land called Theletiyawelahena, situate at Mullayaya aforesaid, which said $\frac{1}{2}$ share is in extent about 3 roods.

Further particulars from Tudor Rancesinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, July 2, 1918.

Auction Sale of Valuable Properties at Nainamadama and Boralessa, in the District of Chilaw, and Kunuthippola, in the District of Kurunegala.

UNDER decree in case No. 12,100, D. C., Negombo, entered in favour of the plaintiff Muna Runa Una Pana Lana Muna Runa Arumugam of Negombo against the defendant Moderage Moses Wanas, Surveyor of Nainamadama, and by virtue of the order issued to me for the recovery of the sum of Rs. 21,114, with interest and costs, less a sum of Rs. 4,000, I shall sell the under-mentioned properties mortgaged by bond No. 3,179 dated February 4, 1916, and attested by M. B. W. Jayasekera, Notary, by public auction, at the respective spots, viz:—

On Wednesday, August 7, 1918, commencing at 10 A.M.

(1) The land of contiguous lots called Kajughawatta and Moragahawatta, situate at Nainamadama in Kannal pattu of Pitigal korale, in the District of Chilaw, Northern Western Province, in extent about 4 acres, with the buildings thereon.

(2) The land called Seragahawatta, situate at Nainamadama aforesaid, in extent about 1 acre and 1 rood.

(3) The land called Higgahawatta, situate at Nainamadama aforesaid, in extent about 50 coconut trees plantable ground.

(4) The land called Madangahawatta or Siyambalagahawatta, situate at Nainamadama aforesaid, in extent 3 roods and 16 perches, of which an undivided 27/30 share.

(5) The land called Gothatugahawatta, situate at Nainamadama aforesaid, in extent about 1 acre and 1 rood.

(6) The land called Siyambalagahawattakotasa, situate at Nainamadama aforesaid, in extent about 1 acre, of this land the soil and plantations of the western undivided just $\frac{1}{2}$ share.

On the same day commencing at 3 P.M.

(7) The land of two contiguous lots called Beligahawatta or Ambagahawatta, situate at Boralessa, in Kammal pattu aforesaid, in extent about 1 acre and 2 roods, with the buildings thereon.

(8) The field called Gorakagahakotuwa, situate at Boralessa aforesaid, in extent about 12 bushels of paddy sowing ground, of this field the undivided $\frac{1}{12}$ share.

(9) The field called Gorakagahakotuwaihalakele, situate at Boralessa aforesaid, in extent about 3 parrahs of paddy sowing ground, of this field the undivided $\frac{1}{3}$ share.

(10) The field called Kurundugahakumbura, situate at Boralessa aforesaid, in extent about 4 bushels of paddy sowing ground, of this field the undivided $\frac{1}{4}$ share.

On Thursday, August 8, 1918, at 4 P.M.

(11) The land called Thalghamulahenyaya, situate at Kunuthippola, in Katugampola hatpattu of Katugampola korale, in the District of Kurunegala, North-Western Province, in extent 1,000 coconut trees plantable ground at 25 feet apart from each other.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, July 2, 1918.

Auction Sale under Mortgage Decree of Property at Nilpanagoda.

UNDER mortgage decree in case No. 11,838, D. C. Negombo, entered in favour of the plaintiff (1) Nilpanagoda Suddha Tissa Terunnanse of the Buddhist Temple at Paliyapitiya and the substituted plaintiffs (2) Napayalaha Kuruge Karonchiya and wife (3) Hewayalage Manchi Fernando, both of Hapugastenna, against the defendants (1) Alawaladewage Irathelis Fernando, (2) ditto Julia Fernando and husband (3) ditto Piloris Fernando, all of Nilpanagoda, and the added defendant Haramanis Fernando, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction, at the spot, at 4 P.M., on Thursday, July 25, 1918, the under-mentioned property mortgaged by mortgage bond No. 25,086 dated June 22, 1914, attested by N. J. C. Wijesekara, Notary Public, to wit:—

An undivided portion in extent 5 acres, together with the trees and buildings standing thereon and the life interest of the 2nd and 3rd defendants, of the land called Millagahawatta *alias* Kosgahawatta, situated at Nilpanagoda in Dasiya pattuwa of the Alutkuru korale, in extent 5 acres 3 roods 31 perches, as a primary mortgage.

For further particulars apply to D. W. Samaratinga, Esq., Proctor, Negombo, or to me:

Negombo, July 2, 1918.

K. L. PEREIRA,
Auctioneer.

Auction Sale under Mortgage Decree of a Property at Ettukale.

