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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 Sir GRAEME THOMSON, Knight Commander of the Most Honourable Order of the Bath, Officer Administering the Government of the Island of Ceylon, with the Dependencies thereof.

GRAEME THOMSON.

WHEREAS the following by-laws made by the Municipal Council of Kandy, under the provisions of sections 109 (1) and 110 (15) of “The Municipal Councils Ordinance, 1910,” in substitution for the by-laws entitled “Rules for the Exhibition of Cinematographs and other Picture Shows,” published by a Proclamation dated March 17, 1916, have been confirmed by the Officer Administering the Government in Executive Council, as provided by section 109 (3) of the said Ordinance :

Now know Ye that We, the said Officer Administering the Government, in exercise of the powers vested in Us by section 109 (3) of the said Ordinance, do hereby proclaim the said by-laws set forth in the schedule hereto.

Given at Nuwara Eliya, in the said Island of Ceylon, this Sixteenth day of March, in the year of our Lord One thousand Nine hundred and Twenty.

By His Excellency’s command,

B. HORSBURGH,
Acting Colonial Secretary

GOD SAVE THE KING.

SCHEDULE.

By-laws referred to.

The following by-laws shall apply in the case of any public performance where there shall be an exhibition of pictures or optical effects by means of cinematograph, magic lantern, or other similar apparatus, or where there shall be any dramatic representation or exhibition of dancing, conjuring, juggling, acrobatic performances, or other stage entertainment in which stage effects are used :—

DEFINITIONS.

The term "licensee" shall mean the person or persons who have signed the license as under rule 4.

The term "Chairman" shall mean the Chairman of the Municipal Council, of Kandy.

BUILDINGS TO BE LICENCED.

1. No person shall use or permit to be used any building, enclosure, or place for the purposes of public performances unless he shall have obtained a license for the same, and no person having obtained a license for the same shall use the same or permit the same to be used in contravention of any of the conditions of such license or in contravention of any of these rules.

2. Every person who shall be desirous of obtaining authority to open any such premises shall first make public his intention to erect such premises by exhibiting a notice board on the proposed site in such a position that it can be plainly seen from the public way and by advertisement in three newspapers having a large circulation in the town of Kandy, and shall then make an application in writing to the Chairman. The notice board shall be maintained until the application has been dealt with by the Chairman. No application will be considered before the expiration of one fortnight after the receipt by the Chairman of a copy of the notice exhibited on the site and of each of the newspapers containing the advertisement.

The application shall contain a statement as to the nature and extent of the interest of such person in such premises and in the intended building and the character of the entertainment for which such premises are proposed to be used. The application shall be accompanied by complete plans, elevations, and sections, in duplicate, drawn on the dull side of tracing linen to a scale of one-eighth of an inch to a foot, and by a block plan, on a separate sheet showing the position of such premises in relation to any adjacent premises and to the public thoroughfares upon which the site of such premises abuts drawn to a scale of not less than one chain to one inch.

A plan and section of the drains proposed to be laid from such premises shall be submitted at the same time, and such plan shall indicate the sewer or sewers to which the drains are to be connected, and the section shall show the surface level of the street, the level of the lowest portion of the premises which is to be drained, and the level of the sewer or sewers.

All drawings shall be coloured so as to distinguish the materials employed in the construction of the building.

The width of all staircases, and the number of stairs in each, the width of the corridors, gangways, and doorways, together with the height of the tiers and other parts of such premises, shall be indicated on such drawings.

The thickness of the walls and scantlings of the various materials shall be clearly shown on such drawings by figured dimensions.

The cardinal points shall be marked upon each plan.

The plans shall show the respective numbers of persons to be accommodated in the various parts of such premises and the area to be assigned to each person, and shall be accompanied by a specification of the works to be executed, describing such of the materials to be employed and the mode of construction to be adopted as may be necessary to meet the requirements of these regulations.

GRANTING OF LICENCES.

3. On receipt of an application for the grant of a license the Chairman may, after such inquiry as he considers necessary, and after the payment of the fees mentioned in rule 5, grant a license subject to such conditions as he thinks fit.

Any license granted under this rule may at any time be withdrawn, suspended, or modified by the Chairman at his discretion.

No such license will be granted to any premises which shall be constructed underneath or over any part of any other building, nor shall such premises contain living rooms.

No license will be granted to any premises that have more than two tiers, including the gallery above the level of the pit (slope of tiers shall not exceed 35°).

4. The license granted by the Chairman shall be in the Form A annexed, and in it shall be specified the name and address of the licensee, the situation and description of the premises, their superficial area, the number of persons to be admitted at any one time, the number of exits to be provided the hours between which such premises may remain open, the purpose for which they may be used, the duration of the license, the date on which the license expires, and any special conditions attached to the license. The license shall be issued in duplicate, one to be marked "original" and the other to be marked "duplicate," and the license marked "original" shall be issued to and retained by the licensee, and the license marked "duplicate" shall be retained and filed by the Chairman. Both the licenses marked "original" and "duplicate" shall be signed by the licensee.

FEES.

5. Before a license may issue, the applicant shall pay a fee for the same in accordance with the following scale :—

Class A.

| | | |
|---|-----|------|
| Where there is seating accommodation for 500 persons or more :— | Rs. | c. |
| License for one year (terminating on December 31) | 300 | 0 |
| License for one month | .. | 50 0 |
| License for one day | .. | 5 0 |

Class B.

| | | |
|--|-----|------|
| Where there is seating accommodation for 200 persons or more, but under 500 :— | | |
| License for one year (terminating on December 31) | 125 | 0 |
| License for one month | .. | 25 0 |
| License for one day | .. | 2 50 |

Class C.

| | | |
|---|----|------|
| Where there is seating accommodation for less than 200 persons :— | | |
| License for one year (terminating on December 31) | 75 | 0 |
| License for one month | .. | 15 0 |
| License for one day | .. | 1 50 |

CORRECTION OF DEFECTS.

6. The Chairman may cause all such premises to be inspected from time to time, and if, as the result of such inspection, any defect or disorder be noticed in such premises in connection with and relating to any of the matters or things referred to in these by-laws, the Chairman may, by written notice, require the owner or lessee of such premises to make good such defects or disorder within a specified time to the satisfaction of the Chairman, and such owner or lessee shall be bound to comply with such requisition.

ALTERATIONS.

7. No subsequent alterations shall be made to such premises without the sanction of the Chairman in writing having been first obtained.

Notice of any intended structural addition to, or alteration of, any such premises shall be given in writing to the Chairman by the licensee or owner of, and shall be accompanied by drawings, elevations, and sections, block plan and specification of the works to be executed similar to those required in the case of premises to be certified for the first time by the Chairman, and shall show such intended addition or alteration.

The Chairman may, if necessary, cause a fresh survey of such premises to be made, but the cost of such survey shall be borne by the licensee or owner.

PRECAUTIONS AGAINST FIRE.

8. The question as to whether the materials of which the building is constructed are of an inflammable nature shall be decided by the Chairman or an officer authorized by him.

9. In all such premises the floors, tiers, and roof of the auditorium, and all parts used by the public shall be constructed of fire-resisting materials to the satisfaction of the Chairman.

Nosoft wood or other inflammable wall linings, partitions, screens, or barriers shall be used in any part of such premises, and no cavities shall be left behind any linings. All wood-work of the stage shall be rendered non-inflammable or be made of hard wood.

The proscenium which separates the stage from the auditorium shall be constructed of fire-resisting materials such as may be approved by the Chairman.

10. The licensee shall provide or cause to be provided sufficient appliances and supply of water for the prevention and extinguishing of fire. The premises shall be provided with such hydrants and lengths of hose as the Chairman may require.

11. Hose, buckets filled with water, blankets or rugs, and dry sand as may be required by the Chairman shall be provided, and shall be kept in such positions and be indicated in such manner as the Chairman may direct.

12. A responsible person approved by the Chairman and paid by the owner of such premises shall be deputed to keep all fire appliances ready for use.

13. Hatchets, hooks, and other appliances for taking down hanging scenery in case of fire shall be always kept in readiness for immediate use.

14. The Chairman may order the owner or lessee of any such premises to provide the same with direct telephonic communication with the nearest fire station.

14A. No inflammable or explosive substance as petroleum, petrol, kerosine oil, carbide, or gunpowder, &c., in excess of the quantity required for one day's use shall be stored in the licensed premises.

The following rules 15 to 22, inclusive, shall only apply to upstairs buildings which are provided with one or more tiers:—

15. A drop curtain of some fire-resisting material, to be approved by the Chairman shall be provided in the proscenium opening, and it shall be completely dropped flush with the floor of the stage at least once during each performance.

16. The space above the stage shall be of sufficient height to allow of all scenes and of the fire-resisting screen being raised above the top of the proscenium opening in one piece and without rolling. The roof over the stage shall not be of fire-resisting material or of heavy construction.

17. In all such premises where a stage with a proscenium is erected, such stage shall be separated from the auditorium by a brick proscenium wall not less than 15 inches in thickness, and such wall shall be carried up the full thickness to a height of at least 3 feet above the roof, such height being measured at right angles to the slope of the roof and shall be carried down below the stage to a solid foundation.

18. Not more than three openings shall be formed in the proscenium wall, exclusive of the proscenium opening.

19. No such opening shall exceed 24 square feet in area. Each of such openings shall be fitted with a wrought iron door hung so as to close of itself without a spring.

20. Dressing rooms shall be arranged in a separate block of buildings or divided from such premises by party walls, with only such means of communication therewith as may be approved by the Chairman.

21. All skylights and lantern lights in such premises which may be liable to be broken shall be protected by stout galvanized iron wire guards securely fastened on the outside.

22. The space underneath the stage shall be entirely closed, with the exception of such doors as the Chairman may approve, by a brick wall not less than 10 inches thick, and shall be kept entirely clear and empty from all inflammable material or rubbish.

CINEMATOGRAPH FIRE PRECAUTIONS.

23. (a) The cinematograph or apparatus shall not be placed inside the room or building occupied by the spectators, except with the written permission of the Chairman.

(b) The operating room shall be made as fireproof as possible, and only three openings allowed of not more than

12 inches in diameter, two for the projection of pictures and the other for the operator to look through.

24. (a) No smoking shall be permitted within the operating room or within 6 feet of any film.

(b) A bucket of dry sand and a blanket must always be kept in the operating room.

25. No more than three persons, inclusive of the operator, shall be allowed inside the operator's room at any one time during the exhibition.

26. No seats shall be placed within a radius of 6 feet of the operator's room where such room is allowed within the building.

27. Only those films which are necessary for the performance actually being presented may be kept inside the operator's room or screen; spare films shall be stored away from the main building.

The films, when not actually passing through the lantern, shall be kept enclosed in metal cases. The film which is passing through the lantern shall be re-wound, either automatically or by hand, upon another bobbin as fast as it emerges from the lantern front, or at least directed by one of the operators into a large box lined with asbestos board. A trough of glass full of alum water in front of the condenser, in order to intercept the heat from the illuminant, shall be provided if the Chairman so requires.

28. Dynamos with engines in connection with such premises shall be placed in ventilated chambers or buildings of fireproof construction. Such chambers or buildings shall be separated from such premises and from each other by brick walls and fireproof floors, and shall be enclosed upon one or more sides by external walls.

VENTILATION.

29. All parts of such premises shall be properly and sufficiently ventilated in a manner to be approved by the Chairman. All openings for ventilation shall be shown on the plans and described in the specification. All dressing rooms shall be provided with windows in the external walls.

ENTRANCES AND EXITS.

30. In all such premises two separate exits shall be provided for every tier or floor which accommodates not more than 300 persons, and additional exits shall be provided for every 250 or part of 250 persons above 300. In calculating the number of persons which can be accommodated in any tier of such premises, the standing space from which a view of the performance can be obtained shall be considered, as well as the seated areas. For this purpose standing room shall be calculated at $1\frac{1}{2}$ foot square for each person, or $2\frac{1}{4}$ square feet (1 ft. 6 in. by 1 ft. 6 in.).

