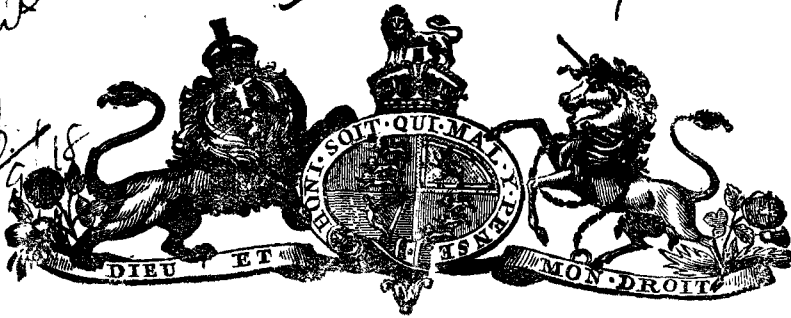


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Part I. — General.

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PROCLAMATION.

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 certain by-laws made by the District School Committee of Kegalla, in pursuance of section 19 of "The Rural Schools Ordinance, 1907," having been duly confirmed under sub-section (2) of section 20 of the said Ordinance, were published in the *Government Gazette* dated August 21, 1914, by Proclamation dated August 14, 1914; and whereas the said District School Committee has revoked the said by-laws and made other by-laws in lieu thereof under the said section of the said Ordinance, as amended by Ordinances Nos. 8 and 34 of 1917:

Now know Ye that We, the Officer Administering the Government, in exercise of the powers vested in Us by sub-section (2) of section 20 of the said Ordinance, and with the advice of the Executive Council, do hereby confirm the revocation of the by-laws published by the said Proclamation of August 14, 1914; and We do also, with the like advice, confirm the by-laws made by the said District School Committee as set forth in the schedule hereto.

Given at Kandy, in the said Island of Ceylon, this Twenty-seventh day of August, 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.

By-laws made under Sections 19 and 20 of "The Rural Schools Ordinance, 1907," for the School District of Kegalla by the Kegalla District School Committee.

1. In these by-laws—

The terms "boy," "girl," and "child" mean a boy, or a girl, or a child residing in the school district of Kegalla.

The term "parent" includes a guardian and any person who has the actual custody of the child.

The term "Code" means the Code for Aided Schools for the time being sanctioned by His Excellency the Governor in Executive Council.

The term "attendance" means an attendance for the period defined by the Code as constituting a full attendance recorded in an Attendance Register in the manner prescribed by the Code.

The term "school" means a school specified in the schedule hereto.

The terms "adequate and suitable provision for the education of a child" and "reasonable excuse" bear the meaning defined in section 20 (1) (b) of "The Rural Schools Ordinance, 1907."

The term "Inspector of Schools" means an Inspector of Schools appointed by His Excellency the Governor.

2. Any person who desires to open a school shall report to the nearest Education Inspector or Sub-Inspector at least one month before commencing such school, and thereafter shall 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 them.

3. The parent of every boy of not less than 6 nor more than 14 years of age, and the parent of every girl of not less than 6 nor more than 12 years of age, or in the case of Muhammadan and Tamil girls the parent of every girl of not less than 6 nor more than 10 years of age, shall cause such boy or girl to attend one of the public vernacular schools specified in the schedule hereto, unless he has made other adequate and suitable provision for the education of such boy or girl, or unless there is a reasonable excuse for non-attendance; provided that no boy shall be compelled to attend school from a distance exceeding three miles, and that no girl be required to attend from a distance exceeding one and a half mile, or to attend a school in which a female teacher is not employed, and that girls may be exempted if special circumstances make their presence at home necessary.

4. The time during which every child shall attend school shall be the whole time for which the school shall be open for the instruction of children of similar age.

5. Nothing in these by-laws—

(a) Shall prevent the presence of children being excused during the hours when religious instruction is given, as provided by section 21 (d) of "The Rural Schools Ordinance, 1907."

(b) Shall require any child to attend school on any day exclusively set apart for religious observance by the religious body to which the child's parent belongs.

6. When a boy between 12 and 14 years of age and a girl between 10 and 12 years of age, being beneficially employed to the satisfaction of the President of the Village Tribunal or the Chairman of the Village Committee, has received a certificate from an Inspector of Schools that he or she has passed in reading, writing, and arithmetic, the fifth standard and fourth standard respectively prescribed by the Code for the time being, such boy or girl shall not be required to attend school.

7. Every person who shall not observe, or shall neglect or violate, these by-laws or any of them shall upon conviction be liable to a penalty not exceeding Rs. 20 for each offence, or in default of payment imprisonment for a period not exceeding fourteen days, and an additional fine not exceeding Rs. 2 per day in the case of a continuing offence.

NOTE.—The following are the portions of the Rural Schools Ordinance referred to in sections 1 and 5 of these by-laws:—

Section 20 (1) (b).—A parent shall be deemed to have made adequate and suitable provision for the education of his child, if he proves that his child is in regular attendance at a school registered by the Director of Public Instruction (Director of Education) for the receipt of a grant in aid, or at a school with regard to which an application for a grant in aid is under consideration, or at a school certified by the Director of Public Instruction (Director of Education) to provide adequate and suitable instruction, or if he proves that he has made such other provision for his child's education as the Director of Public Instruction (Director of Education) shall certify to be adequate and suitable, or if he produces a certificate from the Director of Public Instruction (Director of Education) recommending that the child shall be exempted from compulsory attendance. Provided that no parent shall be convicted for not causing his child to attend such school, if he proves to the satisfaction of the President that he has reasonable excuse for not causing such child to attend. A parent shall be deemed to have a reasonable excuse for not causing his child to attend school, if he proves that the child is prevented from attending by sickness or other unavoidable cause.

Section 21.—No school in which religious instruction is given shall be considered a public vernacular school unless the District Committee is satisfied—

- That religious instruction is given only during the time specified in the school time table;
- That religious instruction is not given to pupils of other denominations than that to which the school belongs, if the parents object;
- That pupils who do not attend religious instruction are employed in other studies during the hours allotted to religious instruction;
- That such pupils, if their parents object to their being present in the room where religious instruction is given, are either allowed to study in some other part of the school premises during the hours when such instruction is given, or their presence in the school during such hour is excused; and
- That a copy of this section in the English, Sinhalese, and Tamil languages is conspicuously posted up in the school.

The above by-laws were made by the Kegalla District School Committee at a meeting held on February 7, 1918.

G. F. R. BROWNING,
Chairman.

SCHEDULE.

(Public Vernacular Schools.)

Galboda Korale.

Name of School.	Government or Grant-in-Aid.	Under what Management.
Mawanella b	Government	—
Manikkawa b	do.	—
Manikkawa g	do.	—
Ganetenna b	do.	—
Beddewela b	do.	—
Beddewela g	do.	—
Wakirigala b	do.	—
Utuwankanda m	Grant-in-aid	Roman Catholic
Talgamuwa m	do.	Wesleyan
Mawanella g	do.	Church Missionary Society
Maliyadde m	do.	Salvation Army
Kadigomuwa g	do.	Buddhist

Kinigoda Korale.

Deliwela b	Government	—
Deliwela g	do.	—
Udahinguruwaka b	do.	—
Molagoda b	do.	—
Rambukkana (Pinna-wala) b	do.	—
Petiwegama m	do.	—
Dombemada b	do.	—
Rambukkana m	Grant-in-aid	Roman Catholic
Madoiyawe m	do.	do.
Hewadiwela m	do.	Church Missionary Society
Diwela m	do.	do.
Uduwewala m	do.	do.
Kudagama m	do.	do.
Siyambalangomuwa m	do.	Salvation Army
Udugama m	do.	Buddhist

Mawata Pattu.

Hettimulla (Makure) b	Government	—
Kehelwatta b	do.	—
Ranwala m	Grant-in-aid	Church Missionary Society

Kanduaha Pattu.

Mabopitiya b	Government	—
Bosella b	do.	—
Undugoda g	Grant-in-aid	Roman Catholic
Hungampola b	do.	Buddhist

Tumpalata Pattu.

Mawatagoda b	Government	—
Hemmatagama b	do.	—
Alpitiya m	Grant-in-aid	Wesleyan

Name of School.	Government or Grant-in-Aid.	Under what Management.	Name of School.	Government or Grant-in-Aid.	Under what Management.
<i>Otara Pattu.</i>			<i>Atulugam Korale.</i>		
Kahambiliyawala b	.. Government ..	—	Atulugama b	.. Government ..	—
<i>Kandupita Pattu.</i>			Atulugama g	.. do. ..	—
Kottapola b	.. Government ..	—	Deraniyagama b	.. do. ..	—
Kottapola g	.. do. ..	—	Gurugalla m	.. Grant-in-aid ..	Roman Catholic
Pindeniya b	.. do. ..	—	Talduwa b	.. do. ..	Buddhist
Getiyamulla m	.. do. ..	—	Dehiowita m	.. do. ..	do.
Ballapana m	.. Grant-in-aid ..	Roman Catholic	Daigala b	.. do. ..	do.
Atugoda m	.. do. ..	Salvation Army	<i>Panawal Korale.</i>		
Malwana b	.. do. ..	do.	Maniyangama b	.. Government ..	—
<i>Kiraweli Pattu.</i>			Pathberiya b	.. do. ..	—
Dedigama, b	.. Government ..	—	Panawala b	.. do. ..	—
Dedigama g	.. do. ..	—	<i>Dehigampal Korale.</i>		
Weragala b	.. do. ..	—	Ruanwella b	.. Government ..	—
Ambepussa b	.. do. ..	—	Ruanwella g	.. do. ..	—
Dorawaka b	.. do. ..	—	Galapitamada b	.. do. ..	—
Algama-Medagama b	.. do. ..	—	Amitinigala b	.. Grant-in-aid ..	Buddhist
Ambepussa g	.. Grant-in-aid ..	Roman Catholic	Waharaka m	.. do. ..	do.
Etnawala m	.. do. ..	Friends' Foreign Mission	Yatiantota m	.. do. ..	do.
Warakapola g	.. do. ..	Friends' Foreign Mission Association	Mattamagoda b	.. do. ..	do.
Tholangomuwa m	.. do. ..	Buddhist	Hathagoda b	.. do. ..	do.
<i>Gandolaha Pattu.</i>			Siyambalawala m	.. do. ..	do.
Walagama b	.. Government ..	—	<i>Lower Bulatgama.</i>		
Helamada b	.. do. ..	—	Kitulgala b	.. Government ..	—
Hatnagoda m	.. do. ..	—	Yakella b	.. do. ..	—
Walagama g	.. Grant-in-aid ..	Roman Catholic	Dedugala b	.. do. ..	—
Panawaka m	.. do. ..	do.	Habbellawaka m	.. Grant-in-aid ..	Buddhist

APPOINTMENTS, &c.

No. 268 of 1918.

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

Mr. E. F. MARSHALL to act in the office of Assistant at Mullaittivu to the Government Agent, Northern Province; District Judge, Commissioner of Requests, and Police Magistrate, Mullaittivu; Assistant Collector of Customs, Mullaittivu; Master Attendant, Mullaittivu, and Receiver of Wrecks, Mullaittivu; Local Authority under the Petroleum Ordinance for the District of Mullaittivu; and Additional Assistant Superintendent of Police, Mullaittivu, with effect from September 4, 1918, until further orders.

Mr. L. J. B. TURNER to act as Assistant at Trincomalee to the Government Agent, Eastern Province; District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Trincomalee; Superintendent of the Trincomalee Prison; Additional Superintendent of Police, Trincomalee; Local Authority under the Petroleum Ordinance for the District of Trincomalee; Additional Collector of Customs, Trincomalee; Landing Surveyor and Receiver of Wrecks, Trincomalee; and Master Attendant, Trincomalee, with effect from September 7, 1918, during the absence of Mr. G. S. WODEMAN on leave, or until further orders.

Mr. D. H. BALFOUR to act, in addition to his own duties, as Office Assistant to the Government Agent, Southern Province, from August 28, 1918, until the return of Mr. T. GOONETILLEKE to duty, or until further orders.

Mr. O. E. DE ZOYSA, Chief Clerk, Galle Kachcheri, to act, in addition to his own duties, as Extra Office Assistant, Galle Kachcheri, from August 28, 1918, until the return of Mr. T. GOONETILLEKE to duty, or until further orders.

Mr. C. V. BRAYNE to be, in addition to his own duties, Additional District Judge, Kalutara, for September 14, 1918.

Mr. W. K. H. CAMPBELL to be, in addition to his own duties, Additional District Judge, Mannar, for September 7, 1918.

Mr. W. A. WEERAKOON to the office of Commissioner of Requests and Police Magistrate, Puttalam; Additional District Judge, Puttalam; and Extra Office Assistant at Puttalam to the Assistant Government Agent for the Districts of Chilaw and Puttalam, with effect from September 10, 1918, until further orders.

Mr. G. F. FORREST to act, in addition to his own duties, as Assistant Commissioner of Excise, North-Western Division, Kandy, and Commissioner for the District of Kandy under section 4 (1) of Ordinance No. 23 of 1915, with effect from September 7, 1918, during the employment of Mr. L. J. B. TURNER on other duty.

Mr. L. L. HUNTER to be Additional Assistant Superintendent of Police, North-Central Province, with effect from August 24, 1918, until further orders.

By His Excellency's command,

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

No. 269 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint the under-mentioned persons to be Assessors for the following towns for the year 1919, under the provisions of section 5 of Ordinance No. 7 of 1866:—

Gampola.

Mr. L. B. JANSZE.

Mr. P. FERNANDO.

Mr. UDUMA LEBBE, Arachchi.

Pussellawa.

Mr. A. N. J. SENARATNA.
Mr. D. H. APPUHAMI, Arachchi.
Mr. M. JAYASUNDERA.

Chilaw.

Mr. T. M. CARRIM.
Mr. G. E. FERNANDO.
Mr. E. N. ABEYAKOON.

By His Excellency's command,

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

No. 270 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. JAMES PERERA SENEWIRATNA RATNAYEKE, at present practising as a Notary Public at Katupota in Kurunegala District, to be a Notary Public throughout Udugaha

and Meda pattus of Siyane korale of the Colombo District, with residence and office at Attanagalla, and to practise as such in the Sinhalese language.

By His Excellency's command,

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

No. 271 of 1918.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. DON WILFRED WIJEYENAYAKE, at present practising as a Notary Public at Attanagalla in Colombo District, to be a Notary Public throughout Dewamedhi hatpattu of Kurunegala District, with residence and office at Katupota, and to practise as such in the Sinhalese language.

By His Excellency's command,

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

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments, with effect from September 17, 1918 :—

Mr. J. S. ABAYASEKERA, Registrar of Lands, Kurunegala, to be Registrar of Lands, Matara, *vice* Mr. H. A. SIRIMANNE, transferred.

Mr. H. A. SIRIMANNE, Registrar of Lands, Matara, to be Registrar of Lands, Kurunegala, *vice* Mr. J. S. ABAYASEKERA, transferred.

By His Excellency's command,

A. S. PAGDEN,
Colonial Secretary's Office, Acting Colonial Secretary
Colombo, September 2, 1918.

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

CECIL TILAKARATNA provisionally to be Registrar of Births and Deaths of Uduwara division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, with effect from September 5, 1918, *vice* E. DON CORNELIS, retired. His office will be at Ampitigala Walauwa in Ampitigala.

ABRAHAM HENDRICK DIAS WICKRAMANAYAKA KARUNARATNE to act as Registrar of Marriages (Kandyan and General) of Yakawala and Hinidum pattu divisions respectively in the Galle District of the Southern Province, for thirty days, with effect from September 8, 1918, *vice* A. D. S. W. KARUNARATNE, on leave. His office will be at Hunumullegedaramedawatta at Tawalama.

KATIRKAMAR VYRAMUTTU to be Registrar of Marriages (General) of Koddigar pattu division, in the Trincomalee District of the Eastern Province, with effect from September 14, 1918, *vice* T. DURAIAPPA MUDALIYAR, retired. His office will be at Vanniyanarvalavu in Muthur.

AMARAKONMUDIYANSELAGE YAHAPATHAMI to act as Registrar of Births and Deaths of Meddeketiye korale division, and of Marriages (Kandyan and General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for two months, with effect from September 5, 1918, *vice* Registrar, A. M. UKKU BANDA, on sick leave. His office will be at the permanent Registrar's Office at Nettipolagedara.

RANGEBANDARALAGE KIRIBANDA provisionally as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Rajawanni pattu division, in the Puttalam District of the North-Western Province, with effect from September 1, 1918, *vice* Registrar, R. PUNCHIRALA, resigned. His office will be at Migahawatta in Murukwatawana.

DON HENDRICK GUNASEKERA to act as Registrar of Births and Deaths of Sittarama division, and of Marriages

(Kandyan and General) of Wellawaya division, in the Badulla District of the Province of Uva, for six weeks from September 1, 1918, during the absence of the Registrar, D. A. GUNASEKERA, on leave. His office will be at Ewariyapelesse Mahagedarawatta.

MALALASINHA JAYASUNDARA MUDIYANSELAYE KABUNARATNA BANDA to act as Registrar of Births and Deaths of Muttettupola division, and of Marriages (Kandyan and General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days, with effect from September 1, 1918, *vice* Registrar, S. M. PUNCHIMAHATMAYA, resigned. His office will be at Hanwana.

By His Excellency's command,

A. S. PAGDEN,
Colonial Secretary's Office, Acting Colonial Secretary,
Colombo, September 3, 1918.

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 WANIGA ARACHCHIGE CHARLES PERERA to act as Registrar of Births and Deaths of Ambatelenpahala West division, and of Marriages (General) of Ambatelenpahala division, in the Colombo District of the Western Province, for thirty days from August 20, 1918, during the absence of the Registrar, MALAWATTEGE MANUEL PINTO SENANAYAKE, on leave. His office will be at Wellampitiyawatta *alias* Tappewatta in Wellampitiya.

The Additional Assistant Provincial Registrar, Colombo, has appointed SEMBUKUTTIARATCHIGE MANUEL SILVA to act as Registrar of Births and Deaths of Ota West division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for three days from September 3, 1918, during the absence of the Registrar, HENRY RICHARD DE SILVA, on leave. His office will be at Kurunduwatta in Daluwakotuwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MAPITIYAGE ADRIAN PEIRIS WIJESINEA to act as Registrar of Births and Deaths of Panadure badda division, and of Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, for thirty days from August 26, 1918, during the absence of the Registrar, W. W. KURUPPU, interdicted. His office will be at Galpottewatta in Pattiya North.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SUBANERIS WEERAKOON to act as Registrar of Births and Deaths of Kalupahana division, and of Marriages (General) of Udugaha pattu division, in the Kalutara District of the Western Province, for twenty

days from September 1, 1918, during the absence of the Registrar, DON PROLIS WEERAKOON, on leave. His office will be at Eduragalawatta in Maputugala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed EMMANUEL DE SILVA AMARASEKERA to act as Registrar of Births and Deaths of Waskadubadda division, and of Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, on September 12, 1918, during the absence of the Registrar, S. S. AMARASEKERA, on leave. His office will be at Kosgahawatta in Kudawaskaduwa.

The Assistant Provincial Registrar, Matale, has appointed PUWAKPITYEWARAGOLLE IHALAGEDERA WIJAYABANAYAKA MUDIYANSELE KALU BANDA to act as Registrar of Births and Deaths of Gangala Udasiya pattu division, and of Marriages (General) of Matale East division, in the Matale District of the Central Province, for three weeks from August 26, 1918, during the absence of the Registrar, W. M. KIRI BANDA, on sick leave. His office will be at Ihalagederawatta in Puwakpitiya; station: Manmalawegederawatta in Kambharawa.

The Assistant Provincial Registrar, Matara, has appointed DON HENDERICK SEPABAMADU PINIDIYA to act as Registrar of Births and Deaths of Four Gravets No. 2 division, and of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern Province, for August 26, 1918, during the absence of the Registrar, A. D. S. WIRASINHA, on leave. His offices will be at Gasyatawatta *alias* Gabadagewatta in Tudawa and Dissawagewatta in Weliveriya.

The Assistant Provincial Registrar, Matara, has appointed DON ANDREAS SIRIWARDENA 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 seven days from September 4, 1918, during the absence of the Registrar, D. H. DE S. SIRIWARDENA, on leave. His office will be at Liyanagederawatta in Bengamuwa.

The Assistant Provincial Registrar, Matara, has appointed DAVID JOHN GUNAWARDENA to act as Registrar of Births and Deaths of Pallogama division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for thirty days from September 1, 1918, during the absence of the Registrar, GEORGE KANDAMBY, on sick leave. His office will be at Welewatta in Pallegama.

The Assistant Provincial Registrar, Matara, has appointed DON ANDREAS PERERA WEERAKOON to act as Registrar of Births and Deaths of Hakmana division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for four days from August 27, 1918, during the absence of the Registrar, D. A. A. WICKREMASINGHE, on leave. His office will be at Tanayamwatta in Beruwewa.

The Assistant Provincial Registrar, Hambantota, has appointed DON CORNELIS ABEWICKRAMA to act as Registrar of Births and Deaths of Marakada Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for five days from August 26, 1918, during the absence of the Registrar, D. D. RAJAPAKSA, on leave. His office will be at Godawanewatta in Buddiyagama.

The Assistant Provincial Registrar, Hambantota, has appointed JOHN FREDRICK DISSANAYAKA to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from August 29, 1918, during the absence of the Registrar, D. C. DISSANAYAKA, on leave. His office will be at Walawwewatta in Nakulugamuwa.