UNDER mortgage decree in case No. 12,428, D. C. Negombo, entered in favour of the plaintiff H. A. J. Senanayaka, Notary Public of Kondawala, against the defendants (1) Warnakulasuriya Estakki Fernando of Ettukale, (2) Warnakulasuriya Dominikku Fernando of Kudapaduwa and Warnakulasuriya Philippu Fernando of Ettukale, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction, at the spot, at 4.30 P.M., on Monday, July 29, 1918, the under-mentioned property mortgaged by mortgage bond No. 4,380 dated May 5, 1911, attested by T. H. de Silva, Notary Public, to wit:—

An undivided $\frac{11}{24}$ share of the land called Kirikongahawatta, situate at Ettukale in Dunagaha pattuwa of the Alutkuru korale, in extent 3 roods and 4 perches.

For further particulars apply to Cyril F. J. Senanayaka, Esq., Proctor and Notary, Negombo, or to me:

Negombo, July 2, 1918.

K. L. PEREIRA,
Auctioneer.

Auction Sale under Mortgage Decree of Properties at 3rd Division, Kurana.

UNDER mortgage decree in case No. 12,525, D. C. Negombo, entered in favour of the plaintiff Alfred Ernest Aserappa, Esq., Proctor, Negombo, against the defendant Rajamani Nadan of Welihena, legal representative of the estate of the deceased Peyana Rawanna Rasa Manuel Nadan of Welihena, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction, at the respective spots, on Saturday, July 27, 1918, the under-mentioned properties mortgaged by mortgage bond No. 755 dated September 30, 1914, attested by A. L. J. Croos-Dabrera, Notary Public, and bond No. 948 dated October 5, 1915, attested by the said Notary, to wit:—

At 3 P.M.

1. An allotment of land called Kosgahawatta, situate at 3rd Division, Kurana, within the old gravets of Negombo, in extent 19 $\frac{75}{100}$ perches.

At 3.30 P.M.

2. An allotment of land called Kosgahawattupanguwa, situate at 3rd Division, Kurana aforesaid, in extent about 3 roods.

For further particulars apply to Tudor Ranasinghe, Esq., Proctor and Notary, Negombo, or to me:

Negombo, July 2, 1918.

K. L. PEREIRA,
Auctioneer.

Sale of Enemy Property.

Auction Sale of all that Valuable Estate called "Penihela," situated in the District of Kegalla.

UNDER instructions from the Liquidator of the firm of Adolph Wilhelm Karl Cuntze, Albert Cuntze, and the representatives of the late Eduard Cuntze, and of the firm of Adolph Wilhelm Karl Cuntze we, the undersigned, will offer for sale by public auction, at the sale room of the Chamber of Commerce, on Thursday, July 11, 1918, at 3 P.M., all that valuable estate called "Penihela," together with all buildings, plantations, furniture, tools, implements, and live and dead stock, &c.

The estate is situated about 9 miles from Veyangoda station, and is about 1 mile from the Colombo-Kandy road branching off near the 30th milestone.

The estate is about 203 acres 2 roods and 23 perches in extent, more or less:—

	A.	R.	P.
Coconut (abandoned)	..	20	0 10
Coconut in bearing	..	10	0 0
Coconut coming into bearing	..	93	1 12
Rubber	..	49	1 2
Coconut and rubber	..	1	1 38
Forest	..	26	2 21
Chena	..	2	0 4
Swamp	..	0	3 16
		203	2 23

Coconuts.—About 3,000 nuts per year.

Rubber.—Trees have not been tapped—about 1,250 trees tappable.

Coast advances.—Nil.

There is a good bungalow and a temporary set of cooly lines and a tool house, &c.

The estate has recently been surveyed by the Surveyor-General, and the boundaries demarcated by landmarks.

The purchaser will be required to pay the full purchase price in rupee currency.

The sale is subject to the right of the Maha Dewala, to certain customary services in lieu whereof the trustee of the said dewala has been receiving an annual payment of Rs. 160.

A clear title will be conveyed to the purchaser in accordance with section 45 of "The Enemy Firms Liquidation Ordinance, No. 20 of 1916," as amended by Ordinance No. 4 of 1917.

For permits to inspect the estate, copies of the conditions of sale, plan made by the Surveyor-General, and other particulars, please apply to Mr. M. J. Harding, Liquidator, No. 3, Queen street, Fort, Colombo, or to—

KEELL & WALDOCK,
Auctioneers.
Australia Buildings, Fort, Colombo.

Auction Sale.

In the District Court of Galle.

Muna Kuna Mana Pena Reena Letchiman Chetty of Galle Plaintiff.
 No. 13,998. Vs.

(1) Aliya Markar Alima Umma, (2) Mohammedo Cassim Abdul Hadi, (3) Aliya Markar Ahamadu Ismail, all of Dangedera, Defendants.