31. Two separate direct exits shall be provided from the stage, and one separate direct exit from each dressing room.

32. Every exit must have a clear width of not less than 5 feet (except those from the dressing rooms which may have a clear width of not less than 4 feet), and must deliver direct on to an open space or thoroughfare or on to an open verandah, the floor of which is not at any point more than 2 feet above the level of the ground below.

33. All exit and other doors or openings in such premises used by the public for the purposes of exit shall be indicated by notices clearly painted to the satisfaction of the Chairman in 7-inch letters. Such notices shall, where possible, be painted over such doors or openings at a height of at least 6 feet 9 inches above the floor.

The words "no exit" shall be clearly painted in 7-inch letters at least 6 feet 9 inches above the floor over all doors or openings which are in sight of the audience, but which do not lead to exits.

Each exit shall be provided with a lamp fitted over the doorway with the word "Exit" clearly painted on the glass, each lamp shall be fitted with an oil burner burning a slow burning oil, not kerosine, or else a candle; the lighting of each lamp shall be independent of the lighting of the main building.

34. Where exits are closed by doors, the doors shall open outwards, and shall be so constructed that they can be pushed open easily and at once from the inside.

35. All doors and all gates used for entrances shall be made to open outwards; or if made to open both ways, they shall be so fitted that, when opened inwards, they can be locked back against the wall in such a manner as to require a key to release them.

36. All doors leading from exit passages, staircases, or corridors to other parts of such premises shall be hung so as to be closed by the stream of persons passing from the auditorium to the street, and shall be fitted with springs.

37. All barriers shall be made to swing or to open outwards with no other fastenings than approved bolts.

38. All doors shall be so hung as not to obstruct, when open, any gangway, passage, staircase, or landing, and no door handles or other fittings shall project into exitways more than 1½ inches when the doors are open.

39. No locks, bolts, or locking bars or other obstructions to exits, other than those hereinbefore mentioned, shall be fitted on any doors, gates, or barriers.

CORRIDORS AND PASSAGES.

40. All corridors and passages leading from a tier or floor shall not be less than 5 feet wide, if the tier or floor accommodates not more than 250 people, and not less than 10 feet wide if it accommodates more than 250 and not more than 500 people.

Provided that where a tier or floor accommodates not more than 500 people and a third exit is provided, the width of corridors and passages need not exceed 5 feet.

If a tier or floor accommodates more than 500 people, then for every 250 or part of 250 people over and above 500 an additional width of 5 feet shall be added to the corridors and passages leading therefrom. Where possible, inclines shall be used instead of steps.

41. All corridors and passages shall be kept absolutely free, and no corridor or passage shall be used as a cloak room or otherwise obstructed in any way.

42. There shall be no recesses or projections in the walls of corridors or passages within 5 feet of the floor.

43. All staircases intended for the use of the audience shall be at least 5 feet wide at their narrowest part, if they communicate with exits from tiers accommodating not more than 300 persons; and shall be at least 7 feet wide at their narrowest part, if they communicate with exits from tiers accommodating more than 300 persons.

44. All staircases shall be provided with treads not less than 11 inches wide, and with risers not more than 6 inches high (each lapping at least 1 inch over the back edge of the step below it), without winders, in flights of not more than fifteen or less than three steps each.

45. No staircase shall have more than two flights of fifteen steps each without a turn, the depth of the landing between such flights being at least the same as the width of the staircase.

46. A continuous and uninterrupted handrail shall be fixed on both sides of all steps and landings, and shall be supported by strong metal brackets built into the wall, and such handrails and brackets shall not project more than 3 inches.

47. No door shall open immediately upon a flight of steps, but a landing with a minimum distance of 3 feet between the door and the steps shall be provided between such steps and the doorway.

SEATING ACCOMMODATION.

48. The seating area assigned to each person shall be not less than 2 feet deep and 1 foot 6 inches wide in all parts of the auditorium where no backs or arms are provided to the seat, and not less than 2 feet 4 inches deep and 1 foot 8 inches wide where backs or arms are provided. In all cases, however, there shall be a space of at least 1 foot and 6 inches in depth between the front of one seat and the back of the seat immediately in front measured between perpendiculars. Where chairs, and not fixed seats, are used, they shall (except in boxes) be battened together at a distance of not less than 1 foot 8 inches from centre to centre where they have arms, and 1 foot 6 inches where they are without arms, and in lengths of not less than six chairs together.

49. Each block of seating shall be provided with gangways not less than 3 feet wide to the satisfaction of the Chairman.

LIGHTING.

50. In cases where any premises are lighted by electric light or gas additional means of lighting for use in the event of the failure of the light, shall be provided in such premises for the auditorium, corridors, passages, exits, and staircases by a sufficient number of oil lamps, of a pattern to be

approved by the Chairman, properly secured to a non-inflammable base, and placed, if possible, out of reach of the public. Such lamps shall be kept alight during the whole time the public are in such premises. No mineral oil shall be used in such lamps.

No swinging light shall be suspended inside the licensed premises except by means of metal wires or rods.

51. Before the installation of electric light or gas or any electrical work or gas apparatus, and before any alterations or additions to the electrical or gas installations are commenced, plans and specifications must be submitted and the sanction of the Chairman obtained in writing.

52. When an electrical or gas installation has been sanctioned and passed, it must be maintained in thorough, safe working order and according to these rules.

The Chairman may appoint a competent person to inspect and certify in writing at the end of each half-year that the electrical or gas installation is in safe working order. The Chairman may at his discretion authorize inspection at any time, and should the installation be found in a dangerous condition, the Chairman may prohibit its further use until the faults have been rectified, and a certificate furnished to that effect. All electrical installations shall be erected and maintained in strict accordance with the latest edition of the Institution of Electrical Engineers and Phoenix Fire Office rules of Great Britain when not specified otherwise in these by-laws.

53. *Main Circuits.*—All premises lighted by electric light shall have at least three separate and distinct main circuits: A for the stage, and B and C for the auditorium, corridors, exits, and all parts of such premises which are open to the public. The circuits B and C shall be so arranged that approximately half the lights in each division of the auditorium and half those in each corridor, exit, &c., shall be on B circuit and the other half on C circuit, and, as far as practicable, the lights on the two circuits shall be placed alternately. In no case may the two circuits be combined in one fitting, nor shall the wires or leads for one circuit be placed in the same box, tube, casing, or other covering as those of another circuit.

54. *System of Supply.*—Where supply is given on the three-wire system, circuits A and B or A and C shall be supplied from the opposite side of the system. The main leads, &c., for circuit A shall, where possible, be kept entirely on the stage side of the proscenium wall, and those for circuits B and C entirely on the auditorium side of that wall. If it is desired to control a portion of the lights in the auditorium from the stage board (circuit A), this shall be permitted if a sufficient number of lights for safety purposes be maintained on circuits B and C in each portion of the auditorium entirely independent of the stage. The number and position of such lights shall be subject to the approval of the Chairman. No other premises and no other part of the same premises than that for which the installation has been sanctioned under rule 51 shall be supplied electric current from the mains or apparatus installed under such sanction.

55. (1) *Conductors.*—The whole of the conductors throughout such premises shall be of tinned copper having a conductivity which shall in no case be less than 100 per cent. of Mathiessen's standard of pure copper, as defined by the Committee on Copper Conductors, 1899. No conductor of less cross-sectional area than equivalent of 1/18 S. W. G. shall be used. All conductors of a cross-sectional area greater than 1/18 S. W. G. shall be stranded. The current density shall in no case exceed 1,000 amperes per square inch.

(2) *Insulation.*—All conductors shall be substantially and carefully insulated with the very best pure and vulcanized indiarubber, and indiarubber coated-tape properly protected externally by braided flax or cotton treated with a suitable and recognized preservative coating, or insulated and protected by such other means as may be approved at the time. The insulation resistance of conductors used must not, in any case, be less than 600 megohms per mile.

(3) All conductors shall be efficiently protected from mechanical injury; where conductors pass through walls, floors, or ceilings, they shall be protected by armoured insulating conduit or by glazed stoneware, porcelain tube, or other approved method.

In roof lofts and similar situations conductors must be fixed to porcelain cleats where the pressure of supply is

above 110 volts and in all damp situations, and the porcelain cleats for 1/18 and 1/16 wires or equivalents must not be spaced more than 18 inches apart; proportionately greater distance are allowed for cleating larger conductors.

(4) *Flexibles.*—Flexible conductors, if composed of wires smaller than No. 25 S. W. G., shall be of untinned copper wire; if composed of larger wire, the wire shall be tinned. They shall be insulated with pure and vulcanized india-rubber, and shall have an insulation resistance of not less than 600 megohms per mile, and shall be protected on the outside by a stout braiding and rubber tube where necessary, as, for instance, in the orchestra. Should any of these flexible conductors be damaged, they shall at once be replaced. No flexible of less equivalent sectional area than 62/38 S. W. G. shall be used.

56. *Circuits.*—In all circumstances complete metallic circuits shall be employed. Gas and water pipes shall never form part of any electric circuit. The main circuits, A, B, and C, shall be subdivided as may be necessary. The number of lamps shall be so subdivided that no sub-circuit shall carry more than 5 amperes in the case of the auditorium, corridors, &c., or 20 amperes in the case of the stage; and each sub-circuit shall start from a distributing board. The same sub-circuit shall not be used for arc lamps and incandescent lamps. Lights outside buildings shall be on sub-circuit entirely independent of inside lights. These outside sub-circuits may carry any currents not exceeding 20 amperes. Circuits for power purposes shall be kept distinct and separate from lighting circuits. All circuits shall be provided with a fuse on each pole, and the two fuses shall not be contained in the same chamber. All circuits carrying not more than 5 amperes shall be provided with a switch on one pole, and all circuits carrying over 5 amperes shall be provided with a double pole switch. Cinematograph arc projectors shall be provided with separate circuits each controlled by a double pole fuse and switch.

57. *Joints.*—No joints whatever shall be made in any cable or wire without the permission of the Chairman. Joint boxes shall be used where a joint would otherwise be unavoidable, and they shall be of porcelain or other approved material entirely, mounted upon blocks, the junction being made in an approved manner.

58. *Cut-outs, Switches, Fittings, &c.*—(1) All circuits shall be efficiently protected by fuses placed only at the distribution boards, which shall be in positions easily accessible to the staff, but inaccessible to the public. All fuses shall be of such pattern and shall be fixed in such a position as to admit of replacement. All cut-outs shall be so constructed that fused metal in falling cannot cause a short circuit or an ignition, and all terminals of same shall be of ample size to carry without heating the current for which they are intended. All cut-outs shall be so marked as to show what circuits or lamps they control.

(2) All exposed metalworks, such as fittings, switch, and fuse covers, &c., shall be efficiently insulated from the circuits. All switches, cut-outs, ceiling roses, wall and floor sockets, and lamp holders shall have non-inflammable bases and covers. All switches and cut-outs shall have sufficient length of break, and shall be constructed so as to prevent the risk of formation of an arc. All lamp holders shall be of bayonet-socket or other approved form, and shall be fitted with porcelain bridges or some equivalent separation between poles. All switches shall be of ample size to carry the currents for which they are intended without heating, and shall be so constructed that it will be impossible for them to remain in any position intermediate between the "on" and the "off" position, or to permit of a permanent arc or short circuit.

(3) All fittings shall be suspended in an approved manner, and special care shall be taken to avoid risk of the suspension falling from any cause. Combined gas and electric fittings shall not be used. All switch and fuse boards which are not fitted with front connections shall be so mounted as to give instant and easy access to the connections at the back of the board, and shall be provided with dividing strips between poles, both at back and in front, and proper lock-up cases with glass fronts, the glass (unless of adequate thickness) being protected by a wire guard.