The Assistant Provincial Registrar, Hambantota, has appointed DON MOWLIS WIJESEKARA DISSANAYAKA to act as Registrar of Births and Deaths of Paranagampalata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for eight days from September 5, 1918, during the absence of the Registrar, C. A. WIRASINGHA, on leave. His office will be at Bulugahawatta *alias* Walawwewatta in Welipitiya.

The Assistant Provincial Registrar, Mannar, has appointed VISUVASAM JACOB DIAS to act as Registrar of Births and Deaths of Mannar island division No. 2, and of

Marriages (General) of Mannar island division, in the Mannar District of the Northern Province, for three days from August 24, 1918, during the absence of the Registrar, K. K. TALIMA, on leave. His office will be at Talimavalavu in Pesalai.

The Assistant Provincial Registrar, Mannar, has appointed MUKAMMATUMUTTALIVAVA KAPPANEYINALEVVAI MAREKAYAR to act as Registrar of Births and Deaths of Musali South division, and of Marriages (General) of Nanaddan division, in the Mannar District of the Northern Province, for twelve days from September 3, 1918, during the absence of the Registrar, M. M. SALIKU, on leave. His office will be at Registrar's valavu in Tampaddamutalikaddu, station: Kamavitanaivalavu in Karadikkuli.

The Assistant Provincial Registrar, Trincomalee, has appointed KULANTHAIVELU NARAYANAPILLAI to act as Registrar of Births and Deaths of Kaddukkulam East division, and of Marriages (General) of Kaddukkulam pattu east division, in the Trincomalee District of the Eastern Province, for thirty days from September 1, 1918, *vice* Registrar, S. VELUPPILLAI, resigned. His office will be at Sampaltivu.

The Assistant Provincial Registrar, Kurunegala, has appointed LANSAKARA JAYASUNDERA MUDIYANSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Katuwanna korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for two days from August 26, 1918, during the absence of the Registrar, R. M. DINGIRI BANDA, on leave. His office will be at the permanent Registrar's residence at Hanglipola.

The Provincial Registrar, Ratnapura, has appointed WEERASINGHA MUDIYANSELAGE LOKU BANDA to act as Registrar of Births and Deaths of Marambe division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three days from September 12, 1918, during the absence of the Registrar, P. B. MARAMBE, on leave. His office will be at Walawwewatta in Minnana.

The Assistant Provincial Registrar, Kegalla, has appointed VIDANELAGE PUNCHIMAHATMAYA to act as Registrar of Births and Deaths of Atulugam korale east division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for three days from September 10, 1918, during the absence of the Registrar, H. A. SIRIWARDENAHAMY, on leave. His office will be at Dimikedellehenewatta in Udabage.

Registrar-General's Office,
Colombo, September 3, 1918.

W. L. KINDERSLEY,
Registrar-General.

IT is hereby notified that JOHANNES ABRAHAM SINGAPULI, Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, will, with effect from September 12, 1918, have an additional office at Galhiressewatta in Waharaggoda, where he will hold office on Mondays and Thursdays.

Registrar-General's Office,
Colombo, September 3, 1918.

W. L. KINDERSLEY,
Registrar-General.

IT is hereby notified that CHARLES GUNARATNA KANDAMBY, Registrar of Births and Deaths of Kahawatta Lower division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, will, with effect from September 12, 1918, have an additional office at Ambagahawatta in Kudahilla, where he will hold office on Thursdays, Fridays, and Saturdays.

Registrar-General's Office,
Colombo, September 3, 1918.

W. L. KINDERSLEY,
Registrar-General.

IT is hereby notified that Dr. GEORGE SELVANAYAGAM MATHER, Registrar of Births and Deaths of Jaffna town locality No. 2 division, in the District of Jaffna of the Northern Province, will, with effect from September 1, 1918, hold his office at "Ratnagiri" in Chundikkuli, instead of at "Sribilash," in Chundikkuli, as notified in the *Government Gazette* No. 6,937 of April 12, 1918.

Registrar-General's Office,
Colombo, August 28, 1918.

W. L. KINDERSLEY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

IT is hereby notified that His Excellency the Officer Administering the Government has been pleased to appoint the Registrar of Lands at Jaffna, Galle, Mannar, Negombo, Puttalam, Batticaloa, Trincomalee, and Mullaittivu, and the Sub-Collectors of Customs at Point Pedro, Talaimannar, Kankasanturai, Valluvedditturai, Hambantota, Kalpitiya, Beruwala, and Kayts, to be respectively the officers at the ports named before whom marine protests in this Colony in respect of British ships should be noted.

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

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

NOTICE is hereby given that an examination for candidates wishing to enter Class II., Grade III., of the Clerical Branch of the Public Service will take place on Tuesday, December 17, 1918, and following days.

2. Applications for admission to the examination by persons not now in the Public Service must be addressed to the Director of Education bearing a duly cancelled stamp of Rs. 10 and in the form (Schedule A) attached to this notice. Forms can be obtained at any Post Office on application, or within four days' notice. A certificate of the registration of the candidate's birth showing him to be on December 17, 1918, between the ages of 18 and 21, and a certificate of good character signed by a responsible person,* to the satisfaction of the Director of Education, must be attached to the form of application. If a certificate of birth for a previous examination has been already sent in, it will be sufficient to refer to the name and date of that examination. Affidavits will not be accepted. In the case of candidates who submit certificates of registration from the register of past births, the certificates will be accepted only after consideration of the evidence by which the dates of birth were established. If the name appearing in the birth register differs, either by alteration or addition, from the name by which the candidate is known, the parent or guardian should, before obtaining a certificate, apply to the Registrar-General or his Assistant for such alteration in the manner set forth in section 7 of Ordinance No. 23 of 1900. This examination is confined to British subjects whose families are permanently resident in the Island.

3. Clerks in Government Service (other than members of the Customs, Postal, Survey, or Railway Departments) from whatever funds they may be paid, who have completed three years' service, and whose service has been throughout satisfactory, are eligible for examination irrespective of age and without fee. Their applications (in the same form, Schedule A) for admission to the examination should be forwarded to the Director of Education through the Heads of their Departments.

4. Applications should reach the Director of Education not later than 2 P.M. on October 17, 1918; any applications received after that hour will be rejected.

5. The Director of Education will return to the candidate his application, approved or disapproved as the case may be, after taking, if necessary, the orders of Government thereon. The approved application shall constitute the candidate's ticket of admission to the examination. Candidates presenting themselves for examination must produce to the officer appointed to supervise the examination their forms of application approved by the Director of Education. A candidate not producing such form will be refused admittance to the examination.

6. The examination will be held at Colombo only, under the supervision of the Director of Education, in the places which will be notified to the candidates in due course. Heads of Departments are required to grant leave to present themselves at the examination to officers of their Departments whose applications to present themselves for examination have been returned to them approved by the Director of Education.

7. The examination will be competitive. The number of places assigned for general competition will be twenty.

8. The successful candidates will be required to pass a medical examination as to their physical fitness for service in any part of the Island.

9. The subjects for examination are those set out in Schedule B to this notice. The examination will be held in two parts. The first part is a qualifying examination in Handwriting, Spelling, and Arithmetic. Any candidate failing to obtain two-thirds of the marks allotted for Handwriting or half those allowed for Spelling or for Arithmetic will be excluded from the remainder of the examination. Special attention will be paid to Handwriting, and candidates whose writing is untidy or illegible or contains defects in the formation of letters will be rigorously excluded. The kind of writing preferred is that generally known as the "Civil Service" hand. The second part of the examination will be in the remaining subjects in Schedule B. Should a candidate obtain less than one-third of the aggregate marks for the three subjects—Composition, General Paper, Précis Writing—or less than one-fourth marks in any other subject, or if he be a Sinhalese or Tamil, less than one-half of the marks in his native language, such marks will not be counted in his favour. In all the written papers marks will be deducted for bad writing and mistakes in spelling.

10. Clerks admitted under section 3 will be allowed to compete amongst themselves, and will be eligible, if they obtain a minimum of 66 per cent. in Writing and 33 per cent. in the other compulsory subjects, for seven of the appointments.

11. The Government does not undertake to provide the successful candidates with posts immediately, but they will be given appointments as suitable vacancies occur.

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

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

* If the candidate has been educated at a Government or grant-in-aid school, the certificate must be from the Principal of the last Government or grant-in-aid school which he has attended.

SCHEDULE A.

Specimen Application Form.
GOVERNMENT OF CEYLON.

Clerical Examination, December 17, 1918, and the following days.

Certificate of Admission.

N.B.—This form is to be filled up and sent so as to reach the Director of Education not later than 2 P.M. on October 17, 1918. It must be correctly and legibly filled up. Candidates who are already in the Public Service should forward the form through the Head of the Department in which they serve.

The examination will be held on December 17, 1918, and following days, at 10 A.M.

Full name of Candidate, and whether Sinhalese, Tamil, or Burgher

Day, Month, and Year of Birth supported by certificate of registration

Postal address to which this Application should be returned*

Is the Candidate already employed in the Service of Government? And if so, appointments held with dates since entering the Service†

Present appointment, if any

Is the Candidate to be examined in Sinhalese, Tamil, Latin, or Mathematics?

Is the Candidate to be examined in Shorthand?

Here affix a stamp of Rs. 10, if not already in Government Service. Cancel the stamp by signing your name on it or initialling it and dating it.

I certify that this officer has completed three years' Government Service, and that such service has been throughout satisfactory.

Signature of Head of Department.

Signature of Candidate.

The above-named is admitted to the examination, and is assigned the Number —.

Director of Education.

This form is to be given up on the first day of the examination to the Presiding Examiner, who will forward it to the Director of Education. No candidate will be admitted to the examination except on presentation of this certificate.

* In the case of Government officers the official address should be given.

† If the candidate seeks admission under G. O. 494, the Head of his Department should certify above his signature that the officer has completed three years' Government Service, and that such service has been throughout satisfactory.

SCHEDULE B.

English—					Marks.
Handwriting .. .. .	..	..	..	..	150
Spelling .. .. .	..	..	..	..	100
Composition .. .. .	..	..	..	..	150
General Paper* .. .. .	..	..	..	..	150
Précis Writing .. .. .	..	..	..	..	100
Arithmetic (including Tots) .. .. .	..	..	..	..	200
Shorthand (optional) .. .. .	..	..	..	..	100
Native Language—					
Written translation out of .. .. .	..	..	..	..	50
Written translation into .. .. .	..	..	..	..	50
Grammar .. .. .	..	..	..	..	50
Reading and translation orally a written document .. .. .	..	..	..	..	25
Interpretation .. .. .	..	..	..	..	25
In place of the native language one of the two following subjects may be taken :—					
(a) Latin—					
Translation into English unprepared .. .. .	..	..	..	..	100
Translation into Latin .. .. .	..	..	..	..	50
Grammar .. .. .	..	..	..	..	50
(b) Mathematics—					
Geometry† .. .. .	..	..	..	..	100
Algebra† .. .. .	..	..	..	..	100

* The General Paper may include questions in English History, Geography, and Literature.

† The Geometry will include questions on Euclid, Books I., II., III., and IV., with deductions. The Algebra will include definitions, the theory of indices, greatest common measure and least common multiple, extraction of square root, simplification of fractions, solution of simple and quadratic equations and of problems producing such equations, the elementary rules of ratio and proportion, arithmetical and geometrical progressions, permutations, and combinations.

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

Excise Notification No. 80.

IT is hereby notified that His Excellency the Officer Administering the Government in Executive Council, in exercise of the powers vested in him by section 31 (1) of "The Excise Ordinance, No. 8 of 1912," has been pleased to amend rule 3 (i.) and 3 (iii.) of the rules published by Excise Notification No. 79, dated July 26, 1918, and published in *Government Gazette* of the same date, by the addition of the words "or such other suitable place as the Government Agent or Assistant Government Agent may determine" after the words "District Kachcheri" in the said rules, and also to amend Form A referred to in the said rule 3 (i.) by deleting the word "Kachcheri" in paragraph 2 thereof, and to declare that the said amendments shall be in force from the date hereof.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, September 6, 1918.

A. S. PAGDEN,
Acting Colonial Secretary.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

NOTICE is hereby given that His Excellency the Officer Administering the Government of Ceylon, in exercise of the powers vested in him by section 34 of "The Cemeteries and Burials Ordinance, 1899, and on the recommendation of the proper authority, to wit, the Government Agent of the North-Western Province, has been pleased to approve of the allotment of land set out in the schedule hereto being provided and used as a burial ground by the Roman Catholics resident in the village of Pannala, in Medapattu korale west in Katugampola hatpattu of the Kurunegala District, North-Western Province, from the date hereof.

By His Excellency's command,

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

A. S. PAGDEN,
Acting Colonial Secretary.

SCHEDULE.

Name of land : Lindakumburagodala.

Situation : In Pannala, in Galayaya palata of the Medapattu korale west of Katugampola hatpattu of the Kurunegala District, North-Western Province.

Boundaries : North by a portion of the same land ; east by land belonging to Don Marcel Appuhamy ; south by field belonging to Herathamby ; west by a portion of the same land.

Extent : 0A. 0R. 20P.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

THE following by-laws made by the Sanitary Board of Matale District, under section 32 (2) of Ordinance No. 18 of 1892, and confirmed by His Excellency the Officer Administering the Government in Executive Council, are hereby published for general information.

By His Excellency's command,

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

A. S. PAGDEN,
Acting Colonial Secretary.

BY-LAWS REFERRED TO.

Road Tax.

1. Every male inhabitant between the ages of 18 and 55 years shall be liable to perform six consecutive days' labour in each year upon the thoroughfares within the town or on works necessary for the preservation and improvement of the sanitary condition of the town, or in the collection and preparation of materials required for any such purpose.

2. The following persons shall be exempt from the liability to labour under the preceding rule, viz. :—

- (a) Persons exempted from liability to labour in terms of section 50 of Ordinance No. 10 of 1861 and section 26 (5) of Ordinance No. 8 of 1910.
- (b) Persons who, in the opinion of the Board, are unable owing to disease, bodily or mental, or other cause to work.

3. It shall be lawful for any person subject to labour to commute the same by a money payment of Rs. 2 a year before the end of March.

4. Any person who has failed to contribute labour on being notified to do so, or has failed to commute the same, shall be subject to perform twelve days' labour or to pay double commutation, that is, Rs. 4, before a date to be named by the Chairman. Defaulters shall be dealt with by the same authority under the powers vested in him under section 33.

5. The tax shall be collected by a collector or collectors appointed by the Board.

6. All notices for work or payment of tax shall be in writing or by beat of tom-tom.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

THE following by-laws made by the Sanitary Board of Matale District, under section 9 E (2) (f) of Ordinance No. 18 of 1892, and approved by His Excellency the Officer Administering the Government in Executive Council, are hereby published for general information.

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

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

BY-LAWS REFERRED TO.

A.

1. All householders or occupiers of premises within the limits of the Sanitary Board towns of Rattota, Palapatwela, Kawudupellella, Madawela, and Dambulla shall deposit the dust, ashes, sweepings, rubbish, or other refuse from their premises in covered boxes or receptacles of a size not less than 24 inches by 18 inches on the edge of the road outside their respective dwellings or shops between 7 and 8 A.M. daily, and it shall not be lawful for anyone to place or cause to be placed such dust, ashes, sweepings, rubbish, or other refuse in or upon any street unless the same shall be contained in such covered box or receptacle as aforesaid or after the hours specified, and every such person shall remove such boxes or receptacles within the space of half an hour after the same shall have been emptied by the scavengers.

2. No person shall use as a screen or hang out in front of any boutique, house, or building adjacent to any public street or thoroughfare soiled or dirty gunny bags, jute hessian, or cloth.

B.

1. No person shall sink a well or cause a well to be sunk within the limits of any Sanitary Board town, unless he shall have given to the Chairman one month's notice of such his intention, or shall have obtained a permit from the Chairman to sink such well or cause it to be sunk.

2. No well shall be sunk less than 50 feet from any cesspit, cesspool, pigsty, gala, cattle shed, manure heap, leaking drain, neglected privy, heap of decaying vegetable or animal matter, or any manured land.

3. No cesspit, cesspool, privy, pigsty, gala, or cattle shed shall be constructed within a distance of 50 feet from any well used for drinking or domestic purposes, nor shall any manure or decaying animal or vegetable matter be deposited, nor any land be cultivated with manure, nor any drain suffered to remain in a leaking condition within such distance.

4. All wells shall be lined as far as water level either with brick set in cement with a backing of puddled clay or with cylinders of iron cement or clay, or shall be otherwise so constructed as to prevent the entrance of water except from the bottom.

5. A platform upon which to stand and draw water may be constructed over the top of a portion of the mouth of the well. This platform shall be so constructed as to be absolutely water-tight, so that no water therefrom can trickle back into the well, but all flow on to the apron or pavement referred to in rule 6. The said platform shall have a slope downwards from the centre of the mouth of the well outwards so as to throw off water and a water-tight ledge at least 6 inches high along its inner edge

connected at both ends with the parapet wall. The remainder of the well mouth shall be surrounded by a parapet wall at least 2 feet 6 inches high.

6. The well shall be surrounded for a distance of 5 feet by a cement apron or pavement of stone or brick set in cement sloping away from the well.

7. The outer edge of such apron or pavement shall be surrounded by a cement gutter emptying into a leadaway drain not less than 10 feet long, so as to prevent the stagnation of water in the vicinity of the well.

8. No planks shall be placed across the mouth of the well to stand on when drawing water or for any other purpose.

9. Water from wells shall be drawn in clean receptacles.

10. No one shall wash clothes within 20 feet of the mouth of a well used for drinking or domestic purposes.

11. Every owner or lessee of a well used as a public bathing place shall supply bathing tubs, and shall not allow persons who bathe to draw water, and no person shall draw water from such well while bathing.

12. Whenever any tree or branch of any tree overhangs a well, and is deemed after inspection by the Chairman or any Sanitary Officer of the Board to be injurious to the water, owing to the dropping of the leaves or fruit into the water or by otherwise rendering the water unfit for use, it shall be lawful for the Chairman of the Sanitary Board to cause notice in writing to be given to the owner, lessee, or occupier of the ground on which such tree stands to cut down or remove such tree or branch, and if such notice is not complied with within fourteen days such person shall be guilty of an offence.

13. The Chairman may, whenever he deems such a course to be necessary, cause notice to be given in writing to the owner or lessee or occupant of any compound in which there is a well used for drinking or domestic purposes to bale out the water and clean the well and execute such repairs as the Chairman may consider to be necessary, and if such notice is not complied with within fourteen days such person shall be guilty of an offence.

14. Whenever it shall be decided by a resolution of the Sanitary Board that such a course is expedient in the interests of health, it may give notice to the owner, lessee or occupant of any land to fill up or disinfect any well on such land, and the owner, lessee, or occupier shall thereupon be bound to comply with such order within eight days' time. Should such owner, lessee, or occupier fail within such time to comply with such order such person shall be guilty of an offence.

15. It shall be lawful for the Supervisor or Inspector of the Board or other person empowered in writing by the Chairman of the Board to inspect wells, or enter upon any land or premises for the purpose of inspecting proposed sites for wells or existing wells and their surroundings.

Order of His Excellency the Officer Administering the Government in Council under "The Enemy Property Ordinance, No. 23 of 1916," as amended by Ordinance No. 5 of 1917.

WHEREAS it is provided by section 8 A (1) of "The Enemy Property Ordinance, No. 23 of 1916," as amended by Ordinance No. 5 of 1917, that the Governor in Executive Council may, by Order in Council, vest in the Custodian of Enemy Property any property belonging to an "enemy subject" within the meaning of the said Ordinance:

And whereas the property enumerated in the schedule hereto belongs to Werner Geiss, an "enemy subject," and it appears expedient to vest the said property in the said Custodian:

Now, therefore, His Excellency the Officer Administering the Government is pleased, by and with the advice of the Executive Council, to order, and it is hereby ordered, that the aforesaid property is vested in the Custodian of Enemy Property, who is authorized to sell it in his discretion.

By order of His Excellency the Officer Administering the Government in Executive Council, this Twenty-first day of August, 1918.

JOHN SCOTT,
Clerk to the Executive Council.

SCHEDULE.

Articles of furniture and effects as per subjoined list at "Park View," Turret road, in the occupation of Mr. T. E. Wagner.

Dining Room.

- 1 nadun dining table with two extra leaves.
- 12 nadun carved dining room chairs with arms.
- 2 nadun whatnots.
- 1 large nadun sideboard with three mirrors.
- 1 large nadun sideboard with green glass top.
- 1 carpet.
- 2 trays.

Drawing Room.

- 1 nadun cabinet with mirrors.
- 1 high carved nadun music case.
- 1 nadun china cabinet.
- 1 black bentwood piano stool.
- 1 black painted wall bracket with three shelves.
- 1 square carved ebony table.
- 1 small, octagonal, carved fancy table.
- 1 high pedestal, teak, with large brass bowl.
- 1 bronze eagle on wooden stand.
- 1 clock with eagle.
- 1 carved notepaper box.
- 1 round folding brass table.
- 1 nadun tea table with folding sides.
- 1 teak octagonal fancy table.
- 1 nadun carved writing bureau with drawers.
- 1 carpet.
- 1 drawing room suite consisting of 1 settee, upholstered, mahogany, French polished; 3 small chairs, upholstered, mahogany, French polished; 1 fancy chair, upholstered, mahogany, French polished, with arms.
- 3 black painted cane armchairs with cushions.
- 1 large black painted cane armchair with cushions.