UNDER and by virtue of the decree entered in the above case and the order issued therein, I shall sell by public auction, at the spot, on Saturday, July 27, 1918, at 2 P.M.—

All that undivided 1/7 part of the soil and trees of Borupanwila watta *alias* Andiammawatta, situate at Dangedera in Galle.

CHAS. M. GOONASEKERA,
 Auctioneer.

Auction Sale.

In the District Court of Galle.

Ranulu David Gregory de Soysa of Akurala Plaintiff.
 No. 16,026. Vs.

(1) Mahadaya John Peter de Silva and his wife (2) Gunawarajena Emaliya de Silva Wickramaratne Hamber, both of Galduwa in Weragoda, Defendants.

By virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, July 13, 1918, commencing from 2 P.M., at the land called Pansalawatta, situated at Akurala, the following property declared specially bound and executable for the recovery of the sum of Rs. 2,000, with interest thereon at 9 per cent. per annum from May 15, 1918, till payment in full, and costs of suit, viz. :—

1. All the soil and trees of lot B of the land Galduwawatta, in extent 13 acres 3 roods 10 perches, and all the buildings standing thereon, situated at Galduwa in Weragoda.

2. All the soil and trees of lot L of the land called Wawlannebeddewatta *alias* Godabima, and all the buildings standing thereon, in extent 4 acres 3 roods 18 perches, at ditto.

3. Undivided 1/60, 1/390, and 1/15 parts of Dikgoipola, in extent 7 acres 27 perches, at ditto.

4. Undivided 1/60, 1/390, and 1/15 parts of the Ilukbissa, Dummala Udumulla, and Mulapalawa adjoining each other, in extent about 4 amunams of paddy, at ditto.

5. Undivided 1/60, 1/390, and 1/15 parts of the remaining extent of soil of 3 pelas and 9 amunams (exclusive of 2 pelas and 4 kurunies extent towards the western direction) of Kosgahakumbura, containing in extent 6 pelas of paddy, at ditto.

6. Undivided 1/60, 1/390, and 1/15 parts of Bugallawela and Akuraliyage Udumulla, adjoining each other, in extent about 6 pelas of paddy, at ditto.

7. Undivided 1/60, 1/390, and 1/15 parts of the soil and remaining fruit trees and of buildings standing on Ambalamewatta, Urumullawatta, and Pelawatta adjoining each other, exclusive of the planter's share of the young plantations planted by Emanuel de Silva Wickramaratna, Fiscal's Arachchi, in Pelawatta and Urumullewatta, containing in extent about 1 acre, at Akurala.

8. Undivided 1/60, 1/390, and 1/15 parts of the soil and rees, exclusive of the planter's share of the young plantation, of Urumullewatta, in extent about 1 acre, at ditto.

9. Undivided 1/60, 1/390, and 1/15 parts of the soil and trees of Pansalawatta, exclusive of the planter's share of the young plantation there, in extent about 1/2 an acre, at ditto.

10. Undivided 1/60, 1/390, and 1/15 parts of the soil and soil share trees of Arumahandiwatta *alias* Usmudulawe Ettannewatta, about 1/2 an acre, at ditto.

11. Undivided 1/60, 1/390, and 1/15 parts of the soil and trees (exclusive of five coconut trees for the planter's share) of Lindamullawatta, in extent about 1/2 an acre, at ditto.

12. Undivided 1/60, 1/390, and 1/15 parts of the remaining soil and trees of Munnewatta, exclusive of 60

acres extent towards the northern side, in extent about 90 acres, situated at Karandeniya.

For further particulars from—

No. 2, Front Cross street, Fort,
 Galle, June 15, 1918.

W. D. DE SILVA,
 Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Kurunegala.

Subesinghe Mudiannelage Ukku Banda Appuhamy of Handalankawa Plaintiff.
 No. 6,626. Vs.

Kana Kailasenpillai of Kuliyaipitiya in Yatikaha korale Defendant.

BY virtue of the decree entered in the above case and the order issued therein, I shall put up for sale by public auction on Saturday, August 3, 1918, commencing at 1 P.M., at the premises, the following property specially bound and executable for recovery of the sum of Rs. 10,619, interest, and costs :—

(a) The land called Kadurugawahena, situate at Kuliyaipitiya, in Katugampola hatpattu of the District of Kurunegala, appearing in the figure of survey dated October 3, 1902, made in case No. 9,672 of the Court of Requests of Kurunegala, exclusive of the block sold by the defendant to one Mudalihamy, the said containing about 2 acres comprising the allotments Nos. 1, 2, and 3 marked with blue pencil of the blocks A and B in the figure of survey dated September 25, 1904, annexed to the judgment decree dated June 5, 1905, in case No. 2,571 of the District Court of Kurunegala, including the portion bearing letter B in the figure of survey made by Mr. J. Goonasekera, Surveyor; and bounded on the north by the block bearing A in the figure of survey made by Mr. Daniels, Surveyor, east by blocks bearing Nos. 4, 5, and 8 in the said figure of survey, south by high road from Kurunegala to Madampe, west by land belonging to Dissanayake Mudiannelage Kiri Manika and by the land whereon Gansabhawa stands; together with plantations and buildings, including two tiled houses, &c., standing thereon.