59. *Lighting of Distributing Boards.*—There must be a bracket carrying an 8-candlepower lamp fixed over each main distributing board, and connected through an independent switch and single pole fuse to the bus bars of that board.

60. *Casing and Capping.*—If casing be used, it shall be spaced from the walls on stoneware distance pieces; it shall be of hard wood; and each conductor shall be laid in a separate groove, unless previous permission be obtained to vary this condition. In no circumstances shall wires of opposite polarity be laid in the same groove, nor wires of the same polarity belonging to any one of the different circuits A, B, and C. Casing shall, as far as possible, be placed in sight, and the conductors shall always be accessible. Casing shall not be used where it is liable to injury from weather or leakage of water.

61. *Stage Lighting.*—(1) If the switch board connections are made at the back of the board, there shall be a space of not less than 3 feet between the wall and the back of the board, or such larger space as may be necessary to ensure the thimbles and connections being at all times easily accessible, or, as an alternative provision shall be made, by hinging the board and placing it on rollers, for rendering the back of the board accessible without breaking the connections or dismantling the board. No metal work in connection with the circuits shall be exposed or so fixed or constructed as to be liable to cause a short circuit.

(2) Lamps or battens, footlights, &c., shall be protected by stiff wire guards so arranged that no scenery or other inflammable material can come in contact with the lamps. No readily combustible material shall be used in connection with any lamps in such a manner that it might come in contact with the lamps. None but approved hard wood shall be used in connection with the lamps, and all wood shall be protected by incombustible material from the possibility of ignition by an arc between any two parts of the two conductors or by heated particles from any conductor or part of a conductor.

(3) Where a number of lights, as in the footlights, battens, &c., are supplied under control of one switch, the conductors shall be maintained throughout of a sanctioned section.

(4) The leads to the battens shall be specially guarded, particularly at the points where they join on to the battens, and a sufficient length shall be allowed to prevent the leads from receiving any injury through any movement of the battens, and this part of the leads shall be protected by leather or stout waterproof canvas hose properly fixed. The battens shall be suspended by at least three wire ropes attached to insulators on the battens. On no account shall the same battens be adapted for gas and electric light. All wall sockets and plugs shall be of approved and of specially substantial construction.

62. *Arc Lamps.*—Arc lamps shall not be used inside such premises without special permission, and, when used, special precautions shall be taken to guard against danger from falling glass or incandescent particles of carbon. All parts of the lamps, lanterns, and fittings which are liable to be handled (except by the persons employed to trim them) shall be insulated from the framework. In no case shall arc lamps be suspended by the conductors.

63. *Resistances.*—Resistances for regulating the power of lights or motors or for other purposes shall be mounted on incombustible bases, and shall be so protected and placed at such a distance from any combustible material that no part of the resistance, if broken, can fall on such material, or *vice versa*. Liquid resistances shall be provided with proper trays and stands.

64. *Insulation Resistance.*—The insulation resistance of a system of distribution shall be such that the greatest leakage from any conductor to earth, when all branches are switched on, shall not exceed 1/10,000th part of the total current intended for the supply of the said lamps and motors, the test being made at the usual working E. M. F. Provided that this by-law shall not be held to justify a lower insulation resistance than 10,000 ohms.

65. *Supervision.*—The switching gear shall be in the hands of thoroughly competent manipulators.

66. *Motors, &c.*—Motors shall, if permitted, be subject to special conditions, but electric fans and similar motors not taking more than 300 watts may be used if separately wired from fuses on a proper distributing board.

67. *Plan of Wiring.*—A plan of the wiring shall be always kept in a prominent position in the office of the manager of such premises, and shall be corrected as often as may be necessary to keep it up to date.

TEMPORARY ELECTRICAL INSTALLATIONS.

68. When it is desired to install a temporary electrical installation, notice must be given to the Chairman in writing.

69. All conductors shall be adequately fixed and shall be similar to the conductors for permanent installations, and in all cases where they are within reach of the public they shall be cased. All joints shall be soldered if to be used for more than seven days, but conductors larger than 7/20 for any period must be soldered, and in all cases all joints must be taped and protected, but approved joint or connecting boxes may be substituted for joints if desired.

70. The circuits shall be subdivided as much as possible, no sub-circuits exceeding 10 ampères, except in the case of cinematograph arc projector circuits, and shall be controlled by a double pole fuse and switch.

71. All temporary work shall be removed when no longer required for the purpose for which sanction was originally given, and no temporary electrical installation shall remain in use for a longer period than three months.

72. Such special conditions as may be requisite in each individual case shall be attached to the consent of the Chairman for the use of temporary electrical installations, and rule 52 for permanent installations shall apply to temporary installations also.

LIMELIGHT.

73. In cases where limelight is used, the following conditions shall be observed:—

(a) All cylinders shall be tested to a pressure of 224 atmospheres, to the satisfaction of the Chairman, who may order such periodical examination as he thinks fit.

(b) Hydrogen and coal gas cylinders shall have left-handed threads for attaching connections, and shall be painted red.

(c) All cylinders shall be used within an approved safety regulator.

(d) All cylinders shall be suitably connected with the lantern by means of iron pipe, or by means of rubber tubing protected on the outside by canvas and coiled wire, and so arranged that it cannot be affected by the movement of the operator, or by others in the neighbourhood of the lantern.

(e) All such limelight apparatus shall be in charge of a competent person, to be approved by the Chairman, or by some person authorized by him.

(f) No gas shall be used otherwise than in cylinders under pressure. The use of bags is strictly prohibited.

74. In cases where gas is used, the following conditions shall be observed:—

(a) The footlights or floats shall be protected by fixed wire guards.

(b) The rows and lines of gas burners in the wings (which must commence at 4 feet at least from the level of the stage) shall be protected by fixed iron wireguards.

(c) All battens shall be hung by at least three wire ropes, and shall be protected at the back by a solid metal guard and wire fixed to a stiff iron frame at such a distance from the gas jets that no part of the scenery or decoration can become heated.

(d) All movable lights shall be fitted with flexible tubes, and the gas in every case shall be capable of being turned off by the tap on the stage as well as by that on the flexible tube.

(e) All flexible tubes shall be of sufficient strength to resist pressure from without.

(f) If there be a sun burner in such premises, it shall be provided with a pilot light, which shall be placed so that such sun burner can be lighted from the stage.

LATRINE ACCOMMODATION.

75. All such premises shall be provided with sufficient and separate latrine accommodation for the use of males and females respectively, and urinal accommodation for the use of males. Sufficient and separate accommodation shall be provided for the use of the artistes and orchestra.

LIGHTNING CONDUCTORS.

76. Such premises shall, where considered necessary by the Chairman, be provided with a lightning conductor to the satisfaction of the Chairman.

NATURE OF PERFORMANCE.

77. (a) When the Chairman has reason to believe that any public performance is about to be presented, and deems it advisable that such public performance should not be presented without a permit, the Chairman may, by general or special notice, prohibit the presentation of such public performance until a permit has been obtained.

(b) In the case where a public performance has been prohibited under rule 77 (a), the person desirous of presenting the same may apply to the Chairman for a permit, and until a permit has been granted no person shall present or assist in presenting or permit such public performance to be presented. The person applying for the permit shall specify in his application the nature of the performance he desires to present, his name and address, and any other information which the Chairman may require.

78. On receipt of an application for the grant of a permit the Chairman may call on the applicant to exhibit or to submit to him or to any other person named by him the public performance or a description of the public performance which he desires to present.

79. The Chairman after considering the application mentioned in rule 77 and the exhibition or description mentioned in rule 78, may, at his discretion, grant a permit. Such permit referred to if granted shall ordinarily be in the Form B attached, and shall specify the nature and description of the performance which may be presented, the name of the person or persons responsible for the presentation, the place where such performance may be presented, and the hours between which, and any special conditions under which, it shall be presented. When a permit has been granted for the presentation of a public performance, no person shall present or permit or suffer to be presented or assist in presenting any such public performance in contravention of the conditions of such permit.

80. Any permit granted under rule 79 may at any time be withdrawn, suspended, or modified by the Chairman at his discretion.

81. The Chairman may at any time require the person who is exhibiting a public performance or who may be desirous of exhibiting a public performance or the person who holds the license for the building or any one or more of them to exhibit to him, or to any other person or persons named by him, the public performance presented or intended to be presented or any part or portion thereof or to submit to him, or to any person or persons named by him, a description of such public performance or any part or portion thereof.

82. The Chairman may at any time by a written order prohibit the presentation by a licensee of any building, or by any other person, of any public performance or of any part or portion thereof, or may direct that any public performance or any part or portion thereof be presented subject to such conditions and restrictions as he may deem it expedient to impose.

PREVENTION OF OVERCROWDING.

83. (a) When the seating accommodation of the building is fully occupied notice boards shall be exhibited outside the premises to that effect, and the licensee shall not permit any more persons within the building except those permitted to stand as provided in rule 83 (b).

(b) Persons shall not be permitted to stand except in those places where special provision has been made for that purpose, and provided that they in no way obstruct any of the exits.

HOUR OF CLOSING.

84. No performance shall be continued later than 1 A.M., except with the special permission of the Chairman on any particular occasion.

MAINTENANCE OF ORDER.

85. The manager shall not allow any person in a state of intoxication to enter or remain on such premises.

ACCESS FOR INSPECTION.

86. Free access to inspect the licensed premises and to see that these rules are being carried out shall at all times be given to all persons authorized in writing on this behalf by the Chairman or by the Superintendent of Police of Kandy.

PENALTIES.

87. Every person guilty of a breach of any of these by-laws or of any order or prohibition of the Chairman under these by-laws shall be punishable (a) with a fine which may extend to fifty rupees, and, in the case of a continuing breach, with a fine which may extend to twenty-five rupees for every day during which the breach continues after conviction for the first breach; or (b) with a fine which may extend to twenty-five rupees for every day during which the breach continues after receipt of written notice from the Chairman to discontinue the breach.

The above rules shall not apply to any performances on private premises to which the public are not admitted.

ORIGINAL.

Form A.—License under Rule 4 under "The Public Performances Ordinance, No. 7 of 1912."

1. Name and address of the licensee :—.
2. Name and address of the manager of the licensed premises :—.
3. Situation and description of licensed premises :—.
4. Area of licensed premises :—.
5. Number of persons to be admitted at one time :—.
6. Total sitting accommodation :—.
7. The hours between which the premises may be kept open :—.
8. The purposes for which they may be used :—.
9. Total number of exits to be provided :—.
10. The amount of fee paid :—.
11. The date of expiry of the license :—.
12. Any special directions which the licensing authority may give under rule 3 :—.

This license is granted subject to the following conditions :—

- (1) It shall not be transferable except with the permission in writing of the licensing authority.
- (2) Not more persons than the number specified in item 5 shall be admitted at one time.
- (3) The number of exits specified in item 9 shall be maintained in accordance with the rules.

(4) The premises shall not be kept open except between the hours specified in item 7.

(5) The premises shall not be used for any purposes other than those specified in item 8.

(6) The special directions specified in item 12 shall be followed.

(7) No films which are likely to be subversive of public morality shall be displayed.

Place : —.

Signature : —.

Date : —.

Designation : —.

Signature of Licensee.

Form B.—Permit under Rule 79 of the Rules under "The Public Performances Ordinance, No. 7 of 1912."

1. Name of the person responsible for the public performance :—.
2. The place where the performance may be presented :—.
3. The hours between which it may be presented :—.
4. The nature and description of the performance :—.
5. Any special directions which the officer issuing the permit may give :—.

This permit is granted subject to the following conditions :—

- (1) It shall not be transferable except with the permission in writing of the officer issuing it.
- (2) The performance shall not be presented except at the place specified in item 2 and between the hours specified in item 3.
- (3) The performance shall not be different from that described in item 4.
- (4) The special directions in item 5 shall be followed.