Bedrooms.

- 1 large iron double bed with spring mattress and curtain.
- 2 single iron beds with spring mattresses and curtains.
- 1 white enamelled baby's cot with mattresses.
- 1 black iron bed (large).
- 1 nadun duchesse dressing table with long mirror.
- 1 nadun dressing table with mirror and drawers.
- 2 large nadun washstands, marble tops, tiled backs.
- 1 nadun washstand, plain.
- 1 nadun square table.
- 1 nadun footstool.
- 14 pieces (odd) bedroom toilet chinaware.
- 2 cane-covered couches.
- 2 double jak almirahs.
- 1 large nadun double almirah with carved top pieces.
- 1 large nadun 3-part almirah with long mirror.
- 1 French polished jak almirah with long mirror.
- 1 double nadun almirah (upstairs).
- 2 dirty clothes baskets.
- 1 nadun medicine cupboard.
- 1 clothes stand.
- 1 electric reading lamp.
- 3 teak box stands.
- 2 armchairs, nadun.
- 2 bedroom chairs.
- 1 baby's bath with stand.
- 1 large bath.
- 1 teak footboard.

Verandah.

- 2 cane chairs.
- 3 long chairs.
- 3 round nadun teapoy.
- 1 teak square teapoy.
- 2 cane-covered carved settees, nadun.
- 3 small carpets.
- 5 deer horns.

Library.

- 1 large nadun writing desk.
- 1 bentwood desk chair with two cushions.
- 1 nadun bookcase with glass top.
- 1 jak bookcase with glass top.
- 1 portable fan, electric.
- 1 paper basket.

Kitchen and Storerooms.

- 1 large teak ice box.
- 1 small teak boot cupboard.
- 1 small white table.
- 1 small white stool.
- 1 nadun meat safe.
- 1 kitchen range.
- 4 kitchen tables.
- 6 saucepans.
- 1 frying pan.
- 2 cake tins.
- 1 pudding form.
- 12 shells.
- 1 frying tin.
- Kitchen knives, &c.
- 3 strainers (broken).

Crockery.

- 1 dinner service, pink flower pattern, consisting of 1 large oblong meat dish; 2 round large meat plates; 2 large vegetable dishes; 2 sauciers; 3 oblong smaller dishes; 1 soup tureen; 18 meat plates; 10 soup plates; 8 dessert plates; 4 small plates; 6 breakfast cups with 3 saucers; 1 teapot; 2 pudding dishes.
- 1 odd dinner service, blue flower pattern, consisting of 1 large oval meat dish; 1 soup tureen; 1 vegetable dish; 1 sauciere; 2 small square vegetable dishes; 2 larger square vegetable dishes; 1 odd small plate; 2 pudding dishes; 7 eggcups.
- 1 odd pink breakfast set:—2 cups; 5 saucers; 6 plates; 1 sugar basin; 1 milk jug.

Odd Pieces of Crockery.

- 6 odd dessert plates.
- 1 china menu stand.
- 1 blue cake plate.
- 1 jam jar.
- 1 odd teapot.
- 1 feeding cup.
- 3 odd coffee cups.
- 6 blue coffee cups with 5 saucers.

Glassware.

- 8 champagne glasses.
- 9 green hock glasses.
- 6 claret glasses.
- 12 square liqueur glasses.
- 11 large tumblers.
- 4 odd liqueur glasses.
- 8 glass small flower vases.
- 1 decanter.
- 1 cheese dish.
- 1 glass cover.
- 2 fly-catching glasses.
- 11 ice and cream plates.
- 6 odd glass dishes.
- 3 saltcellars.

Cutlery (Odd).

- 6 fish knives and forks.
- 5 fruit knives.
- 1 soup ladle.
- 2 large knives.
- 1 sugar tongs.
- 2 electroplated eggcups with spoons.
- 3 salt spoons.
- 3 tea spoons.
- 1 soup spoon.
- 10 odd forks.

Electroplated Ware.

- 1 jam dish with cover.
- 1 cork stand (lady's head).
- 2 fruit dishes with glasses.
- 3 small oblong china trays.
- 1 coffee pot, milk jug, and sugar basin, with round tray.
- 1 cruet stand.

Brassware.

- 1 large octagonal brass tray.
- 3 round brass trays.
- 1 carved brass vase with cover.
- 1 beggar's bowl.
- 2 antique water bowls.
- 1 brass rice basin.
- 2 small carved brass vases with handles.
- 1 old brass box with lid.
- 1 old betel box, copper inlaid.
- 1 brass hanging lamp.
- 1 round brass box.
- 1 small brass candlestick (cobra).
- 1 small brass vase.
- 1 brass and black ash bowl.
- 12 engraved brass finger bowls.
- 1 brass bowl with ebony stand.
- 6 small brass ornaments (animals).

Bronzes.

- 1 large sitting Buddha.
- 2 small turtles.
- 1 elephant.
- 1 small figure.
- 1 figure of a man.
- 1 antique Chinese incense burner.
- 1 flower pot.
- 1 large antique cloisonne vase.
- 1 antique cloisonne vase.
- 1 Chinese vase.
- 1 jug vase.
- 1 candlestick with bronze bowl.

Ornaments.

- 6 ebony ornaments.
- 1 ivory duck on stand.
- 1 small mother-of-pearl inlaid box.
- 1 marble desk clock.
- 1 china figure (girl's head, white).
- 1 china ornament (egg shape).
- 1 ostrich egg.
- 2 earthenware water bowls.
- 1 beer mug.
- 1 carved coconut ornament.
- 1 fancy basket (round).
- 4 ash trays.
- 1 horseshoe paper weight.
- 2 paper knives.
- 1 Beethoven mask.

Sundries.

- 1 ironing board.
- 1 small scale with weights.
- 2 tennis rackets with presses.
- 10 clothes hangers.
- 1 bath thermometer (broken).
- 1 lot music and books.
- 1 opera glass in case.
- 1 pair fawn riding breeches.
- 1 brown fancy dress (domino).

Pictures.

- 1 large picture in teak frame: "Creed."
- 1 large picture in teak frame: "Treed."
- 1 large picture in teak (Bismarck).
- 1 coloured picture, black frame ("Meeresglanz").
- 10 medium sized framed pictures.
- 17 small sized framed pictures.
- 1 small tapestry, framed.
- 2 large tapestries, framed.

Linen.

- 15 pairs lace curtains.
- 2 woollen embroidery covers (oriental, old)
- 12 pairs white cotton curtain holders.
- 12 doyleys (drawn thread).
- 14 crochet-drawn.
- 2 cushion covers.
- 18 odd small tray cloths.
- 3 mosquito curtains.

Garden Utensils.

- 1 lawn mower.
- 1 garden roller.
- 1 ladder.

Plants.

- 21 wooden pots with plants, palms, &c.

Comparative Monthly Return of Revenue from October, 1914, to April, 1918.

	1914-15.		1915-16.		1916-17.		1917-18.
	Rs.		Rs.		Rs.		Rs.
October	3,881,056	..	4,771,366	..	5,424,275	..	6,065,183
November	4,100,206	..	5,571,484	..	5,979,053	..	5,746,166
December	4,164,600	..	5,106,908	..	5,960,735	..	5,097,971
January	4,241,496	..	5,313,806	..	6,476,905	..	5,608,309
February	4,077,474	..	5,372,274	..	4,950,043	..	4,836,838
March	4,542,590	..	5,616,979	..	5,537,901	..	4,994,265
April	4,234,022	..	4,608,132	..	4,947,552	..	5,750,101
May	4,383,968	..	5,725,863	..	5,147,201		
June	3,619,577	..	5,119,142	..	5,058,315		
July	4,635,060	..	7,020,687*	..	5,351,143		
August	4,232,944	..	5,930,822	..	5,838,302		
September	5,432,479	..	5,855,547	..	6,320,453		
Total	51,545,472		66,013,010		66,981,878		

* Includes Rs. 1,425,000 realized by sale of dredger "Sir William Matthews" to the Australian Government.

The General Treasury,
Colombo, August 30, 1918.

BERNARD SENIOR,
Colonial Treasurer.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of the under-mentioned tiles for the use of the Railway Department from persons willing to contract from the date of acceptance of the tender to September 30, 1919, viz. :--

South Indian, flat, whole, half, ridge, and ventilator tiles of best quality.

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 South Indian Tiles to the Railway Department" in the left hand corner of the envelope, and should reach the office of the Controller of Revenue not later than midday on Tuesday, September 17, 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. 25 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. Samples must be deposited with the General Manager of the Railway before the dates on which the tenders are due. No tenders will be considered if the samples are not so deposited.

8. The amount of security required will be Rs. 1,000. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. Any offers received containing conditions outside the specification will be rejected without question.

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

13. Fines will be inflicted for delays in complying with orders.

14. 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.

15. 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.

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

17. 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.

General Manager's Office,
Colombo, September 2, 1918.

G. P. GREENE,
General Manager.

TENDERS will be received by the Resident Engineer, Colombo Drainage Works, up to noon on Monday, September 30, 1918, for the following services during 1919:—

- | | |
|------------------------------|-------------------------------------|
| (1) Miscellaneous stores. | (5) Firewood. |
| (2) Broken stone. | (6) Transport of stores, &c. |
| (3) Sand and gravel. | (7) Landing and delivery of stores. |
| (4) Kerosine and other oils. | |

2. Tenders must be sealed and endorsed on the envelope "Tender for ————" and forwarded to the Resident Engineer.

3. Tender forms with schedules for any of the seven contracts will be supplied on personal application to the Chief Assistant Engineer from September 10 to 20, 1918, inclusive (Saturday and Sunday excepted), between the hours of 2 P.M. and 4 P.M., upon the deposit of the sum of Rs. 100 for each contract, which will be returned upon receipt of a *bona fide* tender duly filled in, signed, and delivered, but otherwise the money deposited will be forfeited as ascertained and liquidated damages. A tender is considered delivered when it has been deposited by the contractor or his representative in the box provided for the purpose in the Office of the Chief Assistant Engineer, Colombo Drainage Works. The box will be in position to receive tenders on Monday, September 30, 1918, from 9 A.M. to 12 noon precisely, when it will be removed. Any tender presented at the office after the removal of the box will not be accepted, and the deposit of Rs. 100 upon it may be forfeited.

4. A cash security not exceeding Rs. 500 will be required before any contract will be entered into.

5. The Resident Engineer does not bind himself to accept the lowest or any tender, and reserves the right of accepting any tender wholly or in part.

M. R. ATKINS,
Resident Engineer,
Colombo Drainage Works,
Colombo, August 28, 1918.

TENDERS are hereby invited for the services named in the schedule hereunder for the period commencing from October 1, 1918, and terminating on September 30, 1921.

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 ———" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on September 17, 1918.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo, and 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 cash deposit according to the schedule hereunder will be required to be made at any 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 after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will tender 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 to the contract. No deposits for tender forms will be accepted at the Principal Civil Medical Officer's Office.

7. If required, samples must be deposited.

8. The successful tenderer will be required to furnish cash security according to the schedule hereunder, and to sign the bond given in the tender for the due fulfilment of the contract; also to furnish with each tender a letter signed by two responsible persons, whose addresses must be given, engaging to become an additional security for the due performance of the contract. The amount deposited for tender forms will form part of the security.

9. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Principal Civil Medical Officer and Inspector-General of Hospitals. Sanction will not be given for any transfers, including powers of attorney, in favour of persons in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.

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

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 or the whole of it, for one, two, or three years.

12. Any further information can be obtained on application to the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo.

G. J. RUTHERFORD,
Principal Civil Medical Officer and
Inspector-General of Hospitals.

Colombo, September 3, 1918.

Schedule referred to.

Service.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Nature of provision required :—		
(a) Cooked diets with milk—		
Dandagamuwa Hospital	.. 100	.. 200
Deniyaya Hospital	.. 200	.. 400
Matara Hospital ..	.. 100	.. 200
Neboda Hospital ..	.. 200	.. 400
(b) Uncooked diets without milk to the Baker Ward and cooked diets without milk to the remaining wards—		
Nuwara Eliya Hospital	.. 250	.. 500

SEALED Tenders, marked on the envelopes "Tender for removing Salt during the Fish-curing Season, from October 10, 1918, to April 30, 1919, from the Stores at Puttalam, and weighing and storing it in the Store at Udappu," will be received by the Assistant Government Agent of Puttalam up to 1 P.M. on September 21, 1918.

Tenderers are requested to observe the following conditions :—

- Money deposit of Rs. 20 to be made in any Kachcheri before September 21, 1918, to be forfeited if the tenderer fails, on his tender being accepted, to enter into a contract within a reasonable time.
- Duplicate of tender to be forwarded by post to the Hon. the Controller of Revenue at the time at which the tenderer forwards the original to the Assistant Government Agent, Puttalam.
- Tenderer to name an address in Puttalam for delivery of any notices.
- Tenderers are requested to state the rate of hire for every boat load of 280 cwt. of salt to be taken from Puttalam to Udappu.

For further particulars apply to the Salt Inspector, Puttalam.

Puttalam Kachcheri, S. M. P. VANDERKOEN,
September 2, 1918. for Assistant Government Agent.

TENDERS are hereby invited for the supply of firewood to the firewood depot, Ohiya, during 1918-19. The work is to commence in October, 1918, and to be completed by September 20, 1919. The area 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. The 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 Ohiya Depôt Firewood Supply, 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, September 24, 1918.

5. The 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 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 in the list of defaulting contractors authorizing him to carry on the work under the contract.

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 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 the contract will be required of the contractor when entering into the bond.

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

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

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

13. The first batch of firewood should be delivered at the depôt on or before October 31, 1918.

14. For any further information and for inspection of the draft contract application should be made to the Assistant Conservator of Forests, Uva Division, Haputale.

General Conditions.

The following species are not to be cut for firewood, viz.:—etdemata, lunumidella, rukattana, divikaduru, kaju, walkaduru, imbul, katuimbul, erabadu, dadap, kekuna, amba, or gedumba.

2. No felling operations will be permitted in forests after August 31, 1919, and wood for the anticipated supplies for the following month must be held in stock on that date.

3. Successful tenderers may be required at any time during the period of the contract to enter into to supply 20 per cent. in excess or less than the quantity stipulated.

4. The tenderers are advised to thoroughly satisfy themselves as to the work and conditions before tendering.

SCHEDULE.

(1) To clear fell all unmarked trees in a block of Crown forest at Ohiya, pointed out by the Assistant Conservator of Forests.

(2) To cut into firewood every tree so felled therein so as to yield 2,250 cubic yards (more or less).

(3) To transport the said 2,250 cubic yards to the Ohiya Depôt, and to deliver at the depôt at the rate of not less than 200 cubic yards per month. Distance of transport about 1 mile. Final delivery to be made on or before September 20, 1919.

(4) If the contractor uses trolleys for transport of the firewood to the depôt he must pay the charges for the trolleys to the Railway Department.

Note.—Dimensions of firewood: each piece of wood is to be 3 feet in length, and not less than 12 inches nor more than 24 inches in girth. Billets over 24 inches in girth should be split.

(5) To cut all nellu, bamboo, thorns, and undergrowth and to heap the same together with all wood refuse in a manner to be decided by the Assistant Conservator of Forests, Uva Division, Haputale. This work to be completed by September 10, 1919.

(6) To burn off the refuse thus heaped by September 15, 1919. To root out and completely clear of green growth all patches not cleared by firing, and to have the area in a complete state of fitness throughout for planting by September 20, 1919.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, September 3, 1918. Conservator of Forests.

TENDERS are hereby invited for the supply of firewood to the firewood depot, Haputale, during 1918-19. The work is to commence in October, 1918, and to be completed by September 20, 1919. The area 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. The 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 Haputale Depôt Firewood Supply 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, September 24, 1918.

5. The 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 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 in the list of defaulting contractors authorizing him to carry on the work under the contract.

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 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 the contract will be required of the contract when entering into the bond.

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

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

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

13. The first batch of firewood should be delivered at the depôt on or before October 31, 1918.

14. For any further information and for inspection of the draft contract application should be made to the Assistant Conservator of Forests, Uva Division, Haputale.

General Conditions.

The following species are not to be cut for firewood, viz.:—etdemata, lunumidella, rukattana, divikaduru, kaju, walkaduru, imbul, katuimbul, erabadu, dadap, kekuna, amba, or gedumba.

2. No felling operations will be permitted in forests after August 31, 1919, and wood for the anticipated supplies for the following month must be held in stock on that date.

3. Successful tenderers may be required at any time during the period of the contract to enter into to supply 20 per cent. in excess or less than the quantity stipulated.

4. Tenderers are advised to thoroughly satisfy themselves as to the work and conditions before tendering.

SCHEDULE.

(1) To clear fell all trees from a block of Crown forest in the Haputale Proposed Reserve, pointed out by the Assistant Conservator of Forests, Haputale.

(2) To cut into firewood every tree so felled therein so as to yield 2,250 cubic yards (more or less).

(3) To transport the said 2,250 cubic yards of firewood to the Haputale depôt, and to deliver at the depôt at the rate of not less than 200 cubic yards per month. Distance of transport about $\frac{1}{2}$ a mile. Final delivery to be made on or before September 20, 1919.

Note.—Dimensions of firewood: each piece of wood is to be 3 feet in length and not less than 12 inches nor more than 24 inches in girth. Billets over 24 inches in girth should be split.

(4) To cut all nellu, bamboo, thorns, and undergrowth and to heap the same together with all wood refuse in a manner to be decided by the Assistant Conservator of Forests, Uva Division, Haputale. This work to be completed by September 10, 1919.

(5) To burn off the refuse thus heaped by September 15, 1919. To root out and completely clear of green growth all patches not cleared by firing, and to have the area in a complete state of fitness throughout for planting by September 20, 1919.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, September 3, 1918. Conservator of Forests.

SALES OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the following unclaimed and confiscated articles lying in the Police Court of Point Pedro will be sold by public auction at the premises of the said court on Friday, September 13, 1918, at 1 P.M. :—

1 brass betel tray | 3 logs of satinwood
1 wooden thaila box

Police Court, P. VYTHIALINGAM,
Point Pedro, August 31, 1918. Police Magistrate.

NOTICE is hereby given that on September 10, 1918, commencing at 2 o'clock in the afternoon, there will be sold by public auction at the Office of the Superintendent of Police, North-Western Province, Kurunegala, the following firearms belonging to enemy subject Walter Koch, late of Nellaulla estate, Kurunegala.

A. S. ELLATAMBY,
Superintendent of Police.

Nature of Firearms.	License No.	Name of Maker, &c.	Firearms referred to.	
				Any Letter inscribed on the Barrel or Stock.
Rifle	.. Q 2,850..	Joseph Bourne & Nil Sons, Birmingham		
Rifle	.. Q 2,851..	Georges Laloux	.. 380	
Revolver	.. Q 2,849..	Colts Patent F. A. Patented Aug. 5, Manufacturing Com- pany, Hartford Conn., U. S. A.	1884, June 5, 1900, G. P. R. 901/7 1905	
Revolver	.. Q 2,847..	—	.. I. G. double action model 1900	
Revolver	.. Q 2,848..	—	.. E. L. G. C. B. 4	

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended August 31, 1918.

Births.—The total births registered in the city of Colombo in the week were 117 (2 Europeans, 10 Burghers, 68 Sinhalese, 15 Tamils, 17 Moors, and 5 Malays). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1918, viz., 276,665) was 22.1, as against 19.2 in the preceding week, 16.0 in the corresponding week of last year, and 22.1 the weekly average for last year.

Deaths.—The total deaths registered were 91 (1 European, 3 Burghers, 49 Sinhalese, 13 Tamils, 19 Moors, 4 Malays, and 2 Others). The death-rate per 1,000 per annum was 17.2, as against 19.4 in the previous week, 24.1 in the corresponding week of last year, and 23.7 the weekly average for last year.

Infantile Deaths.—Of the 91 total deaths, 28 were of infants under one year of age, as against 24 in the preceding week, 24 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 3.

Principal Causes of Death.—Thirteen deaths from *Phthisis* were registered, 5 in Maradana (including 3 deaths of non-residents in hospitals), 3 in Kotahena, 3 in Kollupitiya, 1 in San Sebastian, and 1 in New Bazaar, as against 13 in the previous week and 13 the weekly average for last year.

2. Nine deaths from *Pneumonia* were registered, 3 in Kotahena, 2 in New Bazaar, 1 in St. Paul's, 1 in Slave Island, 1 in Kollupitiya, and 1 in Wellawatta, as against 9 in the previous week and 13 the weekly average for last year. Two deaths from *Bronchitis* were registered.

3. Three deaths from *Enteric Fever* were registered, 1 in Kotahena, 1 in Maradana (of a non-resident in hospital), and 1 in Slave Island, as against 8 in the previous week and 3 the weekly average for last year.

4. No deaths from *Plague* were registered. One was registered in the previous week.

5. Twelve deaths from *Debility* were registered, 7 from *Infantile Convulsions*, 5 from *Enteritis*, 3 from *Worms*, 2 from *Diarrhoea*, 1 from *Dysentery*, and 34 from *Other Causes*.

6. Three cases of *Chickenpox* were reported during the week, as against 6 during the preceding week.

State of the Weather.—The mean temperature of air was 80.9°, against 81.5° in the preceding week and 81.6° in the corresponding week of the previous year. The mean atmospheric pressure was 29.907 in., against 29.895 in. in the preceding week and 29.903 in. in the corresponding week of the previous year. The total rainfall in the week was 0.37 in., against 0.65 in. in the preceding week and 0.39 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, September 3, 1918.