(b) An undivided 1/3 share towards the north of the land called Galwalagawahena of about 3 kurunies kurakkan in extent, situate at Pallepitia, Katugampola hatpattu; bounded on the north by the fence of the ditch which separates the land of Kapuruhamy Arachchi and ditch which separates the land belonging to Kiri Manika, east by high road, south by village limit of Asedduma *alias* Pidiwilla, west by lands belonging to Appuhamy and others; with the plantations, &c., thereon.

(c) Toranagawahena, now a garden of about 2 kurunies kurakkan, situate at Embawa, Katugampola hatpattu; bounded on the north by Gansabhawa road, east by jungle on the high land of Banda Korala, south by fence of the garden of Banda Korala, west by high road; with the plantations, &c., thereon.

For further particulars please apply to—

July 2, 1918.

D. M. PERERA,
 Auctioneer.

Auction Sale.

UNDER and by virtue of the decree entered in case No. 6,841 of the District Court of Kurunegala against Umada Dhanaka Achchillage Hendrick Singho of Hendipannala, in Dambadeni Udukaha korale, I shall put up for sale by public auction on Saturday, July 20, 1918, at 1 P.M., at the spot, the following property declared bound and executable under the decree for the amount therein stated :—

An undivided 1/3 share of the land called Murutewatta of about 2 pelas kurakkan sowing in extent, together with plantations and everything standing thereon, situate at Yatigalohuwa; and bounded on the north by Dugrihami Vidanage Innawatta, east by Hendrick Singho's Pitiyamadehena and the Achiriyahena of Mr. Jansen de Silva, Mudaliyar, south by the watta of Singho Naidu and others, west by galwetiya of Crown forest.

For further particulars please apply to W. A. C. de Silva, Esq., Proctor, Kurunegala, or to me:

July 1, 1918.

T. B. AMUNUGAMA,
 Auctioneer.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted :—

No. 1,581 of April 6, 1917.

William Mason Brownell.

"Apparatus for drying and similarly treating materials."

Abstract :—

This invention relates to apparatus designed to be supplied with a forced current of heated air or with steam or other drying or heating medium for drying or heating grain, sugar, casein, seeds, vegetable, nuts, fruits, and other divided or comminuted materials.

The machine consists of several sets of cylindrical chambers fastened end to end on a horizontal shaft and to which rotary motion is given. The ends of each chamber consist of perforated plates or wire gauze, and between those ends are fixed spirally arranged plates, the spiral in one chamber being of opposite hand to the spiral in the next chamber. The material to be treated is led into the first chamber at the outer circumference of it, and the spiral of the chamber is so arranged as to cause the material to move and fall along that spiral towards the centre of the chamber. The material is then led to the centre of the next chamber, and the spiral of that chamber is so arranged as to cause the material to move and fall along that spiral towards the circumference of that chamber. And so on in succession through the other chambers. Buckets and deflectors are arranged at chosen places along each spiral to cause the material to be turned over and to fall intermittently. Hot air or gas is forced through the perforated diaphragms separating each spiral.