Place : —.

Signature : —.

Date : —.

Designation : —.

Issuing Authority.

APPOINTMENTS, &c.

No. 99 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, by virtue of the powers vested in him by Clause XIII. of the Royal Instructions dated November 24, 1910, as amended by the Additional Instructions bearing date December 31, 1915, to appoint Mr. ROBERT NIEMANN THAINE provisionally, subject to HIS MAJESTY THE KING'S confirmation or disallowance, to be an Official Member of the Legislative Council of this Island, with effect from March 25, 1920, in place of the Hon. Mr. E. B. ALEXANDER and during the absence from the Island of the Hon. Mr. F. BOWES, C.M.G., or during HIS MAJESTY'S pleasure.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 25, 1920. Acting Colonial Secretary.

No. 100 of 1920.

MR. F. A. HAYLEY who was nominated to represent the European Urban Electorate in the Legislative Council during the absence from the Island of the Hon. Mr. E. R. WILLIAMS, having resigned his appointment on his departure from Ceylon, HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been

pleased, under the provisions of section 22 of Ordinance No. 13 of 1910, to nominate Mr. V. A. JULIUS to represent the European Urban Electorate in the Legislative Council, with effect from March 22, 1920, during the absence of the Hon. Mr. E. R. WILLIAMS.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 23, 1920. Acting Colonial Secretary.

No. 101 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has, by virtue of the powers in him vested by Clause XVI. (iii.) of the Royal Instructions, dated November 24, 1910, been pleased to appoint Mr. LAMBERT WILFRED ALEXANDER DE SOYSA, provisionally and subject to HIS MAJESTY THE KING'S confirmation or disallowance, to be an Unofficial Member of the Legislative Council of this Island during the absence from the Island of the Hon. Dr. HILARION MARCUS FERNANDO, M.D., B.Sc.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 22, 1920. Acting Colonial Secretary.

No. 102 of 1920.

MR. H. J. L. LEIGH-CLARE having been appointed a Cadet on the Civil Establishment of the Colony, His Excellency the Officer Administering the Government has been pleased to order that he be attached to the Colombo Kacheheri, with effect from March 22, 1920, until further orders.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 24, 1920. Acting Colonial Secretary.

No. 103 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments consequent on the departure of Mr. A. H. G. DAWSON, Acting Deputy Surveyor-General, on leave, with effect from March 21, 1920, or until further orders:—

Mr. C. R. LUNDIE to act as Deputy Surveyor-General.
Mr. G. K. THORNHILL to act as Assistant Surveyor-General.

Mr. C. H. VINCE, on his return from leave, to act for Mr. G. K. THORNHILL.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 26, 1920. Acting Colonial Secretary.

No. 104 of 1920.

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

Mr. H. R. R. BLOOD to be Extra Office Assistant to the Government Agent, North-Central Province; Additional Assistant Superintendent of Police, North-Central Province; and Additional Assistant Superintendent of Prison, Anuradhapura, with effect from March 4, 1920.

Mr. J. W. WARBY, Assistant Colonial Storekeeper, to act, in addition to his own duties, as Colonial Storekeeper, with effect from March 21, 1920, during the absence of Mr. J. GIBB from the Island, or until further orders.

Mr. J. E. DE ZOYSA to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Negombo; Superintendent of the Negombo Prison; and Assistant Collector of Customs, Negombo, *vice* Mr. W. S. DE SARAM, on March 27, 1920, or until the resumption of duties by that officer.

Mr. V. S. WIKRAMANAYAKE to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, and Superintendent of the Tangalla Prison, *vice* Mr. C. HARRISON-JONES, from April 2 to 11, 1920, or until the resumption of duties by that officer.

Mr. N. J. MARTIN to act as District Judge and Additional Police Magistrate, Chilaw, and Superintendent of the Chilaw Prison, *vice* Mr. C. COOMARASWAMY, from March 25 to 29, 1920, inclusive, or until the resumption of duties by that officer.

Mr. S. A. MARTIN to act as District Judge and Additional Police Magistrate for the Districts of Chilaw and Puttalam, and Superintendent of the Chilaw Prison, *vice* Mr. C. COOMARASWAMY, from March 30 to April

17, 1920, inclusive, or until the resumption of duties by that officer.

Mr. W. S. STRONG to act as District Judge and Additional Police Magistrate, Puttalam, *vice* Mr. C. COOMARASWAMY, from March 25 to 29, 1920, inclusive, or until the resumption of duties by that officer.

Mr. W. H. B. CARBERY to be, in addition to his own duties, Additional District Judge, Chilaw, on March 29, 1920.

Mr. A. DE ABREW to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kalutara, *vice* Mr. A. BEVEN, from April 1 to 14, 1920, or until the resumption of duties by that officer.

Mr. J. E. DE ZOYSA to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Negombo, and Superintendent of the Negombo Prison, *vice* Mr. W. S. DE SARAM, from April 1 to 18, 1920, inclusive, or until the resumption of duties by that officer.

Mr. H. E. NEWNHAM to be, in addition to his own duties, Additional District Judge, Kalutara, on March 16, 1920.

Mr. S. D. KRISTNARATNA to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Anuradhapura, with effect from March 4, 1920, until further orders.

Mr. C. L. WICKREMESINGHE to the office of Commissioner of Requests and Police Magistrate, Jaffna, Kayts, and Mallakam, and a Visitor of the Jaffna Prison, with effect from March 21, 1920, until further orders.

Mr. NIGEL I. LEE to act as Commissioner of Requests and Police Magistrate, and Municipal Magistrate, Kandy, *vice* Mr. A. N. HUTT, from March 26 to 28, 1920, or until the resumption of duties by that officer.

Mr. E. G. JONKLAAS to act as Additional Commissioner of Requests and Police Magistrate, Gampola, on March 23, 1920.

Mr. H. R. R. BLOOD to be, in addition to his own duties, Additional Commissioner of Requests and Police Magistrate, Anuradhapura, from March 22, 1920.

Mr. B. L. DRIEBERG to act as Additional Police Magistrate, Avissawella, on March 27, 1920.

Mr. W. LUDOVICI to be a Justice of the Peace and Unofficial Police Magistrate for the Central Province.

Mr. G. H. FERGUSON to be a Justice of the Peace and Unofficial Police Magistrate for the judicial districts of Tangalla and Hambantota.

Mr. F. W. MORRIS to be a Justice of the Peace and Unofficial Police Magistrate for the judicial district of Kurunegala.

Mr. M. H. RATTON to be a Justice of the Peace and Unofficial Police Magistrate for the judicial districts of Colombo, Kalutara, and Negombo.

Mr. A. PERIES to be a Justice of the Peace and Unofficial Police Magistrate for the judicial district of Chilaw.

Mr. G. HARBORD to be a Justice of the Peace and Unofficial Police Magistrate, for the District of Kandy, *vice* Mr. R. H. BRODIE.

Captain G. J. KNOWLES to be a Justice of the Peace and Unofficial Police Magistrate for the District of Nuwara Eliya-Hatton during the absence of Mr. H. NELSON BROWN from the Island.

Mr. A. C. YATES to be a Justice of the Peace and Unofficial Police Magistrate for the judicial district of Nuwara Eliya-Hatton, *vice* Mr. E. M. WYATT.

Mr. G. R. BELL to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Galle, *vice* Mr. B. W. LEEFF.

Mr. A. H. KERR to be a Justice of the Peace, and Unofficial Police Magistrate for the judicial division of Dumbura during the absence of Mr. R. C. H. ELLIS from the Island.

Messrs. C. J. HAY and C. B. COLLISON to be Visitors of the Deniyaya Hospital.

Mr. V. H. LEWIS, Inquirer for Siyane korale west, to be, in addition to his own duties, Inquirer for Alutkuru korale south for fifteen days from March 19, 1920, *vice* Mr. O. S. P. JAYASINGHA, or until further orders.

Mr. Y. L. A. MOHOTTIAPPUHAMY *alias* Y. L. APPUHAMY to be an Inquirer for Ambagamuwa korale in the District of Kandy, *vice* Mr. H. DINGIRI BANDA resigned.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 26, 1920. Acting Colonial Secretary.

No. 105 of 1920.

WITH reference to the Notification No. 93 of 1920, which was published in the *Government Gazette* of March 19, 1920, appointing Mr. A. V. VAN LANGENBERG to act as Commissioner of Requests and Police Magistrate, Gampola, with effect from the 18th idem, until further orders, it is hereby notified that HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. VAN LANGENBERG to be, in addition, Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, and to be a Police Magistrate under section 3 of Ordinance No. 4 of 1891 for the Revenue District of Kandy, with effect from the same date, until further orders.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 22, 1920. Acting Colonial Secretary.

No. 106 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint the under-mentioned gentlemen to be Visitors of the following hospitals:—

Undugoda Hospital.

Mr. G. O. TREVALDWYN.

Kegalla Hospital.

Mr. J. G. CRAIB.
Mr. P. F. ONDAATJE.

Aranayaka Hospital.

Mr. T. G. SALMON.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 20, 1920. Acting Colonial Secretary.

No. 107 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. KANAPATHIPILLAI THAMBIAH, of Batticaloa, to be a Notary Public at Batticaloa and throughout the judicial division of Batticaloa, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 19, 1920. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. G. A. JAYAWARDHANA to be an Additional Registrar of Lands for the District of Colombo, with effect from March 11, 1920, *vice* Mr. C. SARAVANAMUTTU.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 17, 1920. Acting Colonial Secretary.

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

ANDRAVASPATABENDIGE MANIMEL VAS GUNAWARDANA as Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province.

AKERU MUHANDIRAMALAGE JAYAWARDANA as Registrar of Births and Deaths of Weligepala division, in the Ratnapura District of the Province of Sabaragamuwa.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, March 23, 1920. Acting Colonial Secretary.

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

EKANAYAKA WASALA MUDIYANSELE KIRI BANDA UDANGAMUWA provisionally to be Registrar of Births and Deaths of Matale Udasiya pattu division, and of Marriages

(Kandyan and General) of Matale south division, in the Matale District of the Central Province, with effect from April 1, 1920, *vice* Registrar, P. B. TALGAHAGODA, resigned. His office will be at Waragastennevatta in Udangamuwa.

HINIDUMA LIYANAGE AGILIAS DE SILVA to be Registrar of Marriages (General) of Four Gravets of Galle and Akmeemana division, in the Galle District of the Southern Province, with effect from March 31, 1920, *vice* G. A. JAYAWARDHANA, transferred. His office will be at the Galle Kachcheri.

MARISALPILLAI SEBAMALAI of Palaikkuli provisionally as Registrar of Births and Deaths of Mantai North division, in the Mannar District of the Northern Province, with effect from April 1, 1920, *vice* M. S. MATHESPILLAI, dismissed. His office will be at Registrarvalavu in Palaikkuli.

UKKU BANDA ILANGASINHA provisionally as Registrar of Births and Deaths of Medapattu division, and of Marriages (Kandyan and General) of Tamankaduwa division, in the Anuradhapura District of the North-Central Province, with effect from April 1, 1920, *vice* Registrar, P. B. DODANWALA, resigned. His office will be at Gansabhawa building in Topawewa.

DASANAYAKA MUDIYANSELAGE HARRY GUNASEKERA BANDA to act as Registrar of Births and Deaths of Kaltota division, and of Marriages (Kandyan and General) of Meda korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three weeks, with effect from March 26, 1920, *vice* Registrar, D. M. PUNCHI BANDA, on leave. His office will be at the permanent Registrar's office in Nedungomuwa.