FRED. L. ANTHONISZ,
for Registrar-General

MISCELLANEOUS DEPARTMENTAL NOTICES.

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 Tuesday, September 24, 1918, at 1 P.M. Goods must be cleared on or before September 27, 1918 :—

Date.	S. R. No.	Name.	Vessel.	Number and Description of Packages.
1918.				
April 10	.. 1908	.. Mr. F. Goldbreg	.. ss. Porthos	.. 1 bundle chairs
May 2	.. 2479	.. Mr. C. Alwis	.. ss. Matra	.. 1 parcel cigars
May 13	.. 2611	.. Mr. J. W. Watt	.. ss. Nalore	.. do.
May 22	.. 2708	.. Mr. Bunnet	.. ss. Train	.. 1 perambulator
May 27	.. 2803	.. Mr. F. E. Nicoll, care of Hong Kong Bank	.. ss. Shozinke Maru	.. 1 revolver
May 29	.. 2874	.. Customs	.. Train	.. 1 case containing revolvers

H. M. Customs,
Colombo, September 3, 1918.

R. N. TRAINE,
for Principal Collector.

Importations of Rice into the Ports of Ceylon during the Week ended August 31, 1918.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Adrampatam	2,284
Do.	Ammapatam	256
Do.	Calcutta	9,480
Do.	Kottapatam	467
Do.	Kerikal	2,979
Do.	Rangoon	40,805
Do.	Tondi	128
Do.	Tuticorin	3,347
Do.	Dhanuskodi	25,801
Jaffna	Topputhurai	287
Mannar	Adirampatam	360
Kayts	Porto Novo	1,048
Do.	Negapatam	801

4,039 bags of rice have been shipped from the Port of Colombo during the week ended August 31, 1918.

H. M. Customs, R. N. THAINE,
Colombo, September 3, 1918. for Principal Collector.

Closure of Area for Applications Surveys in North-Western Province.

NOTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land will in future be undertaken in the North-Western Province in rotation according to areas.

2. The province is divided into—

- Area No. 1, which includes Kurunegala District.
- Area No. 2, which includes Chilaw District.
- Area No. 3, which includes Puttalam District.

3. Area No. 3 will be closed on October 1, 1918, and no applications within this area will be forwarded to the Surveyor-General for survey after that date. This, however, will not preclude applicants from submitting to me for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 1, followed in due course by area No. 2. Applications for the purchase or lease of Crown land in the former area should be forwarded to the Government Agent, North-Western Province, Kurunegala, and in the latter to me as early as possible.

5. The date of closure of No. 1 area will be shortly published, and will represent the date of completion of all work in area No. 3.

Puttalam Kachcheri, W. E. WAIT,
October 2, 1918. Assistant Government Agent.

Ferries, Kalmunai District.

THE Thilliaar ferry on the 41st mile of the Akkaraipattu-Sagamam road and the Arugain ferry on the 67th mile of the Batticaloa South Coast road will be closed to traffic from September 5 to 20, 1918 (both days inclusive), to admit of repairs being carried out to the ferry boats.

Public Works Office, A. E. CALDICOTT,
Colombo, August 30, 1918. for Director of Public Works.

Withdrawal of Butcher's License.

I JOHN GEORGE FRASER, Government Agent, Western Province, in terms of section 7 of Ordinance No. 9 of 1893, do hereby withdraw the butcher's license dated December 29, 1917, issued to Neina Marikar Muhamadu to sell beef and mutton in the public market at Avisaawella.

Colombo Kachcheri, J. G. FRASER,
August 27, 1918. Government Agent.

Destruction of a Rogue Elephant.

NOTICE is hereby given that I am prepared to issue licenses, free of stamp duty, under section 9, subsection (1) (b), of the Game Protection Ordinance, No. 1 of 1909, for the destruction of a rogue elephant, solitary, male, length of foot 9 inches, circumference of the foot is 2½ feet, very tall, white spots at the root of the trunk, tail very long, during daytime frequenting the places where there is water, roaming round about the village called Dambe-watana, in Unduruwa korale of Kalagam palata of the North-Central Province.

Anuradhapura Kachcheri, E. C. DIAS,
August 27, 1918. for Government Agent.

Destruction of a Rogue Elephant.

NOTICE is hereby given that I am prepared to issue licenses, free of stamp duty, under section 9, subsection (1) (b) of the Game Protection Ordinance, No. 1 of 1909, for the destruction of a rogue elephant destroying crops and harassing people at Mahamankadawala, in Nuwaragam korale of Nuwaragam palata, in the North Central Province.

Persons desirous of shooting it are cautioned against firing at any other elephant.

Anuradhapura Kachcheri, E. C. DIAS,
September 2, 1918. for Government Agent.

IN pursuance of the provisions of section 12 of the Ordinance No. 19 of 1907, intituled "An Ordinance to consolidate and amend the Laws relating to the Registration of Marriages, other than the Marriages of Kandyans or of Muhammadans," I, William Loring Kindersley, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein:—

No.	Date of Registration.	Description.	Situation.	Minister or Proprietor or Trustee.	Religious Denomination on whose behalf the Building is registered.
333	August 28, 1918	School Hall	Alutgama West, Kalutara totamune, Kalutara	Rev. W. J. Noble, Minister	Wesleyan Methodist

Registrar-General's Office,
Colombo, August 28, 1918.

W. L. KINDERSLEY,
Registrar-General.

IN pursuance of the provisions of section 14 of the Ordinance No. 19 of 1907, intituled "An Ordinance to consolidate and amend the Laws relating to the Registration of Marriages, other than the Marriages of Kandyans or of Muhammadans," I, William Loring Kindersley, Registrar-General of Ceylon, do hereby notify that the under-mentioned building has ceased to be used for public Christian worship of the congregation on whose behalf it was registered:—

No.	Date of Registration.	Description.	Situation.	Minister or Proprietor or Trustee.	Religious Denomination on whose behalf the Building is registered.
315	April 6, 1916	House	No. 100, 1st Division, Maradana, Colombo Municipality, Colombo	Rev. T. M. Rajendram, Minister	Church of Sweden Mission or Evangelical Lutheran Mission

Registrar-General's Office,
Colombo, August 29, 1918.

W. L. KINDERSLEY,
Registrar-General.

Order of Merit.	Index No.	Name.	School.	Order of Merit.	Index No.	Name.	School.
34	837	Nanayakkara, K. D. E.	Bollegala	86	1072	James Banda, W. M.	Kendangamuwa
36	892	Dias, N. S. S.	Horampella	87	969	Tikiri Banda, D. M.	Muraddeniya
36	839	Perera, H. C.	Malwana	88	1081	Amarasinghe, D. J.	Galagama
37	902	Yasohamy	Udugampola	89	982	Jayasena, G. A.	Embarelawa
38	868	Prelis, K. P. A.	Kuligedara	90	926	Amarasingha, R. P.	Uniyawa
39	842	Perera, R.	Mabima	90	1037	Rajapaksa, P. D. A.	Kahatuduwa
40	850	Ellisahamy, H. K.	Gunnepana	92	1005	Mudiyanse, D.	Kehelwatta
41	861	Wijesundara, S.	Udugahawalpola	93	1026	Ratnayaka, W. D. B.	Yatawatta
42	872	Ransohamy, H. P. M.	Pannala	94	924	Seneviratne, N. M.	Madagalla
43	897	Pannala, D. J.	Buthpitiya	94	962	Piyadasa, M.	Uduwa
	854	Bemonona	Pepiliyawala	96	1106	James, H. D.	Kinigama
44	858	Senanayaka, C.	Hangawatta		1007	Tikiri Appu	Kehelwatta
	877	Perera, M. E.	Jambureliya	97	1045	Banda, G. M.	Doragamuwa
47	830	Sirimana, C.	Haluwa		1080	Tediya Appuhamy	Atabage
	811	Perera, G.	Kirimetiya		980	Diyonis, V.	Ellakkala
48	804	Jayatilaka, D. N. C.	Udugampola	100	1101	Fernando, K. A.	Udugampola
50	829	Sirimana, A.	Induruwa		1108	Kiri Mudiyanse, W. M.	Wadakkala
51	911	Soinona, K.	Wewita-Galtude		966	Samaratunga, H. A.	Udispattuwa
52	832	Siriwardana, J.	Warapitiya	103	993	Willam, H. P.	Mitirigalla
53	908	Madeira, D. N.	Wadduwa	105	981	James, K.	Werahera
54	865	Perera, C.	Kuligedara		1022	Senanayaka, J.	Walapitiya
55	860	Wickramaschchi, M.	Udugahawalpola		920	Mudiyanse, K. K.	Balalla
56	818	Janenona, M. D.	Tudugala	107	954	Themis Sinno, R.	Udupilla
57	905	Allapperuma, D. M.	Kevitigala		1051	Ekanayaka, P. B.	Urugala
	823	Missionona, B.	Kahawe	110	935	Manan Sinno, G.	Hikkaduwa
58	970	Ranasinghe, D. P.	Mirigama	111	1113	Perera, H.	Hunumulla
60	835	Esilin, K. D.	Mabima		957	Bokalewala, P. B.	Galagedara
61	876	Amarasekara, W. L.	Pittipana		1012	Kulasekara, N. T.	Kumbaloluwa
62	844	Anulawate, G. E.	Hedeniya	112	1039	Wijesekara, G. D. A.	Padukka
63	865	Patrenneshe, M. H.	Dangalla		1109	Marthianu, P. D.	Batagama
64	893	Dissanayaka, D. C.	Buthpitiya	116	1014	Marthelis, B. D.	Kumbaloluwa
65	867	Podihamine, W. A.	Poramadala		1017	Perera, B. C.	Mirigama
				118	991	Wickramasinghe, D. S.	Amunugoda
				119	915	Banda, W. P.	Awiegama
				121	1087	Sribaddana, W.	Rupaha
				122	953	Mathes, K. V. D.	Belligala
					973	Simon, W. D.	Nawagamuwa
					1021	Rajapaksa, D. A.	Beralapanatara
					1038	Senanayaka, B. S.	Walapitiya
					1085	Simon, D. M. D.	Kahatuduwa
					944	Wijesinghe, L. B.	Mahagama
					1093	Alwis, K. D.	Pattiwila
					1004	Savundiris, H. K.	Ranna
					1035	Karunatilaka, H. D.	Hettimulla
					912	Perera, P. E.	Gehenuwala
					959	Ausadhamy, H. R.	Girilla
					984	Karunayaka, M. A.	Minigamuwa
					945	Lewis	Udatuttipitiya
					960	Dharmasena, P. J.	Palugama
					1019	Madugalla, L. B. W.	Puapitiya
					1034	Ranatunga, P.	Pasyala
					1136	Perera, M. A.	Padukka
					967	Kulatunga, E.	Gonaduwa
					1143	Somadasa, P. B.	Minigomuwa
					1067	Perera, J.	Wewita
					1043	Danthammy, G. M.	Iddamaligoda
					940	Appusinna.	Naranpanawa
					986	Sirinoris, G.	Elakke
					985	Podisinghe, K.	Urapola
					1089	Mendries Sinno, K.	Udugahawalpola
					1125	Ovis Appu, M.	Rotumba
					1033	Silva, H.	Heenatiya
					1062	Gumasekara, H. D. J.	Jambureliya
					1140	Ukku Banda, M. G.	Marassana
					1134	Peiris, M. S.	Alutgama
					964	Inis Sinno, M. D.	Kalupahana
					1132	Ran Banda, K. M.	Puapitiya
					1030	Atukorala, D. N. S.	Bellapitiya
					1124	Dias, J.	Kahatuduwa
					925	Silva, E. J.	Aluthepola
					1015	Tennakoon, N. M.	Nikaweratiya
					965	Meedeniya, E. S.	Helamada
					989	Ran Banda, T. G.	Udispattuwa
					1099	Subaneri, K.	Ellakkala
					1100	De Saran, S. R.	Galahitiya
					1149	Ekanayaka, G.	Nedagamuwa
					938	Simona, I. D.	Alubomulla
					921	Salamon, W. G. D.	Bellana
					997	Mudiyanse, M. D.	Ralalla
					1008	Balahamy, K.	Manikkawa
					1031	Tikiri Banda	Ganetema
					841/1917	Dingiri Mahatmaya, D. M.	Kalawana
						Dingiri Banda, D. M.	Naula

Third Year—Males.

Third Year—Females.

Order of Merit.	Index No.	Name.	School.
35	1152	Amarasekara, E.	Dedduwa
36	1156	Elohamy, H. D.	Gonagala
	1174	Kotalawala, C. C.	Biyagama
38	1197	Podinamne	Ellakkala
	1217	Enmie Nona, L. J.	Gunnepana
40	1197	Sinchohamy, A. M.	Kirindiwala
41	1164	Podinoma, M. A.	Induruwa
42	1153	Cecilianona, B.	Gonagala
	1226	Jayakody, C. S.	Udugampola
44	1269	Wickramasinghe, L. M.	Ellawala
45	1134	Somawatile, G. P.	Hodeniya
46	1207	Agidahanay	Diyagama
	1171	Baba Nona, B. D.	Ambatale
47	1214	Lucy Nona, D. M.	Kosgama
	1204	Sepo Nona, N. K.	Kimbulgoda
49	1234	Robert, K. D.	Kendaliyaddapaluwa
	1157	Gunawardana, R.	Hikkaduwa
51	1245	De Silva, F.	Waskaduwa
52	1216	Sopi Nona, F. A. D.	Jambureliya
53	1260	Perera, G. R.	Wewita-Galtude
54	1247	Dewakumarachchi, D. C. M.	Mahabellana
55	1244	De Costa, M. S.	Deltara
56	1286	Sethohamy, M. D.	Angurawatota
57	1213	Karunawatee, N.	Handapangoda
58	1175	Marthinahamy	Mabima

Education Office,
Colombo, August 27, 1918.

E. EVANS,
for Director of Education.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 17, 1918, published in the *Government Gazette* No. 6,958 of July 26, 1918, the premises bearing assessment No. 30, situated at St. Mary's lane, Mattakkuliya, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 26, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 28, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 17, 1918, published in the *Government Gazette* No. 6,958 of July 26, 1918, the premises bearing assessment No. 25A, situated at Church road, Mattakkuliya, Colombo, were proclaimed an infected 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 diseases, and to be no longer an infected area.

This declaration shall take effect from August 26, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 28, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 17, 1918, published in the *Government Gazette* No. 6,958 of July 26, 1918, the premises bearing assessment No. 50, situated at Church road, Mattakkuliya, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 26, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 28, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 27, 1918, published in the *Government Gazette* No. 6,959 of August 2, 1918, the premises bearing assessment No. 67, situated at Tanque Salgado, Mutwal, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 26, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 28, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 23, 1918, published in the *Government Gazette* No. 6,958 of July 26, 1918, the premises known as the Uplands, Mutwal, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 26, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 28, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 18, 1918, published in the *Government Gazette* No. 6,958 of July 26, 1918, the premises bearing assessment No. 5, situated at Skinner's road north, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 26, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 28, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 23, 1918, published in the *Government Gazette* No. 6,958 of July 26, 1918, the premises bearing assessment No. 66, situated at Tanque Salgado, Mutwal, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 26, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 28, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated August 6, 1918, published in the *Government Gazette* No. 6,960 of August 9, 1918, the premises bearing assessment No. 95, situated at Madampitiya road, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 26, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 28, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 24, 1918, published in the *Government Gazette* No. 6,959 of August 2, 1918, the premises bearing assessment No. 203, situated at Daniel's road, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 26, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 28, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 11, 1918, published in the *Government Gazette* No. 6,957 of July 19, 1918, the premises bearing assessment No. 60, situated at St. Mary's road, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 27, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 29, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 11, 1918, published in the *Government Gazette* No. 6,957 of July 19, 1918, the premises bearing assessment No. 27, situated at Central road, Mattakkuliya, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 27, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 29, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 11, 1918, published in the *Government Gazette* No. 6,957 of July 19, 1918, the premises bearing assessment No. 60, situated at Ferguson's road, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 27, 1918.

The Municipal Office, CHAS. W. PATE,
Colombo, August 29, 1918. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated August 15, 1918, published in the *Government Gazette* No. 6,962 of August 23, 1918, the premises known as Wanatimulla, situated at Baseline road, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 30, 1918.

CHAS. W. PATE,

The Municipal Office. Municipal Veterinary Surgeon.
Colombo, September 2, 1918.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated August 13, 1918, published in the *Government Gazette* No. 6,961 of August 16, 1918, the premises bearing assessment No. 1, situated at Baseline road, Colombo, were proclaimed an infected 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 infected area.

This declaration shall take effect from August 30, 1918.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.
Colombo, September 2, 1918.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Porokaragama, in Udugoda Pallesiya pattu of Matala North, in the District of Matala, Central Province: I do hereby declare, in terms of sub-sections (1) and (2) of

section 5 of Ordinance No. 25 of 1909, that the said area, the boundaries of which are specified below, is an infected area.

This declaration shall take effect from the date hereof.

E. T. MILLINGTON,
The Kachcheri, Assistant Government Agent.
Matala, August 30, 1918.

Boundaries referred to.

East: Melligeyayehinna.
South: Alutgama village limit.
North: Kirioruwe-oya.
West: Welikande-etpara.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Puwakattawala, in Udugoda Pallesiya pattu of Matala North, in the District of Matala, Central Province: I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said area, the boundaries of which are specified below, is an infected area.

This declaration shall take effect from the date hereof.

E. T. MILLINGTON,
The Kachcheri, Assistant Government Agent.
Matala, August 30, 1918.

Boundaries referred to.

East: Goluweamuna.
South: The village limit of Mailpitiya.
North: The village limit of Porokaragama.
West: The village limit of Alutgama

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Elamalpota, in Udugoda Pallesiya pattu of Matala North, in the District of Matala, Central Province: I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said area, the boundaries of which are specified below, is an infected area.

This declaration shall take effect from the date hereof.

E. T. MILLINGTON,
The Kachcheri, Assistant Government Agent.
Matala, August 30, 1918.

Boundaries referred to.

East: The village limit of Oligama.
South: The village limit of Miriskuttawala and of Hevanewela.
North: The village limits of Medabedda and Yatiwehara.
West: Migahacumbura and Galakumburewelyaya.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Hewanewela, in Udugoda Pallesiya pattu of Matala North, in the District of Matala, Central Province: I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said area, the boundaries of which are specified below, is an infected area.

This declaration shall take effect from the date hereof.

E. T. MILLINGTON,
The Kachcheri, Assistant Government Agent.
Matala, August 31, 1918.

Boundaries referred to.

East: Oligama Gammaima.
South: Madipolawela.
North: Asweddumwela.
West: Miriskuttawa.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Medabedda, in Udugoda Pallesiya pattu of Matale North, in the District of Matale, Central Province: I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said area, the boundaries of which are specified below, is an infected area.

This declaration shall take effect from the date hereof.

The Kacheheri, E. T. MILLINGTON,
Matale, August 31, 1918. Assistant Government Agent.

Boundaries referred to.

East: Wahacotte Gammaima and Karakekumbura.
South: Hambawela.
West: Dembawa Gammaima.
North: Bambakandemukalana.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Dembawa, in Udugoda Pallesiya pattu of Matale North, in the District of Matale, Central Province: I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said area, the boundaries of which are specified below, is an infected area.

This declaration shall take effect from the date hereof.

The Kacheheri, E. T. MILLINGTON,
Matale, August 31, 1918. Assistant Government Agent.

Boundaries referred to.

East: Nugahapola village limit.
South: Wegodapola Gammima.
North: Paduange Gammaima.
West: Hatadukkuwemukalana.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the division of Kudagalboda korale, in Weudawili hatpattu, in the District of Kurunegala, North-Western

Province: I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the said division, the boundaries of which are specified below, is an infected area:—

Boundaries referred to.

East by Yakdessagala.
West by Bu-ela and Maguru-oya.
North by Gonagama public road.
South by boundary of Kurunegala rown.

Kurunegala Kacheheri, R. B. NAISH,
August 27, 1918. for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the Lenewehera estate of Ihawalawisideke east korale in Hiriyala hatpattu, in the District of Kurunegala, North-Western Province, I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the said area the boundaries of which are specified below, is an infected area:—

Boundaries referred to.

East by Nuwarayaya estate.
West by Deduru-oya.
North by Matale road.
South by Telambugalle Gammaima.

Kurunegala Kacheheri, R. B. NAISH,
August 29, 1918. for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village Tirappane, in Nachcha tulana of Ulagalla korale, in Hurulu palata of the North-Central Province: I, Herbert Rayner Freeman, Government Agent, North-Central Province, do hereby declare, under section 5 (1) of Ordinance No. 25 of 1909, that the said village is an infected area.

The Kacheheri, L. L. HUNTER,
Anuradhapura, August 30, 1918. for Government Agent.

Ceylon Government Railway.—Comparative Statement of Traffic for the Month ended June 30, 1918.