The claims are :—

1. A drier or the like of the kind referred to comprising one or more units each consisting of a pair of rotary elements formed or provided with reverse spirals, substantially as and for the purpose hereinbefore set forth.
2. A drier or the like comprising a plurality of rotatory units constructed with reverse spiral channels in pairs of elements connected by a feed opening at the central coils of one pair, the next pair connected by a feed opening at the outer coils, the channels being provided with a series of buckets constructed to carry up a portion of the material in the channels and discharge the same upon the down-turning side of the units, substantially as described.
3. A drier or the like comprising a plurality of rotatory units constructed with reverse spiral channels in pairs of elements connected by a feed opening at the central coils of one pair, the next pair connected by a feed opening at the outer coils, the units being separated by foraminous partitions or diaphragms, substantially as described.
4. A drier or the like comprising a plurality of rotatory units constructed with reverse spiral channels in pairs of elements connected by a feed opening at the central coils of one pair, the next pair connected by a feed opening at the outer coils, the channels being provided with a series of buckets for lifting and showering the material in the channels and foraminous diaphragms or partitions located between the units, substantially as described.
5. A drier or the like comprising a plurality of rotatory units constructed with reverse spiral channels in pairs of elements connected by a feed opening at the central coils of one pair, the next pair connected by a feed opening at the outer coils, the channels being provided with a series of buckets constructed to carry up a portion of the material in the channels and discharge the same upon the down-turning side of the units, substantially as described.
6. A drier or the like comprising a plurality of rotatory units constructed with reverse spiral channels in pairs of elements connected by a feed opening at the central coil of one pair, the next pair connected by a feed opening at the outer coils, the channels being provided with a series of buckets constructed to carry up a portion of the material in the channels and discharge the same upon the down-turning side of the units and foraminous partitions located between the units, substantially as described.
7. In a drier or the like, a rotatory unit consisting of a series of radial spokes, a strip in the form of a coil secured to said spokes, forming a spiral-drying channel, an outer rim in which the outer ends of said spokes are secured and foraminous diaphragms secured at the sides of the unit, substantially as described.
8. In a drier or the like, a rotatory unit consisting of a series of radial spokes, a strip in the form of a coil secured to said spokes, forming a spiral-drying channel, an outer rim in which the ends of the spokes are secured, foraminous diaphragms secured at the sides of the units, and a series of buckets in said channels for showering the material contained in said channels, substantially as described.
9. In a drier or the like, a rotatory unit consisting of a series of radial spokes, a strip in the form of a spiral secured to said spokes, forming a spiral-drying channel, an outer rim in which outer ends of the spokes are secured, foraminous diaphragms secured at the sides of the units, and a series of buckets located in said channel and secured to said spokes, substantially as described.
10. In a drier or the like, a rotatory unit consisting of a strip coiled to form a spiral-drying channel, foraminous diaphragms at the sides of said unit, and a series of buckets located in said channel constructed with pockets adapted to carry up a portion of the material in said channel and discharge it upon the down-turning side of said unit, substantially as described.
11. In a drier or the like, a rotatory unit comprising a strip coiled to form a spiral-drying channel and a series of buckets located in said channel constructed with pockets adapted to carry up a portion of the material in said channel and discharge it upon the down-turning side of the unit, substantially as described.
12. In a drier or the like, a rotatory unit comprising a strip coiled to form a spiral-drying channel, a series of buckets located in said channel adapted to shower a portion of the material in said channel on the up-turning side of the unit and to carry up a portion of the material and discharge it upon the down-turning side of the unit, substantially as described.
13. In a drier or the like, a rotatory unit comprising a strip coiled to form a spiral-drying channel and a series of buckets located in said channel and formed with a flange at one edge and a pocket at the other, as and for the purpose described.
14. In a drier or the like, a rotatory unit comprising a strip coiled to form a spiral-drying channel, foraminous diaphragms at the sides of said unit, and a series of buckets located in said channel formed with a flange at one edge and a pocket at the other, substantially as and for the purposes described.
15. In a drier or the like, a rotatory unit comprising a strip coiled to form a spiral-drying channel, foraminous diaphragms at the sides of said unit, a series of radial spokes for retaining said coiled strip, an outer rim secured to the outer ends of said spokes, and a series of buckets secured to said spokes in said channel, said buckets being formed with a flange at one edge and a pocket at the other, substantially as described.
16. A drier or the like comprising a plurality of rotatory units, each having a series of radiating spokes, a strip coiled to form a spiral-drying channel and held by said spokes, an outer rim secured to the outer ends of said spokes, a series of buckets located on said channel and adapted to shower the material therein, said rims of adjacent units being bolted together, combined with foraminous diaphragms or partitions held between the units, substantially as described.

Two sheets of drawings.

E. HUMAN,
Registrar of Patents.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION.—Irrigation Works, Northern Province.

SUPPLEMENTARY specification showing lands found to be capable of irrigation by Mamadu Tank in addition to the specification which appeared in *Government Gazette* No. 4,845 of January 5, 1917, the names of proprietors, and the contributions payable in respect of each land.

Land paying a rate of Re. 1 per acre per annum in perpetuity.

Preliminary plan 1,324. Name of Allotment of Land or Field—Nelumaduwedabage.

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.	Amount sold for.	Amount paid to Date.	Amount due.	Area exempted.	Amount exempted.	No. & Date of Col. Secy.'s Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.
196	4617	Sellawanrihamige Panchirale	1 2 23	—	—	1 64	—	—	—	1 64

Lands paying a rate which is subject to revision at any time, the present rate being Re. 1 per acre per annum.

Preliminary plan 1,324. Name of Allotment of Land or Field—Welkele. Date of Sale—February 25, 1910.