IMIYAHAMILLAGE JOTHAMI to act as Registrar of Births and Deaths of Kiriella division, and of Marriages (Kandyan and General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for six days, with effect from March 26, 1920, *vice* Registrar, M. A. HARMANIS APPUHAMY, on leave. His office will be at the permanent Registrar's office in Epitawala.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, March 23, 1920.

B. HORSBURGH,
Acting Colonial Secretary.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed TIADORIS JERONIMUS EDIRISINGHE to act as Registrar of Births and Deaths of Kandana division, and of Marriages (General) of Ragam pattu of Alutkuru korale south division, in the Colombo District of the Western Province, for two days from March 21, 1920, during the absence of the Registrar, DON FIDELIS SENEVIRATNE JAYASURIYA, on leave. His office will be at Kahatagawatta in Rilaula.

The Additional Assistant Provincial Registrar, Colombo, has appointed SEMBUKUTHI ABACHCHIGE MANUEL SILVA to act as Registrar of Births and Deaths of Otara West division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for five days from March 23, 1920, during the absence of the Registrar, HENRY RICHARD DE SILVA, on leave. His office will be at Kurunduwatta in Daluwakotuwa.

The Assistant Provincial Registrar, Kandy, has appointed DAMUNUPOLA ATANDE HERAT MUDIYANSELE DINGIRI BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Tumpane No. 2 division, in the Kandy District of the Central Province, for thirty days from March 20, 1920, during the absence of the Registrar, A. H. M. KIRI BANDA, on leave. His office will be at Atandagewatta in Damunupola.

The Assistant Provincial Registrar, Kandy, has appointed WATUPOLA KANDURE BANDARALAYE DORANEGAMA HIN BANDA SENEVIRATNA to act as Registrar of Births and Deaths, and of Marriages (General) of Harispattu No. 1 division, in the Kandy District of the Central Province, for twenty days from April 1, 1920, during the absence of the Registrar, T. B. SENEVIRATNA, on leave. His office will be at Alutwalawwa in Doranegama.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed PIN BANDA ANDERAWEWE to act as Registrar of Births and Deaths of Oyapalata division, and of Marriages (General) of Walapane (excluding the portion included in the gravets) division, in the Nuwara Eliya District of the Central Province, for thirty days from April 1, 1920, during the absence of the Registrar, L. B. ANDERAWEWE, on leave. His office will be at Ketakandura.

The Additional Assistant Provincial Registrar, Matara, has appointed DON SAMUEL GOONESEKARA to act as Registrar of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern Province, for twenty-one days from March 18, 1920, during the absence of the Registrar, D. C. GOONESEKARA, on leave. His office will be at Basgewatta in Walgama.

The Additional Assistant Provincial Registrar, Matara, has appointed DON HENDRICK SEPARAMADU PINIDIYA to act as Registrar of Births and Deaths of Matara Four Gravets No. 2 division, and of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern Province, on March 19, 1920, during the absence of the Registrar, A. DE S. WEERASINGHE, on leave. His office will be at Gasyatawatta *alias* Gal adagewatta in Tudawa (Marriages Births, and Deaths), and Dissawagewatta in Weliwariya (Marriages).

The Additional Assistant Provincial Registrar, Hambantota, has appointed GRIGORIS DIAS RATNATUNGA to act as 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, for five days from March 15, 1920, during the absence of the Registrar, C. G. KANDAMBY, on leave. His office will be at Inginigahahena in Angulumaduwa; additional office: Ambagahawatta in Kudahilla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON SAUNDIBIS GUNASEKARA WELLAPPULI to act as Registrar of Births and Deaths of Walasmulla Uppu division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for four days from March 17, 1920, during the absence of the Registrar, D. C. G. WELLAPPULI, on leave. His office will be at Pallehawatta in Iththademaliya.

The Additional Assistant Provincial Registrar, Hambantota, has appointed KODIKARAGE DON ALLIS to act as Registrar of Births and Deaths of Julampitiya division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for six days from March 18, 1920, during the absence of the Registrar, K. D. PENERIS, on leave. His office will be at Masmorugahawatta in Hillegrayina.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON CAROLIS JAYASUNDERA DISSANAYAKA to act as Registrar of Births and Deaths of Wewugam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for four days from March 19, 1920, during the absence of the Registrar, D. D. KULATUNGA, on leave. His office will be at Puchiwalawwewatta in Dabarella.

The Assistant Provincial Registrar, Jaffna District, has appointed CHITAMPARANATAR CHELLAIYA to act as Registrar of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for thirty days from March 2, 1920, *vice* the Registrar, C. KANAGASAPAI, deceased. His office will be at Pattantoddam in Inuvil station: Toranakkadavai in Chunnakam.

The Assistant Provincial Registrar, Jaffna District, has appointed ARUMUKAM KANAPATIPILLAI to act as Registrar of Marriages (General) of Punakari division, in the Jaffna District of the Northern Province, for one week from March 6, 1920, during the absence of the Registrar, P. RAJAKOPAL, on leave. His office will be at Sopalapiddu in Madduvilnadu.

The Assistant Provincial Registrar, Jaffna District, has appointed PONNAMPALAM CHELLAPPAN to act as Registrar of Births and Deaths of Varani division, and of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for two weeks from March 13, 1920, during the absence of the Registrar, R. N. LAWRENCE, on leave. His office will be at Kakkarantavalavu in Idakkuricheli; station: Punkankenivalavu in Chavakachcheri.

The Assistant Provincial Registrar, Jaffna District, has appointed IYAKKOPILLAI ANTONIPILLAI to act as Registrar of Births and Deaths of Mukamalai division, and of Marriages (General) of Pachchilaipalli division, in the Jaffna District of the Northern Province, for thirty days from March 15, 1920, during the absence of the Registrar, P. VAYITTIYAMPILLAI, on leave. His office will be at Paddikkarawalavu in Kilali; station: Innasikkadu in Periyapalai.

The Assistant Provincial Registrar, Kurunegala, has appointed LANSAKARA KULATUNGA MUDIYANSELE PINCHI BANDA to act as Registrar of Births and Deaths of Hewawissa korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for eleven days from March 10, 1920, during the absence of the Registrar, K. B. ALAWALA, on sick leave. His office will be at the permanent Registrar's residence at Alawala.

The Assistant Provincial Registrar, Kurunegala, has appointed PUNCHI BANDA ABAYAKOON to act as Registrar of Births and Deaths of Udukaha korale east division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, for five days from March 16, 1920, during the absence of the Registrar, P. B. TILLAKARATNA, on leave. His office will be at the permanent Registrar's residence at Boyawalana.

The Assistant Provincial Registrar, Kurunegala, has appointed CHANDRASEKERA MUDIYANSELAGE LOKU BANDA to act as Registrar of Births and Deaths of Madure korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for thirty days from March 17, 1920, during the absence of the Registrar, R. B. BOYAGODA, on leave. His office will be at the permanent Registrar's residence at Paragoda.

The Additional Assistant Provincial Registrar, Puttalam has appointed CHRISTOPHER DE ROSAIRO, Udaiyar of Kattaikadu, to act as Registrar of Births and Deaths of Akkarai pattu south, Southern division, and of Marriages (General) of Akkarai pattu south division in the Puttalam District of the North-Western Province, for fourteen days from March 1, 1920, during the absence of the Registrar, W. B. MUTTUKUMARU, on leave. His office will be at Rajatottam in Kattaikadu.

The Additional Assistant Provincial Registrar, Puttalam, has appointed CHRISTOPHER DE ROSAIRO, Udaiyar of Kattaikadu, to act as Registrar of Births and Deaths of Akkarai pattu south, Southern division, and of Marriages (General) of Akkarai pattu south division, in the Puttalam District of the North-Western Province, for sixteen days from March 15, 1920, *vice* Registrar, W. B. MUTTUKUMARU, resigned. His office will be at Rajatottam in Kattaikadu.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw, has appointed JAMES HERAT RANDENI to act as Registrar of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for ten days from March 22, 1920, during the absence of the Registrar, P. D. P. PERERA, on leave. His office will be at his residence at Ihalagama.

The Additional Assistant Provincial Registrar, Puttalam, has appointed JERONIMUS LEONARD LONGINUS DE ROSAIRO to act as Registrar of Births and Deaths of Kalpitiya division, and of Marriages (General) of Kalpitiya division and town, in the Puttalam District of the North-Western Province, for thirty days from March 26, 1920, during the absence of the Registrar, S. F. LAWRENCEPILLAI, on leave. His office will be at "Rose Bank" in Sthanakudiyiruppu.

The Assistant Provincial Registrar, Puttalam, has appointed JOSEPH STEPHEN PIERIS to act as Registrar of Marriages (General) of Puttalam pattu and gravets division, in the Puttalam District of the North-Western Province, for sixteen days from March 27, 1920, during the absence of the Registrar, R. M. THEVATHASAN, on leave. His office will be at the Puttalam Kachcheri.

The Additional Assistant Provincial Registrar, Puttalam has appointed CHRISTOPHER DE ROSAIRO, Udaiyar of Kattaikadu, to act as Registrar of Births and Deaths of

Akkarai pattu south, Southern division, and of Marriages (General) of Akkarai pattu south division, in the Puttalam District of the North-Western Province, for thirty days from March 31, 1920, *vice* Registrar, W. B. MUTTUKUMARU, resigned. His office will be at Rajatottam in Kattaikadu.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw, has appointed SIRIWARDENA MUDIYANSELAGE BANDAPPUHAMY to act as Registrar of Births and Deaths of Otara palata division, and of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, for thirty days from April 1, 1920, *vice* Registrar, R. BARONCHI APPUHAMY, retired. His office will be at the permanent Registrar's office at Haldanduwana.

The Assistant Provincial Registrar, Anuradhapura, has appointed JAYAWARDENA MUDIYANSELAGE UKKU BANDA to act as Registrar of Births and Deaths of Nuwaragam korale north division, and of Marriages (General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for thirty days from March 15, 1920, during the absence of the Registrar, C. M. KIRI BANDA, on leave. His office will be at Linelawatta in Diganagama.

The Provincial Registrar, Ratnapura, has appointed DON DAVID SENANAYAKE to act as Registrar of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for six days from March 15, 1920, during the absence of the Registrar, J. W. A. PERERA, on sick leave. His office will be at the Land Registry, Ratnapura.

The Provincial Registrar, Ratnapura, has appointed HANPUGAHAWATTE MUHANDIRAMALAGE TILLAKARATNA to act as Registrar of Births and Deaths of Mora ela division, and of Marriages (General) of Kadawat korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three weeks from March 11, 1920, during the absence of the Registrar, H. M. PUNCHIAPPANAMI, on leave. His office will be at the permanent Registrar's office in Naluwela.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, March 23, 1920. Acting Registrar-General.

IT is hereby notified that MAHAGAMAGE DON LEWIS, Registrar of Births and Deaths of Morawaka division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, will, with effect from March 20, 1920, hold his office at Wellewatta in Waralla, instead of at Paranawalawewatta in Waralla, as notified in the *Government Gazette* No. 6,587 of October 24, 1913.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, March 19, 1920. Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

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

| Name. | Pensionable Appointment. | Seconded Service. |
|---------------------|---|--|
| Mr. J. A. Maybin .. | An Officer in Class IV. of the Ceylon Civil Service | Second Financial Assistant to the Chairman, Municipal Council, Colombo |
| U. B. Unambuwa .. | Clerk in Class II., Grade III., of the Clerical Service | Work in connection with the distribution of rice, Kandy |

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, March 19, 1920.

HIS Excellency the Officer Administering the Government has been pleased, in terms of the regulations dated June 2, 1903, to grant the Colonial Auxiliary Forces Long Service Medal to Lieutenant Geoffrey Baird of the Irish Horse, late Lance-Corporal of the Ceylon Mounted Rifles.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, March 19, 1920.