Particulars of Goods conveyed.	Month ended	Month ended	Increase in	Decrease in	Nett Increase or Decrease	
	June 30, 1917.	June 30, 1918.			from October 1, 1917, to June 30, 1918.	
	Tons.	Tons.	Tons.	Tons.	Increase in 1917-1918.	Decrease in 1917-1918.
Kerosine oil...	345	396	51	—	—	1,094
Rubber ..	2,295	1,954	—	341	325	—
Rice ..	15,425	10,942	—	4,483	—	31,415
Tea ..	10,777	10,044	—	733	—	9,725
Cacao ..	108	72	—	36	—	1,226
Coconut produce ..	5,079	5,830	751	—	12,456	—
Fruit and vegetable ..	1,966	1,503	—	463	867	—
Tea and rubber packing ..	1,401	1,104	—	297	—	7,092
Plumbago ..	1,957	888	—	1,069	—	8,316
Bulk petroleum ..	551	618	67	—	1,355	—
Liquid fuel ..	1,309	1,126	—	183	—	311
Manure ..	5,363	4,685	—	678	—	8,961
Other goods ..	25,134	24,010	—	1,124	—	10,048
Railway material (open line)	11,055	5,943	—	5,112	—	50,365
Railway material (extensions)	1,900	501	—	1,399	—	6,700
Breakwater material ..	1,496	310	—	1,186	—	3,717
Foreign traffic ..	11,297	10,317	—	980	16,587	—
Total ..	97,458	80,243	869	18,084	32,590	133,970

Colombo, August 27, 1918.

G. P. GREENE,
General Manager.

SALES OF TOLL AND OTHER RENTS.

NOTICE is hereby given that sealed tenders will be received for the purchase of the following Arrack Rents of the North-Western Province:—

- (1) Chilaw;
- (2) Puttalam;

from October 1, 1918, to September 30, 1919.

2. The tenders, which must be in sealed envelopes superscribed "Tender for Arrack Rent," will be received at the Council Chamber until 12 noon on Friday, September 20, 1918, when the tenders will be opened by the Board. All persons making tenders will be required to be present either in person or by some duly accredited agents. The rents will be re-sold on the date fixed, if the renters do not in the meantime complete security.

3. The person whose tender is selected will be required to deposit at once one month's rent as tendered by him in cash, and should the tender be accepted by His Excellency the Governor, to furnish approved security in landed

property for one-half of the whole purchase amount, or one-third of the whole purchase amount in cash, within fifteen days of the date of receipt by him of the notification of the Governor's acceptance of his offer.

4. If deeds are tendered as security, the one-twelfth cash security will be retained till the rent is closed.

The person whose tender is selected will also be required to deposit money to pay the fees charged by the Crown Proctor for examining documents and drawing the security bond, and also the expenses of appraising the properties, and of registering the security bond.

5. All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

6. Further particulars as to the conditions can be obtained on application to the Puttalam Kachcheri.

Kurunegala Kachcheri,
August 30, 1918.

BERTRAM HILL,
Government Agent,

ROAD COMMITTEE NOTICES.

District Road Committee, Galle.

NOTICE is hereby given that the Chairman of the District Road Committee of Galle will receive sealed tenders for the purchase of the ferry toll at Dodangoda, in the Galle District, from January 1 to December 31, 1919.

2. The tenders, which must be in sealed envelopes, superscribed "Tender for Dodangoda Toll Rent," will be received at the Galle Kachcheri until 2 P.M. on Saturday, September 28, 1918, when they will be opened, and all persons making tender will be required to be present, or to satisfy the Chairman by some duly accredited agents that the tender is *bona fide*. The Chairman reserves to himself the right of rejecting any or all tenders, and of selling the rent by public auction on the same day if no satisfactory tender is received.

3. The person whose tender is selected by the Chairman for submission to the Governor will be required to deposit at once one-tenth of the purchase amount in cash; and should the tender be accepted by His Excellency the Governor, for furnished approved security for one-half of the whole purchase amount, or in cash for one-third of the whole purchase amount, within thirty days of the date of receipt by him of the notification of the Governor's acceptance of his offer.

4. If security be given in cash, the amount deposited on the day of the sale shall be allowed to count as part of the four months' rent which the purchaser has to deposit as security. If, however, security be given in land, the cash deposit shall be retained as security additional to the landed property mortgaged with the Chairman, and shall be hypothecated with it.

5. He will further be required to deposit money to pay the fees of the Crown Counsel for examining and giving his opinion on the title deeds of the properties tendered by him as security, and for examining and settling the security bond, and the expenses of appraising the properties and of registering the security bond.

6. He will be further required to exhibit a red light on both sides of the toll bar visible at a distance of 100 yards.

7. All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security. Further information can be obtained on application to the Chairman.

District Road Committee's Office,
Galle, September 2, 1918.

R. B. HELLINGS,
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, each 12 feet by 10 feet, of cooly lines, near 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, have assessed the proportion due by each estate in the district interested to make up the private contributions, as follows:—

RATNAPURA-MALWALA FERRY BRANCH ROAD.

Revised Estimate No. 135 of June 15, 1918.

Government moiety			Rs. 500' 00
Private contributions			Rs. 517' 50
Proprietors or Agents. Estates. Acreage. Assessment.			
The Mahawala Tea Estates Co., Ltd.	.. Mahawala	.. 1,551	.. 75 66
Saffragam Tea & Rubber Co., Ltd.	.. Carney	.. 530	.. 25 85
Lansdowne Rubber Co., Ltd., Carson & Co., Agents	.. Lansdowne	.. 721	.. 35 17
N. D. S. Silva, Winyatts', Gregory's road, Colombo	.. Silvaland	.. 506	.. 24 68
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens	.. Agarsland	.. 469	.. 22 87
The Consolidated Tea & Lands Co., Ltd.	.. Galboda	.. 742	.. 36 19
Do.	.. Hapugastenna Group	.. 3,393	.. 165 55
Do.	.. Alupolla	.. 2,496	.. 121 78
M. G. Gomesz	.. Dikmukalana	200	.. 9 75
Total			.. 517 50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before September 24, 1918.

Provincial Road Committee's Office,
Ratnapura, August 23, 1918.

B. CONSTANTINE,
Chairman.

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

Notice regarding Closing of Foreign Liquor Tavern.

NOTICE is hereby given that it is proposed to close the foreign liquor tavern specified in the schedule below from October 1, 1918.

2. I shall be prepared to receive any written representation up to October 18, 1918, on which date at the Anuradhapura Kachcheri, between the hours of 10 A.M. and 3 P.M., I shall also be prepared to receive any verbal

representation that may be made to me regarding the closing of such tavern.

Anuradhapura Kachcheri,
September 2, 1918.

H. R. FREEMAN,
Government Agent.

Schedule.

Foreign liquor tavern at Anuradhapura.

Election of Unofficial Members of Advisory Committees.

Nuwara Eliya Revenue District and Board of Improvement Areas.

THE Assistant Government Agent, Nuwara Eliya District, hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, the following gentlemen have been duly elected as Unofficial Members of the Advisory Committee for the period beginning from October 1, 1918, and ending on September 30, 1921:—

Mr. S. R. Sathaseevan, Nuwara Eliya Revenue District Area.

Mr. C. F. Jayetileke, Nuwara Eliya Board of Improvement Area.

M. M. WEDDERBURN,

The Kachcheri, Assistant Government Agent.
Nuwara Eliya, September 2, 1918.

Matale Local Board Area.

THE Assistant Government Agent, Matale District, hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. S. M. P. Wijayatilake has been duly elected an Unofficial Member of the Advisory Committee of the Matale Local Board Area for the period beginning from October 1, 1918, and ending on September 30, 1921.

The Kachcheri, E. T. MILLINGTON,
Matale, August 28, 1918. Assistant Government Agent.

Matale Revenue District Area.

THE Assistant Government Agent, Matale District, hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. T. B. Aluwihare has been duly elected an Unofficial Member of the Advisory Committee of the Matale Revenue District Area for the period beginning from October 1, 1918, and ending on September 30, 1921.

The Kachcheri, E. T. MILLINGTON,
Matale, August 29, 1918. Assistant Government Agent.

Galle Revenue District Area.

THE Government Agent, Southern Province, hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. S. G. de Zoysa, Notary Public of Metiyagoda, in Galle District, has been duly elected an Unofficial Member of the Advisory Committee of the Galle Revenue District, outside the Municipal Area, for the period beginning from October 1, 1918, and ending on September 30, 1921.

Galle Kachcheri, R. B. HELLINGS,
August 31, 1918. Government Agent.

Matara Local Board Area.

THE Assistant Government Agent of the Matara District hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. Wilmot Balasuriya of Matara has been duly elected an Unofficial Member of the Advisory Committee of the Matara Local Board Area for the period beginning from October 1, 1918, and ending on September 30, 1921.

The Kachcheri, T. REID,
Matara, August 30, 1918. Assistant Government Agent.

Hambantota Area.

THE Assistant Government Agent, Hambantota District, hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. B. S. Doole has been duly elected an Unofficial Member of the Advisory Committee of the Hambantota Area for the period beginning from October 1, 1918, and ending on September 30, 1921.

W. L. MURPHY,
The Kachcheri, Assistant Government Agent.
Hambantota, August 31, 1918.

Jaffna Local Board Area.

THE Government Agent, Northern Province, hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. C. N. Deva-Rajan has been duly elected an Unofficial Member of the Advisory Committee of the Jaffna Local Board Area for the period beginning from October 1, 1918, and ending on September 30, 1921.

The Kachcheri, B. HORSBURGH,
Jaffna, August 30, 1918. Government Agent.

Chilaw Local Board Area.

THE Assistant Government Agent, Puttalam and Chilaw Districts, hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. F. Thambayaiah, Proctor, has been duly elected an Unofficial Member of the Advisory Committee of the Chilaw Local Board Area for the period beginning from October 1, 1918, and ending on September 30, 1921.

Puttalam Kachcheri, W. E. WAIT,
August 31, 1918. Assistant Government Agent.

Badulla Local Board Area.

THE Government Agent of the Province of Uva hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. T. S. Selviah has been duly elected an Unofficial Member of the Advisory Committee of the Badulla Local Board Area for the period beginning from October 1, 1918, and ending on September 30, 1921.

The Kachcheri, F. MARSHALL,
Badulla, August 29, 1918. for Government Agent.

Badulla Revenue District Area.

THE Government Agent of the Province of Uva hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. H. J. Pinto has been duly elected an Unofficial Member of the Advisory Committee of the Badulla Revenue District Area for the period beginning from October 1, 1918, and ending on September 30, 1921.

The Kachcheri, F. MARSHALL,
Badulla, August 30, 1918. for Government Agent.

Kegalla Local Board Area.

THE Assistant Government Agent, Kegalla District, hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. Walter Osmond Herat has been duly elected an Unofficial Member of the Advisory

Committee of the Kegalla Local Board Area for the period beginning on October 1, 1918, and ending September 30, 1921.

The Kachcheri, G. F. R. BROWNING,
Kegalla, August 31, 1918. Assistant Government Agent.

Kegalla Revenue District Area.

THE Assistant Government Agent, Kegalla District, hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. E. A. P. Wijeratna has been duly elected an Unofficial Member of the Advisory Committee of the Kegalla Revenue District Area for the

period beginning on October 1, 1918, and ending on September 30, 1921.

The Kachcheri, G. F. R. BROWNING,
Kegalla, August 31, 1918. Assistant Government Agent.

Hatton-Dikoya Local Board Area.

THE Government Agent, Central Province, hereby notifies that, in accordance with rule 3 (xi.) of the rules laid down in Chapter IV. of Excise Notification No. 79 of July 26, 1918, Mr. Don Simon Charles Umagiliya has been duly elected an Unofficial Member of the Advisory Committee of the Hatton-Dikoya Local Board Area for the period beginning from October 1, 1918, and ending on September 30, 1921.

The Kachcheri, C. S. VAUGHAN,
Kandy, August 29, 1918. Government Agent.

LOCAL BOARD NOTICES.

Notice of Sale, Local Board, Nawalapitiya.

NOTICE is hereby given that the houses, &c. at Nawalapitiya, mentioned in the annexed schedule, having been seized for default in payment of Local Board, Water, and Police rates, for 4th quarter, 1917, will be sold by public auction on September 21, 1918, on the spot, at 8 A.M., in conformity with the Local Board Ordinance, No. 19 of 1915, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale, are duly paid.

Further particulars can be obtained from the Local Board Office, Nawalapitiya.

Kandy Kachcheri
September 3, 1918.

W. J. L. ROGERSON,
for Government Agent.

Schedule referred to.

Kotmale road, Nos. 20, 31, 33, 34, 40, 41, 45, 46, 49, 51, 52, 90, 124, 127, 128, 134, 136, 137, 139, 140, 143, 144, 145, 147, 148, 152, 153, 156, 163, and 164; Ambagamuwa road, Nos. 14, 15, 16, 18, 37, 39, 74, 75, 76, 79, 82, 83, 97, 97A, 112, 113, 116, 122, 127, 128, and 129; Dolosbage road, Nos. 7, 9,

10, 11, 15, 16, 17, 35, 40, 68, 94, 112, 113, 116, and 117, Hill road, Nos. 13, 16, 34, 35, 40, and 41; Bailey road; Nos. 1, 2, and 20; Penitudumulla road, Nos. 3, 4, 24, 25, 27, 29, 31, 36, 39, 42, 44, and 50.

TRADE MARKS NOTICES.

Application No. 1,392.

In compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Mr. P. F. Karanjia, of Colombo, has applied for the registration of the following Trade Mark in the name of Mr. P. N. Kapadia, No. 112, 4th Cross street, Pettah, Colombo, General Merchant, who claim to be the proprietors thereof, in respect of common soap in Class 47 in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the distinctive device and the word "Unicorn," and the applicant disclaims any right to the exclusive use of the added matter.

Registrar-General's Office, W. L. KINDERSLEY,
Colombo, August 27, 1918. Registrar-General.

Application No. 1,393.

In compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Mr. P. F. Karanjia, of Colombo, has applied for the registration of the following Trade Mark in the name of Mr. P. N. Kapadia, No. 112, 4th Cross street, Pettah, Colombo, General Merchant, who claim to be the proprietors thereof, in respect of common Soap in Class 47

in the Classification of Goods in the above-mentioned Regulations:—



The essential particulars of the Trade Mark are the distinctive device and the word "Light House," and the applicant disclaims any right to the exclusive use of the added matter.

Registrar-General's Office, W. L. KINDERSLEY,
Colombo, August 27, 1918. Registrar-General.

Application No. 1,394.

In compliance with the provisions of "The Trade Marks Ordinances, 1888 to 1904," as amended by the Ordinances Nos. 9 of 1906 and 15 of 1908, and the Regulations made on June 1, 1906, notice is hereby given that Messrs. H. V. Williams & Co., of Colombo, have applied for the registration of the following Trade Mark in the name of Messrs. H. Underwood & Co., Limited, 30 and 32, Brandon street, Leicester, England, Manufacturers, who claim to be the proprietors thereof, in respect of stockings and socks in Class 38 in the Classification of Goods in the above-mentioned Regulations:—



Registrar-General's Office, W. L. KINDERSLEY,
Colombo, August 27, 1918. Registrar-General.

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,

The Municipal Office, Municipal Council.
Colombo, August 28, 1918.

SCHEDULE.

Date of Sale : Saturday, September 28, 1918.

Layard's Broadway.

Premises No.	Quarter and Year.	Time of Sale.
		A.M.
322.21	..3rd and 4th quarters, 1917	.. 7
343.38	.. Do.	.. 7. 5
360.43/43A	.. Do.	.. 7.10
361.1 & 2	.. Do.	.. 7.15
362.3.6/6A	.. Do.	.. 7.20
363.7-9	.. Do.	.. 7.25
366.48	.. Do.	.. 7.30
369B.50E	.. Do.	.. 7.35
372.60/60A	.. Do.	.. 7.40
377.65	.. Do.	.. 7.45
380.68	.. Do.	.. 7.50
626.2/2A	.. Do.	.. 7.55
627.2C	.. Do.	.. 8
628.3	.. Do.	.. 8. 5
345/353.39/39B	3rd quarter, 1915, to 4th quarter, 1917	8.10
378.66	..1st to 4th quarter, 1917	.. 8.15
411.1A	..1st quarter, 1916, to 4th quarter, 1917	8.20
412.3/5	.. Do.	.. 8.25
413.6/9	.. Do.	.. 8.30
416.100A/100B	.. Do.	.. 8.35
887.214	..4th quarter, 1917	.. 8.40
888.215	.. Do.	.. 8.45
889.216	.. Do.	.. 8.50
890.217A	.. Do.	.. 8.55
<i>Urugodawatta.</i>		
629.4	..3rd and 4th quarters, 1917	.. 9
630.5	.. Do.	.. 9. 5
634.8	..4th quarter, 1917	.. 9.10
637/641.13/13A	3rd and 4th quarters, 1917	.. 9.15
646.5	.. Do.	.. 9.20
648.7	.. Do.	.. 9.25
649.7A	.. Do.	.. 9.30
651.10	.. Do.	.. 9.35
657.16A	.. Do.	.. 9.40
665.24/24A	.. Do.	.. 9.45
669.27A	..2nd to 4th quarter, 1917	.. 9.50
670.28	..3rd and 4th quarters, 1917	.. 9.55
671.28A	.. Do.	..10

Date of Sale : Monday, September 30, 1918.

Premises No.	Quarter and Year.	Time of Sale.
<i>Urugodawatta.</i>		
672.29A	..3rd and 4th quarters, 1917	.. 7
677.33	..1st quarter, 1914, to 4th quarter, 1917	7. 5
682.38	..3rd and 4th quarters, 1917	.. 7.10
683.38/38A	.. Do.	.. 7.15
688.43/43A	.. Do.	.. 7.20
689.24/24A	.. Do.	.. 7.25
700.46	.. Do.	.. 7.30
<i>Nagalagam street.</i>		
808.136	..3rd and 4th quarters, 1917	.. 7.35
809.137	.. Do.	.. 7.40
810.1	.. Do.	.. 7.45
811.2-6	.. Do.	.. 7.50
812.7-11	.. Do.	.. 7.55

Premises No.	Quarter and Year.	Time of Sale.
		A.M.
813.12	..3rd and 4th quarters, 1917	.. 8
814.137	.. Do.	.. 8. 5
815.16/21	.. Do.	.. 8.10
816.22	.. Do.	.. 8.15
817.24	.. Do.	.. 8.20
818.25	.. Do.	.. 8.25
819.26	.. Do.	.. 8.30
820.27/28	.. Do.	.. 8.35
821.29	.. Do.	.. 8.40
822.30/32	.. Do.	.. 8.45
823.33	.. Do.	.. 8.50
824.34	.. Do.	.. 8.55
825.35	.. Do.	.. 9
756-762.55/56	4th quarter, 1917	.. 9. 5
846.163	..1st to 4th quarter, 1917	.. 9.10
856.175/176	3rd and 4th quarters, 1917	.. 9.15
858.178	.. Do.	.. 9.20
892.218	.. Do.	.. 9.25
901.227/227A	.. Do.	.. 9.30

Madampitiya.

1363.229	..4th quarter, 1917	.. 9.35
1364.208A	..3rd and 4th quarters, 1917	.. 9.40
1369B.210	..1st to 4th quarter, 1917	.. 9.45
<i>Heenamulla lane.</i>		
1375.182	..3rd and 4th quarters, 1917	.. 9.50
1376.182A	.. Do.	.. 9.55
1377.181	..4th quarter, 1917	.. 10

Date of Sale : Tuesday, October 1, 1918.

Heenamulla lane.

1382A.179A	..4th quarter, 1917	.. 7
<i>Daniel's road.</i>		
1383.178	..3rd and 4th quarters, 1917	.. 7. 5
1384.177	..4th quarter, 1917	.. 7.10
<i>Vine street.</i>		
1386.175	..3rd and 4th quarters, 1917	.. 7.15
<i>Daniel's road.</i>		
1391.174A	..3rd and 4th quarters, 1917	.. 7.20
1401.166	..2nd to 4th quarter, 1917	.. 7.25
1403.164	..3rd and 4th quarters, 1917	.. 7.30
1406.195	..1st to 4th quarter, 1917	.. 7.35
1406A.195	.. Do.	.. 7.40
1407.195A	..3rd and 4th quarters, 1917	.. 7.45
1408.195B	..1st quarter, 1915, to 4th quarter, 1917	7.50
1410.198	..1st to 4th quarter, 1917	.. 7.55
1411.198	..3rd quarter, 1916, to 4th quarter, 1917	8
1413.199	..1st quarter, 1915, to 4th quarter, 1917	8. 5
1417.201	..3rd and 4th quarters, 1917	.. 8.10
1416.200	.. Do.	.. 8.15
1418.93	.. Do.	.. 8.20
1419.93A	.. Do.	.. 8.25
1421.93B	.. Do.	.. 8.30
1421A.93C	.. Do.	.. 8.35
1422.93D	.. Do.	.. 8.40
1424.93F	.. Do.	.. 8.45
1431.204A	.. Do.	.. 8.50
1432.205B	.. Do.	.. 8.55
1435.87B	.. Do.	.. 9

Madampitiya.

1449.99	..2nd to 4th quarter, 1917	.. 9. 5
1451.102	.. Do.	.. 9.10
1454.105	..3rd quarter, 1914, to 4th quarter, 1917	9.15
1494.1	..3rd and 4th quarters, 1917	.. 9.20
1495.2	.. Do.	.. 9.25
1496.3	.. Do.	.. 9.30
<i>Madampitiya Cemetery road.</i>		
1501/1502.		
83/83A	..3rd quarter, 1916, to 4th quarter, 1917	9.35
1506.82	..1st to 4th quarter, 1917	.. 9.40
1510.80	..2nd to 4th quarter, 1917	.. 9.45
1516.76C	..3rd and 4th quarters, 1917	.. 9.50
1524.74B	..2nd to 4th quarter, 1917	.. 9.55
1526.71	..3rd and 4th quarters, 1917	..10

Date of Sale : Wednesday, October 2, 1918.