197	4555	Lattahamige Velate	0 2 26	16 0	18 14	0 66	—	—	—	0 66
198	4556	Do.	0 3 2	18 0	19 78	0 76	—	—	—	0 76

Preliminary plan 1,749. Name of Allotment of Land or Field—Welkele. Date of Sale—December 20, 1909.

199	47	P. D. M. D. B. Dayawardhana	3 2 18	74 0	74 0	3 61	—	—	—	3 61
200	52	Do.	3 0 13	63 0	63 1	3 8	—	—	—	3 8
201	56	Do.	2 2 17	54 0	54 0	2 61	—	—	—	2 61
			10 2 38			10 72				10 72

AMENDED SUMMARY.

	A. R. P.		Rs. c.
(1) Private lands	451 0 12	Paying Re. 1 per acre per annum in perpetuity	451 29
(2) Do.	41 2 23	Paying Re. 1 per acre per annum, subject to revision at any time	41 68
Total private lands	492 2 35		492 97
Area exempted	1 0 19	Amount exempted	1 12
Total area paying rate	491 2 16		491 85
Total Crown lands	147 1 34		
	639 0 10		

Mullaittivu Kachcheri,
May 8, 1918.

G. W. RICKMORE,
Assistant Government Agent.

SPECIFICATION.—Irrigation Works, Province of Uva.

REVISED specification showing lands found to be capable of irrigation by Kudawewa, in Birtenna, the names of proprietors, and the contributions payable in respect of each land. All previous specifications, including those published in *Government Gazette* No. 5,960 of December 18, 1903, and No. 6,025 of December 16, 1904, are hereby cancelled.

Rate in perpetuity, 50 cents per acre per annum for upkeep of the masonry works only.

Preliminary plan 111. Name of Allotment of Land or Field—Elamulakumbura.

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.	Amount sold for.	Amount paid to Date.	Amount due.	Area exempted.	Amount exempted.	No. & Date of Col. Secy.'s Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.
1	291	M. Kiri Banda and others	2 0 14	—	—	1 5	—	—	—	1 5
2	292	Do.	2 0 16	—	—	1 5	—	—	—	1 5
3	293	M. Mutu Menika and others	1 3 31	—	—	0 98	—	—	—	0 98
4	294	K. Kiriwante and others	2 1 14	—	—	1 18	—	—	—	1 18
5	295	M. Thisamy and others	2 2 25	—	—	1 33	—	—	—	1 33
6	296	P. Banda and others	2 1 15	—	—	1 18	—	—	—	1 18
7	297	A. Uduma Lebbe	1 2 10	—	—	0 78	—	—	—	0 78
8	298	Ram Menika and others	1 2 33	—	—	0 86	—	—	—	0 86
9	299	M. Pakeer and others	2 3 8	—	—	1 41	—	—	—	1 41
10	300	Kiriwante and others	2 2 16	—	—	1 30	—	—	—	1 30
11	301	G. Heen Menika and others	2 1 8	—	—	1 16	—	—	—	1 16
12	302	B. Bannayeke, Korala, and others	1 3 13	—	—	0 92	—	—	—	0 92
13	303	P. Ukku Menika and others	1 3 11	—	—	0 92	—	—	—	0 92

Name of Allotment of Land or Field—Nambannewela.

14	305	B. Laisohamy and others	0 1 2	—	—	0 14	—	—	—	0 14
15	306	Do.	0 1 3	—	—	0 14	—	—	—	0 14
16	307	Do.	0 1 22	—	—	0 20	—	—	—	0 20
17	308	Do.	1 2 0	—	—	0 75	—	—	—	0 75
18	309	Do.	0 1 26	—	—	0 21	—	—	—	0 21
19	310	Do.	0 3 22	—	—	0 45	—	—	—	0 45

Preliminary plan 1,943. Name of Allotment of Land or Field—Tisamunewela.

6177	P. Sumusamma and others	3 2 1	—	—	1 75	—	—	—	—	1 75
6179	P. S. Mukatalumma and others	3 2 24	—	—	1 83	—	—	—	—	1 83
6180	P. Thambikandu and others	2 1 7	—	—	1 15	—	—	—	—	1 15