IT is hereby notified that all communications between Superintendents of Estates, the Superintendent of Census, and the Commissioners of Census (i.e., the Government Agents, Assistant Government Agents, and the Chairmen of the Municipalities and the Local Boards) regarding Census matters will be allowed to pass free of postage.

The word "Census" should be written on the top left hand corner of the envelope or packet.

Colonial Secretary's Office,
Colombo, March 22, 1920.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

IT is hereby notified that the under-mentioned candidate has passed the Notaries' Final Examination with view to practising in the Tamil language :—

Mr. S. Kandiahpillai.

Colonial Secretary's Office,
Colombo, March 20, 1920.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

A MENDMENT made by the Officer Administering the Government of the Island of Ceylon in Executive Council, under sub-section (1) of section 62 of "The Municipal Councils Ordinance, 1910," to rule 23 of the rule for the grant of pensions or gratuities to officers and servants of the Colombo Municipality, published by Notification dated October 26, 1910.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, March 19, 1920.

B. HORSBURGH,
Acting Colonial Secretary.

AMENDMENT REFERRED TO.

23. (i.) When an officer is killed on duty or dies as a direct result of injuries received while on duty, or of illness, the contraction of which was specifically attributable to the nature of his duties, it shall be competent for the Council, with the sanction of His Excellency the Governor, to make an award to the widow and children, which ordinarily may be on the following scale :—

Pension to widow not to exceed 10/60th of the husband's salary and emoluments, or Rs. 100 a year, whichever is greater.

Gratuity to children, not exceeding Rs. 10, multiplied by the total number of their years, starting from the ages at the time of their father's death and ending

with 15 years, the total gratuity not to be less than Rs. 100, or more than Rs. 500. In the case of motherless children, the award may be at twice the usual rate.

(ii.) If the deceased does not leave a widow, and if his mother or other near relative was wholly dependent upon him for her support, the award which might have been made to the widow may be made to the mother or other such dependent relative.

(iii.) Pensions granted under this by-law shall cease on the re-marriage of the widow, but may be restored on re-widowhood, if the Council, with the sanction of His Excellency the Governor, shall so order.

"THE VOLUNTEER ORDINANCE, 1910."

THE following amendment to the rules and regulations relating to the Ceylon Defence Force made by the General Officer Commanding the Troops, under the provisions of sections 9 and 12 of "The Volunteer Ordinance, 1910," and approved by His Excellency the Officer Administering the Government, is published for general information.

In Appendix B delete the establishment under C. E., and substitute the following :—

| | D. E. L. Coy. | Signal Coy. | Total. |
|------------------------------------|------------------|----------------|----------|
| Lieutenant-Colonel or Major | 1 | — | 1 |
| Captains | 1 | 1 | 2 |
| Lieutenants and Second Lieutenants | 3 | — | 3 |
| Total Officers | 5 | 1 | 6 |
| Regimental Sergeant-Major | — | — | — |
| Company Sergeant-Majors | 1 | 1 | 2 |
| Company Quartermaster Sergeants | 1 | 1 | 2 |
| Sergeants | 4 | 2 | 6 |
| Corporals | 4 | 1 | 5 |
| Second Corporals | 4 | 2 | 6 |

| | D. E. L. Coy. | Signal Coy. | Total. |
|---|------------------|----------------|-----------|
| Lance-Corporals | 4 | 2 | 6 |
| Buglers | 2 | — | 2 |
| Sappers | 40 | 15 | 55 |
| Total other Ranks | 60 | 24 | 84 |
| Total all Ranks | 65 | 25 | 90 |
| Permanent Staff Regimental Sergeant-Major | 1 | — | 1 |

Colonial Secretary's Office,
Colombo, March 20, 1920.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

"THE HOLIDAYS ORDINANCE, 1886."

IT is hereby notified that His Excellency the Officer Administering the Government has been pleased, under the provisions of section 9 of Ordinance No. 4 of 1886, to appoint Tuesday, April 13, 1920, to be a Bank Holiday on account of the Hindu New Year.

Colonial Secretary's Office,
Colombo, March 23, 1920.

By His Excellency's command,
B. HORSBURGH,
Acting Colonial Secretary.

"THE ESTATE DUTY ORDINANCE, 1919."

RULES made by His Excellency the Officer Administering the Government in Executive Council, in pursuance of the provisions of "The Estate Duty Ordinance, No. 8 of 1919," in supersession of the rules promulgated with the Notification dated September 11, 1919, and published in the *Ceylon Government Gazette* No. 7,053 of September 19, 1919.

Colonial Secretary's Office,
Colombo, March 19, 1920.

By His Excellency's command,
B. HORSBURGH,
Acting Colonial Secretary.

RULES.

1. *Short title.*—These rules may be cited as the Estate Duty Rules of 1920.

2. *Interpretation.*—In these rules the term "Commissioner" means "the Commissioner of Stamps."

"The said Ordinance" means "The Estate Duty Ordinance, No. 8 of 1919."

3. *Affidavit as to Estate.*—The statement of property and declaration required to be lodged with the proper officer in terms of section 21 (1) of the Ordinance shall set forth the particulars and value of the estate of the deceased person according to the Form A in the schedule annexed, and the statement of property shall be furnished in duplicate if so required by the Commissioner.

The statement of property and declaration required to be delivered to the proper officer in terms of section 21 (4) of the Ordinance shall set forth the particulars and value of the beneficial interest passing to the applicant upon such death according to the Form B in the schedule annexed, and, if accompanied by an application in terms of section 24 (2) of the Ordinance, shall further set forth the particulars according to statement B of Form B in the schedule annexed.

4. *How Form to be filled.*—In the statement of property required to be lodged with the proper officer in terms of section 21 (1) of the Ordinance, the assets and debts of the deceased shall be classified according to the several headings shown in the Form A.

In any cases where no asset exists corresponding to the headings set out in Form A, the word "nil" must be written against each of them.

Property coming under each of the above headings must be particularized in schedules. If there are any assets not coming properly under any of these headings, such assets must be included in a schedule under the special heading provided.

5. *Aggregation.*—If it is claimed that any part of the property set forth in the statement of property furnished is not aggregable with the deceased's free property, but forms an estate by itself in terms of section 15 (1) and (2), a separate statement should be annexed showing the property not so aggregable.

6. *Claims to Exemption from Duty.*—Property of the deceased in respect of which exemption from estate duty is claimed must be shown in the Statement C attached to Form A. If no property exists corresponding to the headings in the Statement C, the word "nil" must be written against each of them. The grounds upon which exemption is claimed must be fully set forth at the foot of the statement.

7. *Payment of Duty.*—If the person accountable for duty has been allowed to pay the duty by instalments, he shall forthwith appear before the Commissioner or other officer appointed by him for this purpose, and execute a bond according to the Form G.

8. *Payment to be in Cash.*—All payments to the Commissioner in respect of duties under the said Ordinance shall be made in cash.

9. *Address of Service; Service by Post.*—Every account and statement furnished shall be headed with the address for service at which the person accountable under the said Ordinance, or the proctor acting on behalf of such person, may be served by the Commissioner with any notice which the Commissioner may require, or authorize to be delivered

to such person accountable or his or her proctor. Any such notice may be given or served by the Commissioner by sending the same through the post addressed to such person accountable or his or her proctor at the address for service named as aforesaid.

10. *Who to comply with Notice or Demand, &c.*—Any notice or demand sent by the Commissioner for the delivery or lodgment of any account, return, or form required by the said Ordinance, or for any document, book, or other particulars or explanations required by him for the purposes of the said Ordinance, shall be complied with by the executor, administrator, or other accountable person, and within the time prescribed in any such notice or demand.

11. *Record of Estate.*—When an estate has been recorded at the Stamp Office, a reference number shall be given thereto, and such reference number must be quoted in any dealings, correspondence, or inquiries relating to such estate.

12. *Noting-on Returns.*—The Commissioner may cause to be made on any completed forms or on any accounts or returns furnished to him for the purposes of the said Ordinance such additions, corrections, observations, or directions as he thinks fit. Such writing shall be made in a different coloured ink from that in which the original document has been made, and shall be noted by the person making it. Any writing so made shall not affect the validity of the original document, or relieve the person making the same from any proceedings or penalties incurred under the said Ordinance.

13. *Endorsement of Grant.*—Upon receipt of the certificate issued by the Commissioner under section 23 (3) of the Ordinance, the District Judge shall certify on the face of the grant of probate or letters of administration the fact and date of issue of the Commissioner's certificate, the value of the estate upon which duty was assessed, and the amount of duty assessed. No grant shall issue unless such certificate under the hand of the District Judge appears thereon. The certificate issued by the Commissioner shall be attached to the copy of the grant filed in the case.

14. *Subsequent Enhancement of Estate.*—If at the time when the final account is filed or at any time subsequent to the issue of the certificate by the Commissioner, it is brought to the notice of the District Judge that any property subject to estate duty is of greater value than that on which estate duty was actually computed, or that any property of the deceased not originally included in the estate was subsequently discovered, it shall be the duty of the District Judge to report the matter to the Commissioner. The District Judge shall also report to the Commissioner the results of sale of all property, movable and immovable, sold in the course of the testamentary proceedings.

15. *Forms.*—The forms set forth in the schedule hereto shall be used for the several purposes of the said Ordinance to which they are respectively applicable.

When any form provides that a schedule or statement may or shall be annexed thereto, the full particulars relating to the items to which such schedule or statement is to relate shall be fully set forth in a schedule to be numbered and annexed to the form; and such schedule shall be verified by a declaration to be made by the person furnishing such form.

Any such forms may be modified to meet the circumstances of any particular case.

SCHEDULE.

Commissioner of Stamps.
Form No. 1.

Name and address of accountable parties and/or proctor where notices may be served. District Court of ———
Ceylon. Testamentary Case No. ———

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Form A.—Declaration and Statement of Property for the Commissioner of Stamps.

(Section 21 of Ordinance No. 8 of 1919.)

In the Estate of ———

I (or We *), ———, being the executor,¹ administrator,¹ do solemnly, sincerely, and truly declare and affirm (or make oath and say) as follows:—

The Statement A hereto annexed is a full and true statement of all the property in respect of which duty has, subject to the proper deductions, become payable on the death of the above-named ———, of ———, who died on the ———, at ———, domiciled in ———

The deceased left a/no will, of which I (or We*) herewith exhibit certified copy.

The Statement B hereto annexed is a true statement of the deceased's funeral expenses; and of the debts or encumbrances incurred or created by him *bona fide* for full consideration in money or money's worth, wholly for the deceased's own use and benefit, which debts were due from the deceased at the time of his death without any right of reimbursement from any other estate or person.

The valuation set out opposite to the several items in Statement A fully and fairly represents, to the best of my knowledge, information, and belief, the values of the said items respectively at the date of the death of the deceased, and aggregates Rs. ———

The aggregate amount of the deductions as shown in the Statement B is Rs. ——— to the best of my knowledge, information, and belief.

The Statement C hereto annexed is a full and true statement of the property of the deceased in respect of which exemption from estate duty is claimed upon the grounds set forth therein, and the value of such property at the time of death was Rs. ——— to the best of my knowledge, information, and belief.

Sworn (or declared) by the above

named at ———, this ——— day of ———.

Here sign on a stamp of Rs. 1.

19—

Declarant.

Before me: ———

Sworn (or declared) by the above named at ———, this ——— day of ———.

19—

Declarant.

Before me: ———

¹ Strike out what is not necessary.