Madampitiya Cemetery road.

Premises No.	Quarter and Year.	Time of Sale.
1527.72	.. 3rd and 4th quarters, 1917	.. 7
1532.67	.. Do.	.. 7.5
1533.67A	.. Do.	.. 7.10
1544.62	.. 1st to 4th quarter, 1917	.. 7.15
1548.61	.. 2nd to 4th quarter, 1917	.. 7.20
1548A.61A	.. Do.	.. 7.25
1550.60A	.. Do.	.. 7.30

Madampitiya.

1605.8B	.. 3rd and 4th quarters, 1917	.. 7.35
1606.7C	.. Do.	.. 7.40
1607.7D	.. Do.	.. 7.45

Alumawata.

3045.114	.. 3rd quarter, 1914, to 4th quarter, 1917	7.50
3048.117	.. 4th quarter, 1916, to 4th quarter, 1917	7.55
3051.117	.. 3rd quarter, 1916, to 4th quarter, 1917	8
3052.238	.. Do.	8.5
3053.237	.. 3rd and 4th quarters, 1917	8.10
3056.120	.. Do.	8.15
3057.120A	.. Do.	8.20
3059.233	.. 4th quarter, 1916, to 4th quarter, 1917	8.25
3060.122	.. Do.	8.30
3061.122	.. 1st to 4th quarter, 1917	8.35
3062A.125A	.. Do.	8.40
3064A.232A	.. 2nd to 4th quarter, 1917	8.45
3068.127	.. 3rd quarter, 1915, to 4th quarter, 1917	8.50
3068A.127A	.. 3rd quarter, 1916, to 4th quarter, 1917	8.55
3068B.127B	.. 1st to 4th quarter, 1917	9
3069.131	.. 1st quarter, 1916, to 4th quarter, 1917	9.5
3070.130	.. 3rd quarter, 1915, to 4th quarter, 1917	9.10
3071.130A	.. 1st quarter, 1916, to 4th quarter, 1917	9.15
3072.129	.. 2nd to 4th quarter, 1917	9.20
3073.129	.. 1st quarter, 1915, to 4th quarter, 1917	9.25
3075.132	.. 3rd quarter, 1916, to 4th quarter, 1917	9.30
3080.135	.. 2nd quarter, 1916, to 4th quarter, 1917	9.35
3089.227	.. 3rd and 4th quarters, 1917	9.40

Vine street.

3096.146A	.. 1st quarter, 1915, to 4th quarter, 1917	9.45
3098.143	.. Do.	9.50
3105.223	.. 3rd quarter, 1916, to 4th quarter, 1917	9.55

Alumawata.

3108.219	.. 3rd quarter, 1916, to 4th quarter, 1917	10
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Date of Sale : Thursday, October 3, 1918.

Alumawata.

3109.218	.. 3rd quarter, 1915, to 4th quarter, 1917	7
3112.215	.. 3rd and 4th quarters, 1917	7.5
3113.214	.. Do.	7.10
3117.111	.. 1st quarter, 1916, to 4th quarter, 1917	7.15

Nagalagam street.

708.3	.. 3rd and 4th quarters, 1917	7.20
709.4	.. Do.	7.25
710.5	.. Do.	7.30
712.14	.. Do.	7.35
737.39	.. Do.	7.40
916/917.245/ 247	.. Do.	7.45

Madampitiya Cemetery road.

1586.23	.. 3rd and 4th quarters, 1917	7.50
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St. Mary's lane.

1024.49	.. 3rd and 4th quarters, 1917	7.55
1040.41C	.. Do.	8
1049.33	.. 3rd quarter, 1916, to 4th quarter, 1917	8.5
1054.31	.. 3rd and 4th quarters, 1917	8.10
1054A.31A	.. Do.	8.15

Kelani-ganga Mill road.

1104A.10A	.. 1st to 4th quarter, 1917	8.20
1104A.10A	.. 3rd and 4th quarters, 1917	8.25
1105.9	.. Do.	8.30
1105A.9A	.. 1st to 4th quarter, 1917	8.35
1106.7	.. 3rd and 4th quarters, 1917	8.40

Mattacooly.

1108.5	.. 3rd and 4th quarters, 1917	8.45
1109.4	.. Do.	8.50

Franswatte.

Premises No.	Quarter and Year.	Time of Sale.
1122A.61	.. 2nd to 4th quarter, 1917	.. 8.55
1124.66	.. 3rd and 4th quarters, 1917	.. 9
1126.56	.. Do.	.. 9.5
1127.57	.. Do.	.. 9.10
1128.9	.. Do.	.. 9.15
1137.50B	.. Do.	.. 9.20
1141.41A	.. Do.	.. 9.25

Vuistwyke.

1210.8	.. 3rd quarter, 1916, to 4th quarter, 1917	9.30
1211.9	.. Do.	9.35
1216.14	.. 3rd and 4th quarters, 1917	9.40
1217.14A	.. 1st to 4th quarter, 1917	9.45

Mattacooly.

1241.38	.. 3rd and 4th quarters, 1917	9.50
1242.38	.. Do.	9.55
1242A.38A	.. Do.	10

Date of Sale : Friday, October 4, 1918.

Mattacooly.

1257.47	.. 3rd and 4th quarters, 1917	7
1259.50	.. Do.	7.5
1265.56/57	.. Do.	7.10

Ferguson's road.

1319.54	.. 4th quarter, 1916, to 4th quarter, 1917	7.15
1329.47	.. Do.	7.20
1330.47A	.. Do.	7.25
1339c.43c	.. 3rd quarter, 1916, to 4th quarter, 1917	7.30
949-951.18/17	.. 1st quarter, 1915, to 4th quarter, 1917	7.35
1352.37	.. Do.	7.40
1343.44	.. 1st to 4th quarter, 1917	7.45
1345.39	.. Do.	7.50
1355.35	.. 4th quarter, 1916, to 4th quarter, 1917	7.55

Prices of Food Stuffs, &c., in Colombo
on September 4, 1918.

		Rs. c.
Muttusamba, No. 1 quality	.. Per bushel	6 50
Rice, Kara	.. do.	—
Kallunda, No. 1 quality	.. Per bag (2½ bushels)	14 62
Sulai, No. 1 do.	.. do.	15 25
Kora (Mill) No. 1 do.	.. do.	15 36
Raw Rice, Rangoon	.. Per bushel	5 25
Do. Singapore	.. do.	—
Mysore Dhol	.. do.	5 50
Green Peas (Gram)	.. do.	6 25
Thovarem Dhol	.. do.	5 75
Chillies, No. 1 quality	.. Per thulan (26½ lb.)	13 0
Do. Rangoon do.	.. do.	—
Red Onions	.. do.	1 52
Bombay Onions	.. Per cwt.	11 0
Potatoes, Indian	.. do.	12 0
Do. Bangalore	.. do.	—
Maldive Fish, No. 1 quality	.. do.	37 0
Sugar, Crystal	.. Per bag (2 cwt.)	38 0
Soft Sugar	.. Per cwt.	23 50
Matches, "Three Stars"	.. Per case of 50 gross boxes	145 0
Kerosine Oil "Monkey Brand"	.. Per tin	4 65
Do. "Daylight"	.. do.	4 85
Coriander	.. Per lb.	0 18
Beef	.. do.	0 30*
Mutton	.. do.	0 60*
Chicken	.. Each	0 62*
Fish, Fresh	.. Per lb.	cents 40 to 80*
Dry Fish (Kumbalawas), No. 1 quality	.. Per 1,000	—
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 37
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.

September 4, 1918.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE LELLOPITIYA TEA AND RUBBER ESTATES COMPANY, LIMITED.

1. The name of the Company is "THE LELLOPITIYA TEA AND RUBBER ESTATES COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are :—
 - (1) To purchase or otherwise acquire from the proprietors thereof the Gorakagastenna estate, situated at Lellopitiya, in Ratnapura District, in the Province of Sabaragamuwa, Ceylon.
 - (2) To purchase, take on lease, or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, cultivate, work, plant, manage, improve, carry on, and develop the undertaking, lands, and real, personal, immovable and movable estate or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinnamon, cinchona, cacao, cardamoms, and other natural products or produce of any kind in the Island of Ceylon, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or otherwise) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, or elsewhere, all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (8) 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, or products, and generally to carry on the business of mining in all its branches.
 - (9) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (10) To cultivate, manage, and superintend estates and properties in the Island of Ceylon and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, in any other part or parts of the world; 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.
 - (11) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; 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.
 - (12) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
 - (13) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon or elsewhere.
 - (14) 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, or book debts, or without any security at all, and generally to transact financial business of any kind.
 - (15) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
 - (16) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
 - (17) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
 - (18) 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.
 - (19) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.

- (20) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (21) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone, or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (22) To sell, let, lease, under-lease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (23) To pay for any lands and real or personal, immovable or movable estate, 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 (whether fully paid up or partly paid up), or in debentures, 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 as fully paid up or partly paid up for such purpose.
- (24) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock or obligations of any company or person, or partly one and partly any other.
- (25) 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.
- (26) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clause (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one 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 Three hundred thousand Rupees (Rs. 300,000), divided into Twenty thousand (20,000) shares of Rs. 15 each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, 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:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
R. RUSTOMJEE of Colombo	One
H. TIRUVILANGAM of Campbell place, Colombo	One
J. M. OBEYSEKERE of Chatham street, Colombo	One
EDWARD ALWIS of Chatham street, Colombo	One
D. P. BILIMORIA of Chatham street, Colombo	One
අ. ජ. කෙසේදිස් සේනාරත්න of Ratnapura Signature of UKWATTE ARACHILLAGE TEPANIS APPUHAMY.	One
ප. කවිඳි of Hikkaduwa Signature of P. COVIS.	One
	Seven

Witness to the signatures of RUTTONSHAW RUSTOMJEE, HALLOCK TIRUVILANGAM, JINARANSIPALA MENDIS OBEYSEKERE, KALUGALA EDWARD ALWIS, DINSHAW PEROJSHAW BILIMORIA, UKWATTE ARACHILLAGE TEPANIS, and PANDITHAGE COVIS, at Colombo, this 16th day of May, 1918:

H. T. RAMACHANDRA,
Proctor and Notary.

ARTICLES OF ASSOCIATION OF THE LELLOPITIYA TEA AND RUBBER ESTATES COMPANY, LIMITED.

It is agreed as follows:—

1. *Table C not to apply; Company to be governed by these Articles.*—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.
2. *Power to alter the regulations.*—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.
3. None of the funds of the Company shall be employed in the purchase of or be lent on the shares of the Company.

INTERPRETATION.

4. *Interpretation clause.*—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:—

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

The Ordinance.—The "Ordinance" means and includes "The Joint Stock Companies Ordinances, 1861 to 1909," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company

Special resolution.—“Special resolution” has the meaning assigned thereto by the Ordinance.

Extraordinary resolution.—“Extraordinary resolution” means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company, of which notice specifying an intention to propose such resolution has been duly given.

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

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

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

Shareholder.—“Shareholder” means a Shareholder of the Company.

Presence or present.—With regard to a Shareholder “presence or present” at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

5. *Commencement of business.*—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 notwithstanding that 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.

6. *Business to be carried on by Directors.*—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.

7. *Nominal capital.*—The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000) divided into Twenty thousand (20,000) shares of Fifteen Rupees (Rs. 15) each.

SHARES.

8. *Allotment and issue.*—The shares, except where 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 may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may, at their discretion, allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an 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. *Payment of amount of shares by instalments.*—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. *Acceptance.*—Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company from time to time directs.

11. *Payment.*—Payment for shares shall be made in such manner as the Directors shall from time to time determine and direct.

12. *Shares held by a firm.*—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.

13. *Trusts, or any interest in share other than that of registered holder.*—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.

INCREASE OF CAPITAL.

14. *Increase of capital by creation of new shares.*—The Company in General Meeting may, by special resolution from time to time increase the capital by creation of new shares of such amount 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.

15. *Issue of new shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached 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. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

16. *How carried into effect.*—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. 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 in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

17. *Same as original capital.*—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 provisions herein contained with reference to the payments of calls and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

18. *Reduction of capital and subdivision or consolidation of shares.*—The Company in General Meeting may by special resolution reduce the capital as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

SHARE CERTIFICATES.

19. *Certificates how issued.*—Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate shall specify the number of the share in respect of which it is issued.

20. *Certificates to be under Seal of Company.*—The certificates of shares shall be issued under the seal of the Company.

21. *Renewal of certificate.*—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 may 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 one rupee shall be payable for such new certificate.

TRANSFER OF SHARES.

22. *Exercise of rights, &c.*—No person shall exercise any rights of a member until his name shall have been entered in the Register of Shareholders, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

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

24. *No transfer to minor or person of unsound mind.*—No transfer of shares shall be made to a minor or person of unsound mind.

25. *Register of transfers.*—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.

26. *Instrument of transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

27. *Board may decline to register transfers.*—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 the case of shares not fully paid up, to any person not approved of by them.

28. *Not bound to state reason.*—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.

29. *Registration of transfer.*—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 Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 27, 28, and 30, shall register the transferee as Shareholder, and retain the instrument of transfer.

30. *Directors may authorize registration of transferees.*—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.

31. *Directors not bound to inquire as to validity of transfer.*—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, if at all, upon the transferee only.

32. *Transfer books when to be closed.*—The transfer books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also when a dividend is declared for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

33. *Title to shares of deceased holder.*—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 shares of such Shareholder.

34. *Registration of persons entitled to shares otherwise than by transfer.*—Any curator of any minor Shareholder, 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 producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

35. *Failing such registration shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 34 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 share of such deceased Shareholder, the Company may sell such share, 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; 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.

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

37. (a) *If call or instalment be not paid, notice to be given to Shareholder.*—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, or his executors or administrators, or the trustee or assignee in his bankruptcy, 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.

(b) *Terms of notice.*—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.

(c) *In default of payment, shares 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.

(d) *Shareholder still liable to pay money owing at time of forfeiture.*—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 12 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

38. *Surrendered or forfeited shares to be the property of the Company, and may be sold, &c.*—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.

39. *Effect of surrender or forfeiture.*—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.

40. (a) *Certificate of surrender or forfeiture.*—A certificate in writing under the hands of two of the Directors and of the Agent and Secretary or Agents 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. 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. Such purchaser thereupon 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.

(b) *Forfeiture may be remitted.*—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 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 38 hereof shall be redeemable after sale or disposal.

41. *Company's lien on shares.*—The Company shall have a first charge or paramount lien upon all the shares of any holder for all moneys for the time being due to the Company by such holder, in respect of such shares or of other shares held by such holder or otherwise, and whether due from any such holder, including all calls, resolutions for which shall have been passed by the Directors. The Directors may decline to register any transfer of shares subject to such charge or lien.

42. *Lien how made available.*—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 elsewhere abroad, sixty days' notice shall be allowed him.

43. *Proceeds how applied.*—The net proceeds of any such sale as aforesaid under the provisions of Articles 38 and 42 hereof shall be applied in or towards the satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such Shareholder or his representatives.

44. *Certificate of sale.*—A certificate in writing under the hands of two of the Directors and of the Agent and Secretary or Agents and Secretaries that the power of sale given by clause 42 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

45. *Transfer on sale how executed.*—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.

46. *Preference and deferred shares.*—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 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.

47. *Modification of rights and consent thereto.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes—

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may 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;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions consent thereto, on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article 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 as aforesaid in any case in which but for this Article the object of the resolutions could have been effected without it.

48. *Meeting affecting a particular class of shares.*—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 Shareholder, 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 Shareholder personally present and entitled to vote at the meeting.

CALLS.

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

(b) *Calls, time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors.

(c) *Extension of time for payment of call.*—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 of favour.

50. *Interest on unpaid call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 12 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this clause.

51. *Payments in anticipation of calls.*—The Directors may, at their discretion, receive from any Shareholder willing to advance the same, and upon such terms as they think fit, all or any part of the amount of his shares beyond the sum actually called up.

BORROWING POWERS.

52. *Power to borrow.*—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, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Fifty thousand rupees (Rs. 50,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of moneys so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures, or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. 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 any special privileges as to redemption, surrender, drawings, allotments of shares, or otherwise. 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. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent and Secretary or Agents and Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

54. *Subsequent General Meetings.*—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 prescribed, at such time and place as may be determined by the Directors.

55. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

56. *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

57. *Requisition of Shareholders to state object of meeting; on receipt of requisition Directors to call meeting, and in default Shareholders may do so.*—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.

58. *Notice of resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

59. *Seven days' notice of meeting to be given.*—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 either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.
60. *Business requiring and not requiring notification.*—Every Ordinary 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 retiring in rotation, and to fix the remuneration of the Auditors, and shall also be competent to enter upon, discuss, and transact any business whatever, of which special mention shall have been made in the notice or notices upon which the meeting was convened.
61. *Notice of other business to be given.*—With 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.
62. *Quorum to be present.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more persons being Shareholders entitled to vote or persons holding proxies or powers of attorney from Shareholders.
63. *If a quorum not present, meeting to be dissolved or adjourned; adjourned meeting to transact business.*—If at the expiration of half an hour from the time appointed for the meeting the required number of persons shall not be present at the meeting, if convened by or upon the requisition of Shareholders, it 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.
64. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after 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.
65. *Business confined to election of Chairman while chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the chair is vacant.
66. *Chairman with consent may adjourn meeting.*—The Chairman, with the consent of the meeting, may 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 shall be given.
67. *Minutes of General Meetings.*—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.

68. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present. 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 votes to which he may be entitled as a Shareholder and proxy and attorney; and unless a poll be immediately demanded in writing by some Shareholder present at the meeting 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 of votes recorded in favour of or against such resolution.
69. *Poll.*—If a poll be duly demanded, the same shall be taken in such manner and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
70. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such a 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 attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.
71. *No poll on election of Chairman or on question of adjournment.*—No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment.
72. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held by him up to ten shares; he shall have an additional vote for every ten shares held by him beyond the first ten shares. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.
73. *Curator of minor, &c., when not entitled to vote.*—The parent or curator of a minor 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 minor, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.
74. *Voting in person or by proxy or attorney.*—Votes may be given either personally or by proxy or by attorney duly authorized.
75. *Non-Shareholder not to be appointed proxy; though not Shareholder may vote.*—No person shall be appointed a proxy who is not a Shareholder of the Company; but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company.
76. *Shareholder in arrear or not registered at least three months previous to the meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall 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 or speak at any meeting held after the expiration

of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak duly registered as the holder of the share in respect of which he claims to vote or speak.

77. *Proxy to be printed or in writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such appointor be a corporation, it shall be under the common seal of such corporation.

78. *When proxy to be deposited.*—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.

79. *Form of proxy.*—Any instrument appointing a proxy may be in the following form :—

The Lellopitiya Tea and Rubber Estates Company, Limited.

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

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

80. *Objection to validity of vote to be made at the meeting or poll.*—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.

81. *No Shareholder to be prevented from voting by being personally interested in result.*—No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

82. *Number of Directors.*—The number of Directors shall never be less than three 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, but so that if the number falls below the minimum above fixed, the remaining Directors shall not commit the Company to any new business so long as the number is below the minimum.

83. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Five hundred Rupees (Rs. 1,500), and upon which, in the case of partly paid up shares all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding One thousand Rupees (Rs. 1,000) 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 for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

84. *Appointment of first Directors and duration of their office.*—The first Directors shall be Hallock Tiruvilangam, Dinshaw Perojshaw Bihimoria, Kalugala Edward Alwis, Pandithage Covis, 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.

85. *Directors may appoint Managing Director or Directors ; his or their remuneration.*—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 Visiting Agents, of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or 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, Superintendent or Superintendents ; and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or 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 lump sum of money, as they shall think fit.

86. *Appointment of successors to Directors.*—The 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 General Meeting.

87. *Board may fill up vacancies.*—The Board shall have power at any time and from time to time before the first Ordinary General Meeting to supply any vacancies in their number arising from death, resignation, or otherwise.

88. *Duration of office of Director appointed to vacancy.*—Any casual vacancy occurring in the number of the Directors subsequent to the first Ordinary General Meeting may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

89. *To retire annually.*—At the second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 90.

90. *Retiring Directors how determined.*—The Directors to retire from office at the second and third 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.

91. *Retiring Directors eligible for re-election.*—Retiring Directors shall be eligible for re-election.

92. *Decision of question as to retirement.*—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. *Number of Directors how increased or reduced.*—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.

94. *If election not made, retiring Directors to continue until next meeting.*—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.

95. *Resignation of Directors.*—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 office, 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.

96. *When office of Director to be vacated.*—The office of 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.

Exceptions.—But the above rule shall be subject to the following exceptions:—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 proctor, or by his being a member of a firm who are agents, or secretaries, or proctors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

97. *How Directors removed and successors appointed.*—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.

98. *Indemnity to Directors and others for their own acts and for the acts of others.*—Every Director or officer, and his heirs, executors, and administrators, shall be indemnified by the Company from all losses and expenses incurred by him respectively in or about the discharge of his respective duties, except such as happen from his respective wilful acts or defaults; and no Director or officer, nor the heirs, executors, or administrators of any Director or officer, shall be liable for any other Director or officer, or for joining in any receipt or other acts of conformity, 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.