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.	Amount sold for.			Amount paid to Date.			Area exempted.	Amount exempted.	No. & Date of Col. Secy.'s Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.
				A.	R.	P.	Rs.	c.	Rs.					c.	Rs.	c.
23	6181	Elebu Lebbe and others	1 3 19	—	—	—	0	94	—	—	—	0 94	
24	6182	Mahammadu Arachchi	2 1 2	—	—	—	1	14	—	—	—	1 14	
25	6183	P. Omer Lebbe and others	3 1 38	—	—	—	1	75	—	—	—	1 75	
26	6184	S. Seleman and others	2 0 22	—	—	—	1	7	—	—	—	1 7	
27	6185	S. Ahamadu Lebbe	1 2 7	—	—	—	0	77	—	—	—	0 77	
28	6188	M. Pakeer Saibo	1 2 0	—	—	—	0	75	—	—	—	0 75	
29	6189	Meera Saibo, Town Arachchi	3 2 5	—	—	—	1	77	—	—	—	1 77	
30	6190	Mahammadu Arachchi	1 3 12	—	—	—	0	92	—	—	—	0 92	
31	6191	Mahammadu Lebbe	2 0 20	—	—	—	1	7	—	—	—	1 7	
32	6192	S. Mukatulumma and others	2 0 14	—	—	—	1	5	—	—	—	1 5	
33	6193	Adam Bawa and others	4 3 35	—	—	—	2	49	—	—	—	2 49	
34	6194	E. Ahamadu Lebbe and others	2 1 11	—	—	—	1	17	—	—	—	1 17	
35	6195	E. Omaru Lebbe and others	2 1 32	—	—	—	1	23	—	—	—	1 23	

Name of Allotment of Land or Field—Nambannewela.

36	6204	Abeebu Umma and others	1 1 31	—	—	—	0	73	—	—	—	0 73
37	6205	Mahammadu Arachehi	1 1 11	—	—	—	0	67	—	—	—	0 67
38	6206 & 6210	K. Mutu Menika and others	3 0 29	—	—	—	1	59	—	—	—	1 59
39	6207	T. B. Rideemaliyadde	1 1 1	—	—	—	0	63	—	—	—	0 63
40	6208	Abeebu Umma and others	1 0 20	—	—	—	0	57	—	—	—	0 57
41	6209	Mahammadu Arachehi and others	3 1 36	—	—	—	1	75	—	—	—	1 75
42	6213	T. Sudu Banda and others	1 2 25	—	—	—	0	83	—	—	—	0 83
43	6211	T. B. Rideemaliyadde	1 1 24	—	—	—	0	71	—	—	—	0 71
44	6212	Abeebu Umma and others	1 1 27	—	—	—	0	72	—	—	—	0 72
45	6214	S. Mukulutummma and others	2 0 4	—	—	—	1	1	—	—	—	1 1
46	6215	T. B. Rideemaliyadde	1 3 4	—	—	—	0	89	—	—	—	0 89
47	6216	Do.	0 3 37	—	—	—	0	50	—	—	—	0 50
48	6217	Abeebu Umma and others	1 1 15	—	—	—	0	68	—	—	—	0 68
49	6218	Do.	1 0 9	—	—	—	0	53	—	—	—	0 53
50	6219	R. Banala and others	3 1 5	—	—	—	1	65	—	—	—	1 65
51		R. Appuhamy and others	3 0 0	—	—	—	1	50	—	—	—	1 50
52		K. Kalu Banda and others	3 0 0	—	—	—	1	50	—	—	—	1 50
53	6202	P. Ganeti and others	4 1 0	—	—	—	2	13	—	—	—	2 13
54	6201	Idurus Lebbe	6 1 35	—	—	—	3	24	—	—	—	3 24

Name of Allotment of Land or Field—Tisamunewela.

55	6178	Mahammadu Arachchi	6 0 7	—	—	—	3	2	—	—	—	3 2
56	6196	A. Ana Kasin	1 2 1	—	—	—	0	75	—	—	—	0 75
57	6197	Do.	1 3 31	—	—	—	0	98	—	—	—	0 98
58	6176	Crown	8 2 0	—	—	—	—	—	—	—	—	—
59	6203	Do.	8 0 20	—	—	—	—	—	—	—	—	—

Name of Allotment of Land or Field—Nambannewela.

60	6200	Crown	7 0 0	—	—	—	—	—	—	—	—	—
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Preliminary plan 111. Name of Allotment of Land or Field—Tisamunewela.

61	290	Crown	2 2 37	—	—	—	—	—	—	—	—	—
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Name of Allotment of Land or Field—Nambannewela.

62	303½	Crown	0 2 3	—	—	—	—	—	—	—	—	—
63	304	Do.	0 2 4	—	—	—	—	—	—	—	—	—
64	304½	Do.	0 1 36	—	—	—	—	—	—	—	—	—
65	311	Do.	0 3 10	—	—	—	—	—	—	—	—	—

Preliminary plan 1,953. Name of Allotment of Land or Field—Kandiyagawa.