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Statement A.

| Particulars of Property.* | As per Schedule No. | Value of Property at Date of Death of the Deceased. |
|---|---------------------|---|
| | | Rs. c. |
| <i>Movables in Ceylon.</i> | | |
| 1. Money in hand or house .. | | |
| 2. Money in bank:— | | |
| (a) Current account .. | | |
| Interest up to date of death .. | | |
| (b) On fixed deposit Note No. ———, dated ——— | | |
| Interest due on the above from the ——— to the ——— at ——— per cent. .. | | |
| 3. Money in any other financial institution .. | | |
| Interest accrued on same .. | | |
| 4. Money out on mortgages and interest thereon to date of death .. | | |

Statement A.—contd.

| Particulars of Property.* | As per Schedule No. | Value of Property at Date of Death of the Deceased. |
|--|---------------------|---|
| | | Rs. c. |
| 5. Money out on bonds, bills, promissory notes, and other securities and interest thereon up to date of death .. | | |
| 6. Book debts .. | | |
| 7. Other debts .. | | |
| 8. Policies of insurance and bonuses, if any, thereon on the life of the deceased, including policies assigned by way of gift at any time or under settlement .. | | |
| 9. Saleable value of policies of insurance and bonuses, if any, on the life of any person other than the deceased .. | | |
| 10. Household goods, pictures, china, linen, apparel, books, plate, jewels, carriages, horses, motor cars, cattle, &c. .. | | |
| 11. Stock in trade, live and dead, farming stock, implements of husbandry, &c. .. | | |
| 12. Crops .. | | |
| 13. Stock in shop or business .. | | |
| 14. Profits of business from ——— to date of death .. | | |
| 15. Goodwill of business, valued at .. | | |
| 16. The deceased's share as a partner in the firm of ——— as per balance sheet annexed (signed by surviving partner), or, if none, estimated at .. | | |
| 17. Rents .. | | |
| 18. Property in Government securities, war bonds, inscribed stock, debentures, &c. .. | | |
| Interest accrued on same up to date of death .. | | |
| 19. Property in public companies .. | | |
| Dividends and interest to date of death .. | | |
| <i>Note 1.—Shares purchased in the name of another with money provided by the deceased and for the deceased's benefit must be included under this heading.</i> | | |
| <i>Note 2.—A broker's certificate of valuation as at date of death must be attached.</i> | | |
| 20. Joint investments, the deceased's share valued at .. | | |
| 21. Other movable property which does not come under any of the above headings, such as— | | |
| (a) Arrears of salary or pension .. | | |
| (b) Amount due as legacy from the estate of .. | | |
| (c) Annuities, bonuses, and other sums of money payable under the rules of any provident or mutual benefit society or lodge or friendly society .. | | |
| (d) Any movable property taken under any oral gift or other like disposition or any deed of gift, settlement, trust, assignment, delivery, or transfer effected by the deceased and not included in Statement C .. | | |
| Total .. | | |
| <i>Movables Outside Ceylon.</i> | | |
| 22. Movables, including shares, outside Ceylon, of any person domiciled in Ceylon .. | | |
| <i>Note.—The number of each share certificate must be quoted. Also see Note under item No. 19.</i> | | |
| Grand Total of Movables .. | | |
| <i>Immovables.</i> | | |
| 23. Immovable property valued at Rs. ——— .. | | |
| Rent or income outstanding at date of death .. | | |
| 24. Property taken under any deed of gift, settlement, trust, conveyance, assignment, or transfer effected by the deceased in his lifetime and not included in Statement C .. | | |
| 25. Leasehold property and other limited interests, such as life interest, &c., falling short of absolute title (see note (9) below) .. | | |
| Total .. | | |
| Total Value of Assets .. | | |

(Here sign this account) ———

* Notes.—(1) For the definition of the term "property," see section 2 of Ordinance No. 8 of 1919.

(2) Settled property should be separately shown. Life interests and other interests ceasing on the death of the deceased should likewise be separately shown, as different rates of duty are leviable under these heads under section 17 (6) of the Ordinance.

(3) In the term "property" should be included all income accrued upon the property of the deceased, also all rents, dividends, interest, and profits thereon down to and outstanding at the date of the death of the deceased.

(4) Assets should be valued as at date of death.

(5) If the space provided above proves insufficient, the totals only of the value of property under each heading of property should be shown here, the details of the property under each heading being particularized in separate schedules attached.

(6) In any case where no asset exists corresponding to the above headings the word "nil" must be written against each of them. If there are any assets not coming properly under any of the above headings, such assets must be included in a schedule under the special heading provided.

(7) If any property bears a Municipal assessment number, describe it by its Municipal number and street, and give its annual assessment and value estimated at so many years' purchase. In case of houses give monthly rental and value on the basis of that rental. In case of other property give situation (district, korale, division, and

village), extent, and nature and age of plantation on it. Rent and income due and outstanding at date of death should be shown separately.

(8) In the case of leaseholds give date of lease, name of lessor, period of lease, number of years remaining, the annual profit derived, the number of years' purchase at which the interest is valued.

(9) Under item 25 above must be included the increase of benefit accruing to any person or persons upon the extinction or determination of any charge, estate, or interest in respect of any property, subject to any charge, estate, or interest determinable by the death of any person, or at any period ascertainable only by reference to death.

"THE ESTATE DUTY ORDINANCE, No. 8 of 1919."
Statement B.

Details of funeral expenses
(The cost of mourning or tombstone or of customary almsgivings and commemorative ceremonies cannot be deducted.)

Debts or encumbrances incurred or created by the deceased *bona fide* for full consideration in money or money's worth, wholly for the deceased's own use and benefit, with particulars of documents whereby such debts or encumbrances were incurred or created, with dates of same, viz. :—

| Name and Address of Creditor. | Description of Debt (i.e., Date and short Particulars of any Security). |
|-------------------------------|---|
|-------------------------------|---|

Total ..

(Signed) _____

Note.—No debt in respect of which there is a right to reimbursement from any other estate or person is to be deducted. In a running account the date of last item should be given. No debts to be inserted which were not contracted before the date of death.

"THE ESTATE DUTY ORDINANCE, No. 8 of 1919."
Statement C.

Property of the Deceased in respect of which Exemption from Estate Duty is claimed.

| Particulars of Property and Situation. | As per Schedule No. Estimated Value at Date of Death. | Ra. c. |
|--|---|--------|
| (a) Property in which the deceased or other person was interested as holder of an office or recipient of the benefits of a charity or as a corporation sole (section 8 (1) (b)) | | |
| (b) Property the subject of any gift <i>inter vivos</i> , surrender, assurance, divesting, or disposition without reservation more than three years before deceased's death, if made or effected on or after December 6, 1918 (section 8 (1) (c)) | | |
| (c) Gifts <i>inter vivos</i> whenever made, in respect of which <i>bona fide</i> possession and enjoyment thereunder have been assumed by the donee immediately upon the gift and thenceforward, retained to the entire exclusion of the donor or of any benefit to him by contract or otherwise (section 8 (1) (c)) | | |
| (d) Gifts <i>inter vivos</i> whenever made, if in consideration of marriage, or which can be proved to the satisfaction of the Commissioner to have been part of the deceased's normal expenditure and to have been reasonable, or which do not exceed Rs. 1,500 in value to any donee (section 8 (1) (c)) | | |
| (e) Property held by the deceased as a trustee for another person if the conditions set out in section 8 (2) are satisfied | | |
| (f) (i.) Property passing on the death of the deceased by reason only of a <i>bona fide</i> purchase from the person under whose disposition the property passes | | |
| (ii.) The falling into possession of the reversion on any lease for lives | | |
| (iii.) The determination of any annuity for lives where such purchase, lease, or annuity was made or granted for full consideration in money or money's worth (section 9) | | |
| (g) An annuity not exceeding Rs. 250 provided by the deceased alone or in concert with another and passing or arising on deceased's death (section 10) | | |
| (h) Objects of national interest given for public purposes (section 11) | | |
| (i) Property passing on a death so as to enlarge the life interest of the settler to an absolute one (section 12) | | |
| (j) Property reverting to the settler provided no other interest is created therein (section 13) | | |
| (k) Settled property which has paid estate duty since the date of the settlement until the death of a person who was at the time of his death or had been at any time during the continuance of the settlement competent to dispose thereof (section 16 (2)) | | |
| (l) Settled property in which the deceased's interest failed or determined before it became an interest in possession and subsequent limitations under the settlement continue to subsist (section 16 (3)) | | |

(Signed) _____

Note.—State the grounds upon which exemption is claimed. If no property exists corresponding to any of the above headings write the word "nil" against each such heading. Any exemption claimed which does not fall under any of the above headings must be shown under a special heading provided.

"THE ESTATE DUTY ORDINANCE, No. 8 of 1919."
Assessment of Duty and Memorandum of Amount of Duty.

Commissioner of Stamps.
Form No. 2.

Name and address of accountable parties and/or proctor where notices may be served.
District Court of _____
Testamentary Court of _____
Ceylon.

"THE ESTATE DUTY ORDINANCE, No. 8 of 1919."
Form B.—Statement and Declaration to be made by the person accountable for Estate Duty other than the Executor.

Section 23 (4) and Section 24 (2) of Ordinance No. 8 of 1919.)

In the Estate of _____

(I or We ¹), being the person or persons ² to whom property has passed for a beneficial interest in possession (or as a trustee or trustees, or as a guardian or guardians, or as a person or persons in whom an interest in the property or the management thereof is vested, or as a person or persons in whom the property is vested by alienation, or by _____) and accountable for the estate duty on such property so far as not paid by the executor, do solemnly, sincerely, and truly declare and affirm (or make oath and say) as follows :—

The Statement A hereto annexed is a true and full statement of the particulars of the beneficial interest in the property, ¹ or of the extent of the property actually received or disposed of by me (or us) as a trustee or trustees, or as a guardian or guardians, or as a person or persons in whom an interest in the property or the management thereof is vested, or as a person or persons in whom the property is vested by alienation, or by ² _____ passing to me (or us) on the death of the above-named _____, of _____, who died on the _____, at _____, domiciled in _____.

The deceased left a/no will, of which I (or We ¹) herewith exhibit a certified copy.

The value at date of death of the deceased of the said beneficial interest (or of the property actually received or disposed of by me/us as a trustee or trustees, or as a guardian or guardians, or as a person or persons in whom an interest in the property or the management thereof is vested, or as a person or persons in whom the property is vested by alienation, or by ² _____) is Rs. _____ to the best of my knowledge, information, and belief.

And I (or We ¹), being desirous of paying the duty in respect of the property for which I (We ¹) am (are ²) accountable, do further solemnly and sincerely declare as follows :—

The Statement B hereto annexed is a true and full statement to the best of my (our ¹) knowledge and belief of all property passing on such death and the several persons entitled thereto.

Sworn (or declared) by the above

named at _____, this _____ day of _____,

19—

Before me : _____

Sworn (or declared) by the above

named at _____ this _____ day of _____,

19—

Before me : _____

Here sign on a stamp of Rs. 1.

Declarant.

Declarant.

¹ Strike out what is not necessary.
² Here describe how otherwise title is derived.

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Statement A.

(Section 21 (4).)

| Description of the Property or Share or Interest in the Property passing to the Applicant. | The Nature of the Interest, whether Absolute, for Life, or by way of Annuity, or in Reversion, &c. | Gross Value of Interest. | Apportioned Deductions. | Nett Value. | Amount of Estate Duty. |
|--|--|--------------------------|-------------------------|-------------|------------------------|
| | | Rs. c. | Rs. c. | Rs. c. | Rs. c. |

Note.—In filling up Form B the classification of property shown in Form A should be adopted and the instructions given in Rule 4 followed.

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Statement B.

Classification of Property.

(Section 24 (2).)

| Name of each Person to whom the Property or a Share or Interest in the Property passes. | Description of the Property or Share or Interest in the Property passing to each Person. | Nature of the Interest of each Person, whether Absolute, for Life, or by way of Annuity, or in Reversion, &c. | Gross Value of each Person's Interest. | Apportioned Deductions. | Nett Value. | Amount of Estate Duty. |
|---|--|---|--|-------------------------|-------------|------------------------|
| | | | Rs. c. | Rs. c. | Rs. c. | Rs. c. |

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Assessment of Duty and Memorandum of Amount of Duty.