99. *No contribution to be required from Directors beyond amount, if any, unpaid on their shares.*—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.

POWERS OF DIRECTORS.

100. The Directors shall have power to purchase or otherwise acquire the said Gorakagastenne estate.

101. *To manage business of Company and pay preliminary expenses, &c.*—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 may 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 registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, lease, or acquisition of the said Gorakagastenne estate and of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

102. *To acquire property, to appoint officers, and pay expenses, &c.*—The Directors shall have power to purchase, take on lease, or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire, at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, 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, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause.

103. *To appoint proctors and attorneys.*—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.

104. *To open banking accounts and operate thereon, &c.*—The Directors shall have power to open 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.

105. *To sell and dispose of Company's property, &c.*—It shall be lawful for the Directors, if authorized so to do by special resolution, 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.

106. *General powers.*—The Directors 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, clerks, assistants, artisans, and workers, and 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 in General Meeting; subject, nevertheless, to the provisions of any such Ordinance 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 regulation 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. *Special powers.*—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 :—

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) 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, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not 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.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad; and to appoint any persons to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time 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 hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of, and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

108. *Meeting of Directors.*—The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

109. *A Director may summon meetings of Directors.*—A Director may at any time summon a meeting of Directors.

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

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

112. *Board may appoint committees.*—The Board may delegate any of their powers to committees consisting of such member 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.

113. *Acts of Board or committee valid notwithstanding informal appointment.*—The acts of the Board or of any committee appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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 every person had been duly appointed, provided the same be done before the discovery of the defect.

114. *Regulation of proceedings of committees.*—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.

115. *Resolution in writing by all the Directors as valid as if passed at a meeting of Directors.*—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.

116. *Minutes of proceedings of the Company and the Directors to be recorded.*—The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *videlicet* :—

- (a) Of all appointments of officers and committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of the members of the committee appointed by the Board present at each meeting of the committee.
- (c) Of the resolutions and proceedings of all General Meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors and of the committees appointed by the Board.
- (e) Of all orders made by the Directors.

117. *Signature of minutes of proceedings and effect thereof.*—All such minutes shall be signed by the person or one of the persons 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 or one of the persons who shall preside as Chairman at the next ensuing General Meeting, Board Meeting, or Committee Meeting, respectively; 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.

COMPANY'S SEAL.

118. *The use of the seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares or other instrument except in the presence of two or more of the Directors, or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and 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 Agents and Secretaries.

ACCOUNTS.

119. *What accounts to be kept.*—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 receipts and expenditure take place, 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; and 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.

120. *Accounts how and when open to inspection.*—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.

121. *Statement of accounts and balance sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding 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.

122. *Report to accompany statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company and as to the amount which they recommend to 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.

123. *Copy of balance sheet to be sent to the Shareholders.*—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.

DIVIDENDS, BONUS, AND RESERVE FUND.

124. *Declaration of dividend.*—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 or bonus shall be payable except out of net profits.

125. *Interim dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend on the then current year.

126. *Reserve fund.*—Previously to the Directors recommending any dividend on preference or ordinary shares, they may 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 shall think fit, or place the same in fixed deposit in any bank or banks.

127. *Application thereof.*—The Directors may from time to time apply such portions as they think fit for the reserve fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for equalizing dividends, or for the repair or renewal or extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

128. *Unpaid interest or dividend not to bear interest.*—No unpaid interest, or dividend, or bonus shall ever bear interest against the Company.

129. *No Shareholder to receive dividend while debt due to Company.*—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.

130. *Directors may deduct debt from the dividends.*—The Directors may deduct from the dividend or bonus payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

131. *Dividends may be paid by cheque or warrant and sent through the post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

132. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all interest or dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all interest or dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

133. *Share held by a firm.*—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.

AUDIT.

134. *Accounts to be audited.*—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.

135. *Qualification of Auditors.*—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.

136. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditors of the Company and fix his or their remuneration; all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

137. *Retiring Auditors eligible for re-election.*—Retiring Auditors shall be eligible for re-election.

138. *Remuneration of Auditors.*—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.

139. *Casual vacancy in number of Auditors how filled up.*—If any vacancy that may occur in the office of Auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

140. *Duty of Auditor.*—Every Auditor shall be supplied with a copy of the balance sheet intended to be laid before the next Ordinary General Meeting, 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.

141. *Company's accounts to be opened to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

NOTICES.

142. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

143. *Shareholders to register address.*—Every Shareholder shall furnish the Company with 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.

144. *Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending 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.

145. *Date and proof of service.*—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 box or posted at a post office, 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.

146. *Non-resident Shareholders must register addresses in Ceylon.*—Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.

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

ARBITRATION.

147. *Directors may refer disputes to arbitration.*—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.

148. *Evidence in action by Company against Shareholders.*—On the trial or hearing of any action or suit brought or instituted by 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.

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

149. *Purchase of Company's property by Shareholders.*—Any Shareholder, whether a Director or not, or 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.

150. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any) the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If there shall remain any surplus assets after repayment of the whole of the paid-up capital, such surplus assets shall, subject to the conditions attached to preference shares (if any), be divided among the Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up.

151. *Payment in specie, and vesting in trustees.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at the places and on the days and dates hereinafter mentioned.

R. RUSTOMJEE.

H. TIRUVILANGAM.

J. M. OBEYSEKERE.

EDWARD ALWIS.

D. P. BILIMORIA.

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Signature of UKWATTE ARACHILLAGE TEPANIS APPUHAMY.

එ. ආචාර්ය

Signature of P. COVIS.

Witness to the signatures of RUTONSHAW RUSTOMJEE, HALLOCK TIRUVILANGAM, JINARANSIPALA MENDIS OBEYSEKERE, KALUGALA EDWARD ALWIS, DINSHAW PEROJSHAW BILIMORIA, UKWATTE ARACHILLAGE TEPANIS, and PANDITRAGE COVIS, at Colombo, this 16th day of May, 1918 :

MEMORANDUM OF ASSOCIATION OF THE KIRIELLA ESTATE COMPANY, LIMITED.

1. The name of the Company is "THE KIRIELLA ESTATE COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To acquire from Messrs. William Graham Dickinson, Arthur Wallington Tilly, Reginald Garnier, and the heirs of the late Richard Powell all their leasehold interests in the property known as Kiriella estate, situated in the Dumbara village, in the District of Ratnapura of the Island of Ceylon.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands and real and personal, immovable and movable estate or property and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce rubber, tea, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in rubber, tea, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like, conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase rubber, tea leaf, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) 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 or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, 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.
 - (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; 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.
 - (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
 - (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
 - (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.

- (17) 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 or book debts, or without any security at all, and generally to transact financial business of any kind.
- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, 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.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) 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.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable estate, 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 (whether fully paid up, or partly paid up) or in debentures, 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 as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up, or partly paid up) of any company, or debentures or debenture stock or obligations of any company or person, or partly one and partly any other.
- (29) 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.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the "other objects" specified in any one 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 million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) 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, 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:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
A. D. SKRINE, Colombo .. .. .	.. One
W. G. DICKINSON, Bellary, India, by his attorney. A. D. SKRINE .. .. .	.. One
G. R. WHITEBY, Colombo .. .. .	.. One
R. H. SKRINE, Colombo .. .. .	.. One
REPTON WEBER, Colombo .. .. .	.. One
W. A. MARTIN, Colombo .. .. .	.. One
L. S. SMITH, Colombo .. .. .	.. One
Total number of Shares taken ..	Seven

Dated at Colombo, this 14th day of August, 1918.

Witness to the above signatures :

EUSTACE F. DE SARAM,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE KIRIELLA ESTATE COMPANY, LIMITED.

It is agreed as follows :—

1. *Table C not to apply; Company to be governed by these Articles.*—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.
2. *Power to alter the regulations.*—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.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

4. *Interpretation clause.*—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 :—

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

The Ordinance.—The "Ordinance" means and includes "The Joint Stock Companies Ordinances, 1861 to 1909," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special resolution.—"Special resolution" has the meaning assigned thereto by the Ordinance.

Extraordinary resolution.—"Extraordinary resolution" means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.

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

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

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

Shareholder.—"Shareholder" means a Shareholder of the Company.

Presence or present.—With regard to a Shareholder "presence or present" at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

5. *Commencement of business.*—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 notwithstanding that 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.

6. *Business to be carried on by Directors.*—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.

7. *Nominal capital.*—The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) shares of Ten Rupees (Rs. 10) each.

SHARES.

8. *Allotment and issue.*—The shares, except where 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 may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an 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. *Payment of amount of shares by instalments.*—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. *Acceptance.*—Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company from time to time directs.

11. *Payment.*—Payment for shares shall be made in such manner as the Directors shall from time to time determine and direct.

12. *Shares held by a firm.*—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, but not more than one partner may vote at a time.

13. *Shares held by two or more persons not in partnership.*—Shares may be registered in the names of two or more persons not in partnership.

14. *One of joint-holders other than a firm may give receipts; only one of joint-holders resident in Ceylon entitled to vote.*—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.

15. *Survivor of joint-holders, other than a firm, only recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, 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.

16. *Liability of joint-holders.*—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.

17. *Trusts or any interest in share other than that of registered holder or of any person under clause 38 not recognized.*—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 38 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

18. *Increase of capital by a creation of new shares.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount 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.

19. *Issue of new shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct; 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. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

20. *How carried into effect.*—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. 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 in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

21. *Same as original capital.*—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 provisions herein contained with reference to the payments of calls and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

22. *Reduction of capital and subdivision or consolidation of shares.*—The Company in General Meeting may by special resolution reduce the capital in such manner as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

SHARE CERTIFICATES.

23. *Certificates how issued.*—Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate shall specify the number of the share in respect of which it is issued.

24. *Certificates to be under seal of Company.*—The certificates of shares shall be issued under the seal of the Company.

25. *Renewal of certificate.*—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.

26. *Certificate to be delivered to the first-named of joint-holders not a firm.*—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.

TRANSFER OF SHARES.

27. *Exercise of rights.*—No person shall exercise any right of a Shareholder until his name shall have been entered in the Register of Shareholders, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

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

29. *No transfer to minor or person of unsound mind.*—No transfer of shares shall be made to a minor or person of unsound mind.

30. *Register of transfers.*—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.

31. *Instrument of transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register transfers.*—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 the case of shares not fully paid up to any person not approved by them.

33. *Not bound to state reason.*—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.

34. *Registration of transfer.*—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 Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder and retain the instrument of transfer.

35. *Directors may authorize registration of transferees.*—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.

36. *Directors not bound to inquire as to validity of transfer.*—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, if at all, upon the transferee only.

37. *Transfer Books when to be closed.*—The Transfer Books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also, when a dividend is declared, for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

38. *Title to shares of deceased holder.*—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 shares of such Shareholder.

39. *Registration of persons entitled to shares otherwise than by transfer.*—Any curator of any minor Shareholder, 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 producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2 50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 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; 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.

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

42. (a) *If call or instalment be not paid, notice to be given to Shareholder.*—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 or his executors or administrators, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

(b) *Terms of notice.*—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.

(c) *In default of payment, shares 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.

(d) *Shareholder still liable to pay money owing at time of forfeiture.*—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 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

43. *Surrendered or forfeited shares to be the property of the Company, and may be sold, &c.*—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.

44. *Effect of surrender or forfeiture.*—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.

45. (a) *Certificates of surrender or forfeiture.*—A certificate in writing under the hands of two of the Directors and of the Agent or Secretary or Agents 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; 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; such purchaser thereupon 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.

(b) *Forfeiture may be remitted.*—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 9 per cent. per annum on the amount of the sums wherein default in payment had been made; but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

46. *Company's lien on shares.*—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, resolutions for which shall have been passed by the Directors, 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. The Directors may decline to register any transfer of shares subject to such charge or lien.

47. *Lien how made available.*—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.

48. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof shall be applied in or towards the satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be paid to such Shareholder or his representatives.

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

50. *Transfer on sale how executed.*—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.

51. *Preference and deferred shares.*—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 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.

52. *Modification of rights and consent thereto.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes—

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may 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 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;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition or other modification of such rights, privileges, and conditions, consent thereto, on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article 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 as aforesaid in any case in which but for this Article the object of the resolutions could have been effected without it.

53. *Meeting affecting a particular class of shares.*—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 Shareholder, 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 Shareholder personally present and entitled to vote at the meeting.

CALLS.

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

(b) *Calls, time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article 121.

(c) *Extension of time for payment of call.*—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.

55. *Interest on unpaid call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this clause.

56. *Payments in anticipation of calls.*—The Directors may at their discretion receive from any Shareholder willing to advance the same, and upon such terms as they think fit, all or any part of the amount of his shares beyond the sum actually called up.

BORROWING POWERS.

57. *Power to borrow.*—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, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Fifty thousand Rupees (Rs. 50,000). With the sanction of a General Meeting, the Directors shall be entitled to borrow such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage,

issue any debentures, or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. 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 any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. 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. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

59. *Subsequent General Meetings.*—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 prescribed, at such time and place as may be determined by the Directors.

60. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

61. *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *Requisition of Shareholders to state object of meeting; on receipt of requisition Directors to call meeting, and in default Shareholders may do so.*—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. *Notice of resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

64. *Seven days' notice of meeting to be given.*—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 either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

65. *Business requiring and not requiring notification.*—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 retiring in rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

66. *Notice of other business to be given.*—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. *Quorum to be present.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business three or more persons being Shareholders entitled to vote or persons holding proxies or powers of attorney from Shareholders entitled to vote.

68. *If a quorum not present, meeting to be dissolved or adjourned; adjourned meeting to transact business.*—If at the expiration of half an hour from the time appointed for the meeting the required number of persons 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. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal, a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after 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. *Business confined to election of Chairman while chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the chair is vacant.

71. *Chairman with consent may adjourn meeting.*—The Chairman, with the consent of the meeting, may 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 shall be given.

72. *Minutes of General Meetings.*—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. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present. 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 votes to which he may be entitled as a Shareholder and proxy and attorney; and unless a poll be immediately demanded in writing by some Shareholder present at the meeting 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 of votes recorded in favour of or against such resolution.

74. *Poll.*—If a poll be duly demanded, the same shall be taken in such manner and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned and the poll shall be taken at such time and in such a 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 attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held by him up to ten shares, he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares, an additional vote for every twenty-five shares beyond the first one hundred shares. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

78. *Curator of minor, &c., when not entitled to vote.*—The parent or curator of a minor 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 minor, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

79. *Voting in person or by proxy or attorney.*—Votes may be given either personally or by proxy or by attorney duly authorized.

80. *Non-Shareholder not to be appointed proxy; but attorney though not Shareholder may vote.*—No person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company.

81. *Shareholder in arrear or not registered at least three months previous to the meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall 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 or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

82. *Proxy to be printed or in writing.*—The instrument appointing a proxy shall be printed or written and shall be signed by the appointor, or if such appointor be a corporation, it shall be under the common seal of such corporation.

83. *When proxy to be deposited.*—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.

84. *Form of Proxy.*—Any instrument appointing a proxy may be in the following form:—

The Kiriella Estate Company, Limited.

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

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

85. *Objection to validity of vote to be made at the meeting or poll.*—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 to be prevented from voting by being personally interested in result.*—No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another and if necessary enabling him to be placed on the Register of Shareholders.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being shall 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 appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) 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 for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Alexander David Callander, Esq., of Nanthupana estate, Neboda; Alexander Duncan Skrine, Esq., of Colombo; John Frederick William Brockman, Esq., of Owilikande estate, Matale; and Reginald Garnier, Esq., of Millakande estate, Kalawellawa, 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. *Directors may appoint Managing Director or Directors; his or their remuneration.*—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 Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or 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, Superintendent or Superintendents,

and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or 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.

91. *Appointment of successors to Directors.*—The 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 General Meeting. No person, not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other Shareholder intending to propose him has, at least seven clear days before the meeting, left, at the office, a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder to propose him.

92. *Board may fill up vacancies.*—The Board shall have power at any time and from time to time before the First Ordinary General Meeting to supply any vacancies in their number arising from death, resignation, or otherwise.

93. *Duration of office of Director appointed to vacancy.*—Any casual vacancy occurring in the number of the Directors subsequently to the First Ordinary General Meeting may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

94. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 95.

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, and Fourth 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.

96. *Retiring Directors eligible for re-election.*—Retiring Directors shall be eligible for re-election.

97. *Decision of question as to retirement.*—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.

98. *Number of Directors how increased or reduced.*—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.

99. *If election not made, retiring Directors to continue until next meeting.*—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.

100. *Resignation of Directors.*—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 office or by tendering his written resignation at a meeting of the Directors.

101. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director, or with any company or co-partnership of which a Director is a partner, or of which he is a Director, Managing Director, or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement, or transaction, by reason only of such Director holding that office, or of the fiduciary relation thereby established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors.

102. *When office of Directors to be vacated.*—The office of 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.

Exceptions.—But the above rule shall be subject to the following exceptions:—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 proctor, or by his being a member of a firm who are agents, or secretaries, or proctors, of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

103. *How Directors removed and successors appointed.*—The Company may by an extraordinary 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.

104. *Indemnity to Directors and others for their own acts and for the acts of others.*—Every Director or officer and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him respectively in or about the discharge of his respective duties, except such as happen from his respective wilful acts or defaults; and no Director or officer, nor the heirs, executors, or administrators of any Director or officer, shall be liable for any other Director or officer, or for joining in any receipt or other acts of conformity, 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.

105. *No contribution to be required from Directors beyond amount, if any, unpaid on their shares.*—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.

POWERS OF DIRECTORS.

106. The Directors shall have power to acquire the said leasehold interests in the said Kiriella estate.

107. *To manage business of Company and pay preliminary expenses, &c.*—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 may 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 connection with the placing of the shares of the Company and in and about the valuation, purchase, lease, or acquisition of the said leasehold interests in the said Kiriella estate and of any other lands, estates, or property, and the opening, clearing, and cultivation thereof, and in or about the working and business of the Company.

108. *To acquire property, to appoint officers, and pay expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, 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, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause.

109. *To appoint proctors and attorneys.*—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.

110. *To open banking accounts and operate thereon, &c.*—The Directors shall have power to open 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.

111. *To sell and dispose of Company's property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of 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, or the assignment of the whole or any part of parts of its leasehold interests in the said Kiriella estate, or the sub-lease of the whole or any part or parts thereof, 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, assignment, sub-lease, 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. *General powers.*—The Directors 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 the 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, clerks, assistants, artisans, and workers, and generally do all such acts and things as are, or shall be, by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of the Ordinance 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 regulation 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.

113. *Special powers.*—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):—

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) 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, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not 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.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time 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 hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

114. *Meeting of Directors.*—The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they may think fit, and determine the quorum necessary for the transaction of business; until otherwise determined, two Directors shall be a quorum.

115. *A Director may summon meetings of Directors.*—A Director may at any time summon a meeting of Directors.

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

117. *Questions at meetings how decided.*—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.

118. *Board may appoint committees.*—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.

119. *Acts of Board or committee valid notwithstanding informal appointment.*—The acts of the Board or of any committee appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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 every person had been duly appointed, provided the same be done before the discovery of the defect.

120. *Regulation of proceedings of committees.*—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.

121. *Resolution in writing by all the Directors as valid as if passed at a meeting of Directors.*—A resolution in writing signed by all the Directors for the time being resident in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that not fewer than two Directors shall sign it.

122. *Minutes of proceedings of the Company and the Directors to be recorded.*—The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *videlicet* :—

- (a) Of all appointments of officers and committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of the members of the committee appointed by the Board present at each meeting of the committee.
- (c) Of the resolutions and proceedings of all General Meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors and of the committees appointed by the Board.
- (e) Of all orders made by the Directors.
- (f) Of the use of the Company's seal.

123. *Signature of minutes of proceedings and effect thereof.*—All such minutes shall be signed by the person or one of the persons 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 or one of the persons who shall preside as Chairman at the next ensuing General Meeting, Board Meeting, or Committee Meeting, respectively; 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.

COMPANY'S SEAL.

124. *The use of the seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares, or other instrument except in the presence of two or more of the Directors, or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and 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 Agents and Secretaries, and in the event of a Company registered under the Ordinance being the Agents and Secretaries, being signified by a Director or the Secretary or the duly authorized Attorney of such Company signing for and on behalf of such Company as Agents and Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Agents and Secretaries.

ACCOUNTS.

125. *What accounts to be kept.*—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 receipts and expenditure take place, 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; and 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.

126. *Accounts how and when open to inspection.*—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 the Ordinance or authorized by the Directors, or by a resolution of the Company in General Meeting.

127. *Statement of accounts and balance sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up as at the end of the same period.

128. *Report to accompany statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company and as to the amount which they recommend to 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. *Copy of balance sheet to be sent to the Shareholders.*—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.

DIVIDENDS, BONUS, AND RESERVE FUND.

130. *Declaration of dividend.*—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 amounts paid on their shares, but no dividend or bonus shall be payable except out of nett profits.

(a) 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 in sterling 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 where 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 Shareholder upon the footing of the value so fixed in order to adjust the rights of all parties.

131. *Interim dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

132. *Reserve fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may 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 shall think fit, or place the same on fixed deposit in any bank or banks.

133. *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises, or for the repair or renewal or extensions of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

134. *Unpaid interest or dividend not to bear interest.*—No unpaid interest, or dividend, or bonus shall ever bear interest against the Company.