66	6286	K. Appuhamy and others	0 3 18	—	—	—	0	44	—	—	—	0 44
67	6287	R. Sudu Banda and others	3 0 7	—	—	—	1	52	—	—	—	1 52
68	6288	Crown	0 1 24	—	—	—	—	—	—	—	—	—
69	6289	Do.	0 1 0	—	—	—	—	—	—	—	—	—
70	6290	Do.	1 3 0	—	—	—	—	—	—	—	—	—
71	6291	Do.	1 2 0	—	—	—	—	—	—	—	—	—
72	6292	Do.	1 0 9	—	—	—	—	—	—	—	—	—
73	6293	Do.	0 1 10	—	—	—	—	—	—	—	—	—
74	6294	Do.	1 0 11	—	—	—	—	—	—	—	—	—
75	6295	Do.	2 0 18	—	—	—	—	—	—	—	—	—
76	6296	Do.	1 2 31	—	—	—	—	—	—	—	—	—
77	6297	Do.	0 1 19	—	—	—	—	—	—	—	—	—

Total ..169 1 27

65 40

65 40

Lands paying a rate of 50 cents per acre per annum for the present for the upkeep of masonry works only and subject to revision.

Preliminary plan 1,556. Name of Allotment of Land or Field—Wewegawapitiya. Date of Sale—December 21, 1911.

78	169	Etalākumburegedera Siyatu of Kudawewa	0 1 3	9 0	9 0	0 14	—	—	—	—	—	0 14
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Name of Allotment of Land or Field—Kudawewakandiyapatakumbura.

79	171	Dodanatalupotegedera Appuhamy of Kudawewa	0 1 4	10 0	10 0	0 14	—	—	—	—	—	0 14
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Preliminary plan 1,563. Name of Allotment of Land or Field—Paniyapattu alias Chenamulla. Date of Sale—August 9, 1912.

80	204	V. P. Mohamadu	0 3 28	40 60	40 60	0 47	—	—	—	—	—	0 47
81	205	Do.	0 0 12	4 60	4 60	0 4	—	—	—	—	—	0 4
82	206	P. Omaru Lebbe	0 1 33	20 80	20 80	0 24	—	—	—	—	—	0 24

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.	Amount sold for.	Amount paid to Date.	Amount due.	Area exempted.	Amount exempted.	No. & Date of Col. Secy.'s Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.
Name of Allotment of Land or Field—Paniyapattu.										
83	207	P. Omaru Lebbe	0 0 32	13 0	13 0	0 10	—	—	—	0 10
84	208	Do.	0 0 24	5 60	5 60	0 8	—	—	—	0 8
85	209	Do.	0 0 4	3 60	3 60	0 1	—	—	—	0 1
Preliminary plan 1,563. Name of Allotment of Land or Field—Tisamunewela. Date of Sale—January 25, 1912.										
86	202	A. O. Keedin, overseer	7 0 12	141 25	141 25	3 54	—	—	—	3 54
87	203	Do.	2 0 21	45 75	45 75	1 7	—	—	—	1 7
Total			11 2 13			5 83				
Grand Total			181 0 0			71 23				

SUMMARY.

	A.	R.	P.	Amount due.
	Rs.	c.		Rs. c.
(1) Area paying a perpetuity rate of 50 cents per acre per annum for the upkeep of masonry works only	130	0	35	65 40
(2) Area paying a rate of 50 cents per acre per annum for the present for the upkeep of masonry works only and subject to revision	11	2	13	5 83
(3) Crown land	39	0	32	—
	181	0	0	71 23

Badulla Kacheheri,
March 18, 1918.

F. BARTLETT,
Government Agent.

SPECIFICATION.—Irrigation Works, Province of Sabaragamuwa.

AMENDMENT to the specification showing lands found to be capable of irrigation by Hinguruarawewa, the names of proprietors, and the contributions payable in respect of each land. All the lots in the specification published in *Government Gazette* No. 6,248 of June 26, 1908, are hereby cancelled, and the following are substituted.

Lands which at present pay a rate of Rs. 2 per acre per annum, but which rate is subject to revision at any time.

Preliminary plan 2,561.

No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.	Amount due.	Area exempted.	Amount exempted.	No. & Date of Col. Secy.'s Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.
1	Hingureara-asweddumehenyaya	J. H. Meedeniya, Dissawa, A. F. Molamure, Ratemahatmaya, and P. B. Morahela	87 0 13	174 16	—	—	—	174 16

SUMMARY.

	A.	R.	P.	Amount due.
	Rs.	c.		Rs. c.
Private land paying Rs. 2 per acre per annum for the present and subject to revision at any time	87	0	13	174 16

Ratnapura Kacheheri,
May 23, 1918.

B. CONSTANTINE,
Government Agent.