135. *No Shareholder to receive dividend while debt due to Company.*—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.

136. *Directors may deduct debt from the dividends.*—The Directors may deduct from the dividend or bonus payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

137. *Dividends may be paid by cheque or warrant and sent through the post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

138. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this clause any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.

139. *Shares held by a firm.*—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.

140. *Joint-holders other than a firm.*—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.

AUDIT.

141. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet and profit and loss account ascertained by one or more Auditor or Auditors.

142. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. 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.

143. *Appointment and retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; all future Auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

144. *Retiring Auditors eligible for re-election.*—Retiring Auditors shall be eligible for re-election.

145. *Remuneration of Auditors.*—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.

146. *Casual vacancy in number of Auditors how filled up.*—If any vacancy that may occur in the office of Auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

147. *Duty to Auditor.*—Every Auditor shall be supplied with a copy of the balance sheet and profit and loss account intended to be laid before the next Ordinary General Meeting, 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.

148. *Company's accounts to be opened to Auditors for audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be open to the Auditors for the purpose of audit.

NOTICES.

149. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

150. *Shareholders to register address.*—Every Shareholder shall furnish the Company with 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.

151. *Service of notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending it 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 for all purposes, 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.

152. *Notice to joint-holders of shares other than a firm.*—All notices directed to be given to Shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.

153. *Date and proof of service.*—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 box or posted at a post office, 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.

154. *Non-resident Shareholders must register addresses in Ceylon.*—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.

155. *Directors may refer disputes to arbitration.*—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.

156. *Evidence in action by Company against Shareholders.*—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.

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

157. *Purchase of Company's property by Shareholders.*—Any Shareholder, whether a Director or not, or 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.

158. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any) the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

159. *Payment in specie, and vesting in trustees.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 14th day of August, 1918.

A. D. SKRINE.

W. G. DICKINSON, by his attorney A. D. SKRINE.

G. R. WHITBY.

R. H. SKRINE.

REPTON WEBER.

W. A. MARTIN.

L. S. SMITH.

Witness to the above signatures :

EUSTACE F. DE SARAM,
Proctor, Supreme Court, Colombo.

[Third Publication.]

96.9/50 206.
The Arington Tea and Rubber Company, Limited.

NOTICE is hereby given that the Eighth Annual General Meeting of the Shareholders of the Company will be held at 11.30 A.M. on Thursday, September 19, 1918, at the registered office of the Company, Australia buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to June 30, 1918.
 2. To elect a Director.
 3. To appoint Auditors.
- To transact any other business that may be duly brought before the Meeting.

By order of the Board,

CARSON & Co., LTD.,
Agents and Secretaries.

Colombo, September 4, 1918.

The Sittawaka Tea and Rubber Company, Limited.

NOTICE is hereby given that the Ninth Annual General Meeting of the Shareholders of this Company will be held at 12 noon on Thursday, September 19, 1918, at the registered office of the Company, Australia buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to June 30, 1918.
2. To elect a Director.
3. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

By order of the Board,

CARSON & Co., LTD.,
Agents and Secretaries.

Colombo, September 4, 1918.

The Ceylon Sugar Refineries, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above-named Company will be held at the registered office of the Company, Australia buildings, Fort, Colombo, on Wednesday, September 18, 1918, at 12 noon, when the subjoined resolution, which was passed at the Extraordinary General Meeting of the Company held on September 3, 1918, will be submitted for confirmation as a special resolution, viz.:—

"That the Company be wound up voluntarily."

Should the above resolution be confirmed, a further resolution will be proposed at the same meeting for the appointment of a Liquidator for the purposes of such winding up and fixing his remuneration.

By order of the Board,

CARSON & CO., LTD.,
Agents and Secretaries.

Colombo, September 6, 1918.

The Opakalla Tea and Rubber Estates, Limited.

NOTICE is hereby given that the Seventh Annual General Meeting of the Company will be held at 12.30 P.M. on Thursday, September 19, 1918, at the registered office of the Company, Australia buildings, York street, Colombo.

Business.

1. To receive the report of the Directors and accounts to June 30, 1918.
2. To elect a Director.
3. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

By order of the Board,

CARSON & CO., LTD.,
Agents and Secretaries.

Colombo, September 4, 1918.

The Eastern Coconut Estates Company, Limited.

NOTICE is hereby given that the Fourth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, No. 14, Queen street, Colombo, on Monday, September 16, 1918, at noon.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1918.
2. To elect a Director.
3. To appoint an Auditor, and to transact any other business that may be brought before the Meeting.

By order of the Directors.

GEORGE STEUART & Co.,

Colombo, September 3, 1918. Agents and Secretaries.

The Penrhos Estates Company of Ceylon, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of Shareholders of the Company will be held at 12 noon on Tuesday, September 17, 1918, at the registered office of the Company, No. 12, Queen street, Fort, Colombo.

Business.

1. To receive the report of the Directors and accounts for the year ended June 30, 1918.
2. To elect a Director.
3. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

By order of the Directors,

LEE, HEDGES & CO., LTD.,

Colombo, August 27, 1918. Agents and Secretaries.

The Coop, Limited.

THE Ordinary General Meeting of this Company will be held at the registered office of the Company, No. 31/32, Chatham street, Fort, Colombo, on Tuesday, the 17th instant, at 3 P.M.

Business.

- To receive the Directors' report and accounts for the year ending January 31, 1918.
To declare a dividend.

To pass a resolution increasing the borrowing powers of the Directors up to Rs. 60,000.

To appoint an Auditor, and transact any other business that may duly be brought forward before the Meeting.

The Transfer Books of the Company will be closed from September 6 to 20, 1918, both days inclusive.

By order of the Board of Directors,

F. B. GONSAL,
Secretary.

Application for a New Foreign Liquor License.

I HEREBY give notice that I have on August 17, 1918, applied to the Hon. the Government Agent, Western Province, Colombo, for a new license shown in the schedule hereto annexed, for the licensing period ending September, 1919:—

Schedule referred to

Name and address of applicant: J. H. S. Holsinger, 23, Maliban street, Pettah, Colombo.

Description of license applied for: Wholesale license for the sale of foreign liquor.

State whether application is for renewal of existing or for a new license: New license.

Situation of premises to be licensed: No. 69, Maliban street, Pettah, Colombo.

23, Maliban street, Pettah. J. H. S. HOLSINGER,
Colombo, September 3, 1918. Applicant.

Cancellation of Application for Renewal of Foreign Liquor License.

ADVERTING to the notice published in the Ceylon Government Gazette No. 6,958 dated July 26, 1918, applying for the renewal of the foreign liquor tavern license at Yatiyantota, I do hereby give notice that since I have cancelled the application for the foreign liquor tavern license.

Yatiyantota, August 29, 1918. P. C. D. RODRIGO.

Auction Sale of Valuable House Property in Wellawatta.

In the District Court of Colombo.

D. J. Wanigesooriye, Mudaliyar Plaintiff.
No. 50,638. Against

B. Daniel Fernando Defendant.

UNDER and by virtue of the decree in the above case and the order to sell issued therein, I shall sell by public auction on Wednesday, October 2, 1918, at 5 P.M., on the spot, the following premises, mortgaged with the plaintiff and declared bound and executable under the said decree, for the realization of the amount therein appearing, to wit:—

All that lot marked 245i in plan No. 644, dated May 2, 1915, made by A. R. Saunderanayagam, Special Licensed Surveyor and Leveller, being a portion of the allotment of land 245A in registered plan No. 2 called Kongahawatta, together with the trees and buildings standing thereon, situated at Wellawatta, now within the Municipal limits of Colombo, bearing assessment No. 417/357, along the high road from Colombo to Galle, in extent 1 rood and 5 29 perches.

Further particulars can be had on application to L. A. Wanigasooriye Esq., the plaintiff's proctor, or from—

No. 118, Hulftsdorp. G. EMMANUEL DABERA,
Auctioneer and Broker.

Auction Sale of Mortgaged Property in Panunugama.

UNDER and by virtue of the decree entered of record in case No. 47,459 of the District Court of Colombo, against Ranaweera Aratchige Dona Maria Hamid, Jayamanna Mohottige Don Rokus Appuhamy, and another, the defendants therein, and the order to sell issued to me therein, I shall sell by public auction on Thursday, October 3, 1918, commencing at 1 P.M. on their respective spots, the following properties declared bound and

executable under the said decree for the payment of the amount therein appearing in the following order, to wit:—

(1) The undivided 6/8 part or share of the southern allotment of the portion of the high land appertaining to Thengagakumbura, with trees and buildings thereon, situated at Pamunugama in the Ragam pattu of Alutkuru korale, and (2) the undivided 6/8 part or share of and from Dombagahawatta, with the adjoining low land, together with the trees and building thereon, also situated at Pamunugama aforesaid.

Further particulars can be had from E. G. Jayawardene, Esq., the plaintiff's proctor, or from—

G. EMANUEL DABERA,
Auctioneer and Broker.
No. 118, Hulftsdorp.

Auction Sale under Mortgage Decree of Valuable House Property in Wellawatta.

In the District Court of Colombo.

Dr. Victor Roy Schokman of Colombo Plaintiff.
No. 47,532. Vs.

Seka Marikar Mohamad, Ismail Lebbe Marikar of Alutgama Defendant.

UNDER and by virtue of the decree entered of record in the above action, and the order to sell issued to me therein, I shall sell by public auction on Saturday, October 5, 1918, at 3.30 p.m., on the spot, the following premises specially and primarily mortgaged with the plaintiff and declared bound and executable under the said decree for the realization of the amount therein appearing, to wit:—

All that divided part marked B and coloured pink in the plan from and out of all that defined part of the garden called Kongahawatta, being lot No. 30 of registration plan No. 2, situated at Wellawatta, now within the Municipal limits of Colombo, and bearing assessment Nos. 1,000 and 1,001, and consisting of a fine family residence and a public bathing well, in extent 25 88/100 square perches (on the road (now called High street) to Pamankada).

Further particulars can be had from Messrs. de Vos & Gratiaen, Proctors for the plaintiff, or from—

G. EMANUEL DABERA,
Auctioneer and Broker.
No. 118, Hulftsdorp.

Auction Sale of Plumbago and all Goods lying in K. S. Perera's Stores at No. 3, Albion road, Dematagoda.

UNDER instructions from the assignee of the insolvent estate of K. J. Perera in insolvency proceedings No. 2,875, D. C., Colombo, I shall sell by public auction on Friday, September 27, 1918, at the spot, commencing at 4 p.m.—

444 barrels said to contain plumbago, 5 heaps of plumbago dust, empty barrels, hoop iron, planks, machine for grinding plumbago, weighing balance, and all other goods lying in the above stores.

H. D. JOHN PIERIS,
Auctioneer and Broker.
No. 8, Hulftsdorp street,
Colombo.

Auction Sale.

In the District Court of Colombo.

UNDER decree entered against Don Amis Amarasekara and Johannes Edwin Amarasekara, both of Hanwella, and by virtue of commission issued to me in case No. 49,351 of the District Court of Colombo, I shall sell the following property specially bound and executable for the recovery of the amount therein stated, less Rs. 60, on Friday, September 27, 1918, at 5 p.m., at the Hanwella Resthouse junction, an undivided 39/84 part or share of the land called Maragahalanda alias Godiyanawattakebella, situated at Attygala, in the Meda pattu of Hewagam korale, and containing in extent land sufficient to sow about 30 bushels of paddy.

C. P. AMARASINGHE,
Auctioneer and Broker.
1, Hulftsdorp.

Public Auction.

Under Mortgage Decree.

BY virtue of order to sell issued to me in case No. 47,166 D. C., Colombo, I shall sell by public auction the following properties specially bound and executable for the recovery of the amount therein stated, on Saturday, September 28, 1918, commencing at 12 noon, at the 1st mentioned land (hereto) called Galabodawatta alias Badalgewatta situated at Walgama in Siyane korale (near the mosque), viz:—

- (1) An undivided 1/4 share of the land called Galabodawatta alias Badalgewatta and owita at Walgama, in extent 5 acres.
- (2) An undivided 1/4 share of the land called Aliwinnekumbura at Walgama, in extent 3 amunams of paddy sowing.
- (3) An undivided 1/4 share of the field called Sambawela at Walgama, in extent 3 acres.
- (4) An undivided 1/4 share of the land called Kammalwatta at Walgama, in extent 3 acres.
- (5) An undivided 1/4 share of the land called Rassapana-totupola at Walgama, in extent 1 acre.
- (6) An undivided 1/4 share of the land called Narangaskotuwa at Pahalamapitigama (near Walgama), extent 8 acres.
- (7) An undivided 1/4 share of the land called Thembilikotuwa at Pahalamapitigama, in extent 4 acres.
- (8) An undivided 1/4 share of the field called Koholdeniya-kumbura at Walgama, in extent 2 amunams of paddy sowing.

For further particulars apply to C. E. A. Samarakkody, Esq., Proctor and Notary, Colombo, or to—

H. J. F. RODRIGO,
Auctioneer and Broker.
No. 60, Belmont street,
Colombo.

Auction Sale of a Valuable Residential House Property.

UNDER and by virtue of the decree entered in case No. 49,464, D. C., Colombo, I, the undersigned, shall sell by public auction on September 21, 1918, at 4.30 p.m. at the spot, all that house and premises bearing No. 1 (now No. 1,573), situated at Cemetery road, Madampitiy Colombo, for the recovery of the amount therein mentioned.

D. B. GUNARATNE,
Auctioneer
126, Dematagoda.

Auction Sale.

UNDER mortgage decree in case No. 11,573, D. Negombo, entered in favour of the plaintiff Wagepedige Buriya of Bokalagama, against the defendant Mihinge Sobana of Bokalagama, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell by public auction, at the respective spots, on Saturday, September 28, 1918, the under-mentioned properties, mortgaged by mortgage bond No. 2,352, dated September 1, 1913, attested by M. V. P. Dharmaratna, Notary Public, to wit:—

At 10 A.M.

(1) An undivided 1/4 share of the land called Karandagahawatta, situate at Bokalagama in Yatigaha pattuwa of the Hapitigam korale, in Negombo District, in extent about 4 acres.

At 10.15 A.M.

(2) An undivided 1/4 share of the land called Kahatagahawatta, situate at Bokalagama aforesaid, in extent 1 1/4 acres.

At 10.30 A.M.

(3) The land called Welabodawatta, situate at Bokalagama aforesaid, in extent about 3 kurunies of paddy sowing ground.

For further particulars apply to Messrs. de Zoysa & Perera, Proctors, Negombo, or to me:

K. L. PEREIRA,
Auctioneer
Negombo, September 3, 1918.

Auction Sale.

UNDER mortgage decree in case No. 12,095, D. C., Negombo, entered in favour of the plaintiff Whappulige Allino Perera of Megoda Tammita, against the defendant Whappulige Manuel Perera of Megoda Tammita, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public

at auction, at the spot, at 4 P.M., on Thursday, September 26, 1918, the under-mentioned property, mortgaged by mortgage bond No. 1,162, dated March 29, 1913, attested by S. D. D. Senanayaka, Notary Public, to wit:—

The undivided $\frac{1}{4}$ share of the portion, in extent about 2 roods, of Ambagahawatta, situate at Megoda Tammita in Ragam pattuwa of the Alutkuru korale, in the District of Colombo, and the tiled and cadjan thatched boutique standing on the western side of this land adjoining the devata road.

For further particulars apply to Messrs. de Silva & Perera, Proctors, or to me:

Negombo, September 3, 1918.

K. L. PEREIRA,
Auctioneer.

Auction Sale.

In the District Court of Galle.

Muna Kuna Mana Pena Reena Lotchiman 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, October 5, 1918, at 2 P.M.—

All that undivided $\frac{1}{7}$ part of the soil and trees of Borupanwilawatta *alias* Andiammagewatta at Dangedera in Galle.

CHAS. M. GOONASEKERA,
Auctioneer.

Auction Sale.

by virtue of the commission issued to me in case No. 4,515, testamentary of the estate of the late Edallage Arnis de Silva of Meeripenna, deceased, I will sell by public auction the following properties, at their respective spots, on the following dates:—

On September 27, 1918, lot No. 1, No. 2, No. 3, No. 4, and No. 5.

On September 28, 1918, lot No. 6, No. 7, No. 8, No. 9, and No. 10.

On September 27, 1918, at 1 p.m., Lot No. 1.—The Cinnamon Gardens called Vesidandagawa Maradane Kurunduwatta, situate at Habaraduwa, exclusive of the portion acquired for the Railway, containing in extent 11 acres 1 rood and 22·13 perches.

At 2.30 p.m., lot No. 2.—An undivided $\frac{4}{5}$ part, exclusive of 12 coconut trees of the old plantations, of the garden called Angologahagewatta, situate at Kataluwa, containing in extent about 2 acres.

Commencing at 4 p.m., lot No. 3.—The lot marked "A" of the garden called Muwatuduweawatta, with the tiled house of 9 carpenter's cubits standing thereon, situate at Meeripenna, containing in extent 1 acre and 13 perches.

Lot No. 4.—The lot marked No. 1 of the garden called Henadeerayawatta, situate at Meeripenna; containing in extent 2 roods and 14 perches.

Lot No. 5.—An undivided $\frac{1}{2}$ part of the lot marked No. 2 of the garden called Henadeerayawatta, situate at Meeripenna; containing in extent 1 acre and 25 perches.

On September 28, commencing at 1 p.m., lot No. 6.—The lot marked No. 1 of the garden called Barettegawatta *alias* Diya Basha Karawatta, situate at Talpe; containing in extent 14·74 perches.

Lot No. 7.—An undivided $\frac{1}{2}$ of $\frac{13}{32}$ parts of the garden called Godellawatta and an undivided $\frac{1}{2}$ of $\frac{1}{2}$ part of the tiled stone-built house of 13 carpenter's cubits standing thereon, situate at Talpe; containing in extent 1 acre.

At 2.30 p.m., lot No. 8.—An undivided $\frac{1042}{2880}$ parts of the garden called Godawatta, situate at Talpe; containing in extent about $1\frac{1}{2}$ acres.

At 3.30 p.m., lot No. 9.—An undivided $\frac{1}{2}$ part (exclusive of the planters' $\frac{1}{4}$ share of the old plantation) of the garden called Punchipittanigoda-addara Baknigahapillewa, situate at Talpe; containing in extent 1 rood and 27·24 perches.

At 4 p.m., lot No. 10.—An undivided $\frac{1}{4}$ part of Puwakahaliyaddewatta and the owitas adjoining thereto and an undivided $\frac{1}{4}$ part of Pelagaswatta adjoining each other, situate at Talpe; containing in extent about 1 acre.

Galle, August 31, 1918.

R. L. EPHRAUMS,
Auctioneer.

Auction Sale.

UNDER mortgage decree in case No. 15,615, D. C., Galle, and by virtue of a commission issued to me from the said court, I shall sell by public auction on Saturday, September 28, 1918, at 3 P.M., at the respective spots, the following properties, to wit:—

1. All those undivided $\frac{1}{30} + \frac{1}{180} + \frac{1}{36} + \frac{1}{90} + \frac{1}{180}$ parts of the soil and of all the trees of the land called Tirimahandigederawatta, situated at Mohottiwatta in Balapitiya, and containing in extent about 2 acres.

2. All those undivided $\frac{1}{90} + \frac{1}{180} + \frac{1}{36} + \frac{1}{90} + \frac{1}{180}$ parts of the soil and of all the trees of the land called Kimbulwatta *alias* Jappuhendegewatta, situated at Mohottiwatta aforesaid, and containing in extent about 1 acre and 3 roods.

3. All those undivided $\frac{1}{90} + \frac{1}{180} + \frac{1}{36} + \frac{1}{90} + \frac{1}{180}$ parts of the soil and of all the trees of the land called Donagowatta *alias* Jakorissapinchiwatta, situated at Mohottiwatta aforesaid, and containing in extent about 2 roods.

4. All those undivided $\frac{1}{90} + \frac{1}{180}$ parts of the soil and of all the trees of the land called Kodiralagederawatta, situated at Mohottiwatta aforesaid, and containing in extent about 1 acre and 3 roods.

5. All those undivided $\frac{1}{2} + \frac{1}{9} + \frac{1}{18}$ parts of the soil and of the soil share trees of the lands called Ideruhendegewattabasnabirakebella and Anaideuwagakarawatta adjoining each other and forming one property, situated at Beratuduwa in Balapitiya, and containing in extent about 2 acres and 2 roods.

Further particulars from J. P. S. de Silva, Esq., Proctor, and Notary Public, Ambalangoda, or from me:

GEO. A. WEERAKODY,
Ambalangoda, September 3, 1918. Auctioneer.

Application for Enrolment as a Proctor.

I, ALLANSON BRIGHT COLIN DE SOYSA, of "Pearlie House," Kurunegala, presently of "Woodlands," Mount Lavinia, do hereby give notice that six weeks hence I shall apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be enrolled and admitted a Proctor of the said Court.

"Woodlands," Mount Lavinia, A. B. COLIN DE SOYSA.
September 3, 1918.

Application for Enrolment as a Notary Public.

I, TANTULEGE PETER MARSHAL FERNANDO, of 74, Colpetty, Colombo, do hereby give notice, in terms of rule (2) of the Schedule I. B. to the Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar-General to be admitted and enrolled a Notary Public to practise in the Sinhalese language in the District of Puttalam.

74, Colpetty, August 26, 1918. T. PETER M. FERNANDO.