(Section 24 (2).)

Commissioner of Stamps.
Form No. 3.

Estate No. ———.
District Court of ———.
Testamentary Case No. ———.

Ceylon.

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Form C.—Form of Statutory Declaration for Return under Section 28 of "The Estate Duty Ordinance, No. 8 of 1919, in respect of Debts (including Funeral Expenses) paid by the Executor which might have been, but were not, deducted in the Statement of Deductions delivered with the Inventory of the Deceased's Estate.

- I, ——— make oath and say (or solemnly, sincerely, and truly affirm and declare) as follows:—
- (insert name of deceased) died on the ———.
- A statement and declaration were duly delivered and a certificate of payment or bond for payment of estate duty was filed on the ———. The original declaration was dated the ———.
- The executor of the deceased has paid debts (including funeral expenses) which might have been, but were not, deducted when the inventory was delivered, and the deductions would have caused a less duty to be paid than was actually paid.
- The particulars and amounts of such debts are stated in the Statement A annexed hereto.
- The proper vouchers are scheduled herewith.

7.¹ The aggregate amount of such debts is Rs. ———, and the apportionment² thereof between these several persons according to the values of their interests is as follows:—

(In this space the necessary corrections of the schedule in the statement and declaration and the amount of duty should be shown.)

8. The aggregate amount of the duty as corrected above is Rs. ———, and the difference between this amount and the sum of Rs. ———, previously paid for duty is Rs. ———.

9. Less the discount of 2½ per cent. deductible, the sum of Rs. ——— should accordingly be returned to me.

Declared (or sworn) by the above

named at ———, this ——— day of ———,

19—.

Before me: ———.

Note.—The rule is that such return cannot be claimed after three years of making the declaration required by section 21, but where by reason of any proceeding the deductions could not be ascertained within the three years, the Commissioner of Stamps may allow further time as to him appears reasonable for making the claim.

¹ If the space provided under paragraph 7 above is insufficient, the details may be furnished in a schedule attached.

² The apportionment need not be shown in a case where the executor elects to pay the duty on the entire estate.

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Statement A.

(Section 28.)

Rs. c.

Funeral expenses not previously deducted ..
Bona fide debts or encumbrances, with full details and dates of same, and explanation why they were not originally deducted ..

Total ..

(Signed) ———.

Note.—No debt in respect of which there is a right to reimbursement from any other estate or persons is to be deducted.

Commissioner of Stamps.
Form No. 4.

Estate No. ———.
District Court of ———.
Testamentary Case No. ———.

Ceylon.

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Form D.—Application for Return under Section 27 of Ordinance No. 8 of 1919 of Duty Overpaid.

In the Estate of ———, deceased.

- I (or We¹), ———, do make oath and say (or solemnly, sincerely, and truly affirm and declare) as follows:—
- (name of deceased), late of ———, died on ———.
- A statement and declaration were duly delivered and verified, and the certificate of payment or bond for payment of estate duty thereon was filed on ———.
- It has been discovered, since the making of the declaration before mentioned as to the value of the property on which estate duty has been paid, that that value exceeds the true value of the property subject to estate duty on the death of the said deceased.
- The corrected particulars and value of the property are now properly shown in the account annexed marked A.
- ² The amended distribution of the property and apportionment of the debts according to the interests of each beneficiary are shown in the schedule annexed marked B³.

7. The circumstances in which discovery was made are as follows:—

8. I (or We¹) claim the return of the amount of duty overpaid, less a discount of 2½ per cent., viz., Rs. —

Declared (or sworn) by the above

named at —, this — day of —,

19 —

Before me —

Note.—This application must be made within three years of the making of the original declaration.

¹ Strike out what is not necessary.

² Strike out if not necessary.

³ This schedule need not be filled up in a case where the executor elects to pay the duty on the entire estate.

“THE ESTATE DUTY ORDINANCE, NO. 8 OF 1919.”
Account A.

| Amended Particulars of Property. | Amended Valuation. | |
|----------------------------------|--------------------|----|
| | Rs. | c. |
| Total | | |

(Here sign this account) —

“THE ESTATE DUTY ORDINANCE, NO. 8 OF 1919.”
Schedule B.

| Name of each Person to whom the Property or a Share or Interest in the Property passes. | Description of the Property, &c., passing to each Person. | The Nature of the Interest of each Beneficiary, whether Absolute, for Life, or by way of Annuity, or in Reversion. | Amended Value of each Person's Interest. | Appor-tioned Deduc-tions as amended. | Nett. Value. | Amount of Estate Duty. |
|---|---|--|--|--------------------------------------|--------------|------------------------|
| | | | | | | |
| Total | | | | | | |

Commissioner of Stamps.
Form No. 5.

Estate No. —
District Court of —
Testamentary Case No. —

Ceylon.

“THE ESTATE DUTY ORDINANCE, NO. 8 OF 1919.”

Form E.—Further Statement with an Account to be delivered by the Executor or Person accountable for Estate Duty under Section 29 of Ordinance No. 8 of 1919, in a case where it is discovered that Property subject to Estate Duty on the Death of Deceased was of greater Value than that on which Estate Duty was actually computed.

In the Estate of —, deceased.

1. I (or We¹), —, of —, do make oath and say (or solemnly, sincerely, and truly affirm and declare) as follows:—

2. — (name of deceased), of —, died on —, at —

3. A statement and declaration were duly delivered, and a certificate of payment or bond for payment of estate duty was filed on —

4. The value mentioned in the certificate was Rs. —

5. It has since been brought to my (our¹) notice that the property subject to estate duty on the death of the deceased was of greater value than that on which estate duty was originally computed.

6. The annexed account marked A shows the true value of such property and the amount of duty chargeable accordingly, viz., Rs. —

7. The amount which, with the duty previously paid on the original declaration of such property, sufficient to cover the duty chargeable according to the true value thereof,

¹ Strike out what is not necessary.

as shown in the preceding paragraph, is Rs. —, and the interest on such amount, at the rate of 4 per cent. per annum from the date of the last payment in respect of such estate duty is Rs. —

8. The above statement is made within six months from the date of my having ascertained the true value of the estate, and which was only ascertained by me on or about the — day of —, 19 —

Declared (or sworn) by the above

named at —, this — day of —,

19 —

Before me: —

Note.—The time for the delivery of this statement is within six months of notice that further estate duty was payable.

“THE ESTATE DUTY ORDINANCE, NO. 8 OF 1919.”
Statement A.

| Date of Notice of true Value. | Particulars of Property. | True Value as ascertained. | |
|-------------------------------|--------------------------|----------------------------|----|
| | | Rs. | c. |
| Total | | | |

(Here sign this account) —

Note.—Any additions to the estate as originally declared and any amendment in the apportionment of the property or debts should be clearly shown.¹

¹ No amendment in the apportionment is necessary in a case where the executor elects to pay the duty on the entire estate.

Ceylon.

Commissioner of Stamps.
Form No. 6.

“THE ESTATE DUTY ORDINANCE, NO. 8 OF 1919.”

Form F.—Certificate that Estate Duty has been Paid or is not Payable.

(Sub-section (3) of Section 23 of Ordinance No. 8 of 1919.)
Estate No. —

D. C. —, Case No. —

I hereby certify that the statement and declaration in the estate of —, deceased, who died domiciled at —, on the — day of —, 19 —, have been duly delivered, the estate duty amounting to Rs. — has been paid (or no estate duty is payable¹ or has been paid under protest², or the payment of such estate duty by instalments has been secured to the satisfaction of the Commissioner of Stamps by way of hypothecation of immovable property)², and that the value of the property on which estate duty is payable, as shown by the statement annexed is Rs. —

Dated this — day of —, 19 —

Commissioner of Stamps or
Proper Officer.

To the District Judge of —

Note.—This certificate shall not discharge any person or property from estate duty in case of fraud or failure to disclose material facts, and shall not affect the rate of duty payable in respect of any property afterwards shown to have passed on the death. Provided that in respect of any property herein included, the certificate shall exonerate from the estate duty a bona fide purchaser for valuable consideration without notice, notwithstanding any such fraud or failure.

¹ Strike out what is not necessary.

² If the value does not render any estate duty payable, here state so.

Commissioner of Stamps.
Form No. 7.

Ceylon.

Estate No. —
District Court of —
Testamentary Case No. —

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Form G.—Bond of Hypothecation under Sub-section
(2) of Section 23 of the Estate Duty
Ordinance, No. 8 of 1919.

Know all men by these presents that I (or We¹), —, executor or administrator of —, and — of —, and — of —, sureties, are held and firmly bound to Our Sovereign Lord King George the Fifth, His Heirs, and Successors, in the sum of — Rupees, to be paid to Our said Lord the King, His Heirs, and Successors, for which payment to be well and truly made we bind ourselves and each of us, our heirs, executors, and administrators jointly and severally by these presents, hereby renouncing —.

And as further security for the said payment, we do hereby mortgage and hypothecate to and with the Commissioner of Stamps as a first and primary mortgage the property following, to wit: — (here give particulars of the property mortgaged).

And we hereby declare that the afore-mentioned property is free from any other mortgage, hypothecation, or encumbrance whatsoever.

Now the condition of the above-written bond or obligation is such that if the above-bounden shall pay to the Commissioner of Stamps, Colombo, for the time being the estate duty amounting to Rs. —, due on the estate of the said —, such payment to be made in annual instalments as follows, viz.: — (here give particulars of annual instalments to be paid).

Then this obligation shall be void and of none effect, otherwise the same shall remain in full force and virtue.

Signed and delivered by the said — (executor or administrator) in the presence of—

Name: —
Address: —
Occupation: —

Signed and delivered by the said — (surety) in the presence of—

Name: —
Address: —
Occupation: —

¹ Strike out what is not necessary.

Commissioner of Stamps.
Form No. 8.

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Form H.—Notice of Assessment of Estate Duty.

Estate No. —
D. C. —, Case No. —.

In the Estate of — (insert name), of — (insert place of residence), deceased.

I hereby give you notice that I have this day assessed the estate duty and settlement estate duty payable in the above estate at Rs. —, and upon receipt of such sum, or upon the payment thereof by instalments being duly secured to my satisfaction by way of hypothecation of immovable property, the certificate referred to in section 23 (3) of the Ordinance will be issued by me.

The value of the property upon which such duty has been assessed amounts to Rs. — as shown in statement annexed.

Commissioner of Stamps.

Stamp Office,
Colombo, — 19—.

To —.

Note.—If the duty is not duly paid, steps will be taken to recover it by execution through the District Court in terms of section 32 of the Ordinance.

Commissioner of Stamps.
Form No. 9.

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Form I.—Notice under Section 25 (1).

Estate No. —
D. C. —, Case No. —.

In the Estate of — (insert name), of — (insert place of residence), deceased.

You are hereby required to furnish me, within fourteen days of the receipt of this notice by you, with information and explanations in respect of the points noted overleaf in connection with the declaration of the property of the above-mentioned deceased furnished by you on the —.

You are also required, within the limit of time above specified, to produce such documentary or other evidence respecting the contents of or/and the particulars verified by the said declaration as may be in your possession in regard to the matters noted overleaf.

Commissioner of Stamps.

Stamp Office,
Colombo, — 19—.

To —.

Note.—Failure to comply with this requisition will render you liable to a fine of one thousand rupees.

Reverse side.

Points on which information and explanations are required.

Matters in respect of which evidence is to be produced.

Commissioner of Stamps.
Form No. 11.

Ceylon.

"THE ESTATE DUTY ORDINANCE, No. 8 OF 1919."

Form J.—Notice of Appeal under Sections 17 (8)
and 22 (3) to be sent to the Commissioner
of Stamps by Registered Post.

Estate No. —
D. C. —, Case No. —.

In the Estate of — (insert name), of — (insert place of residence), deceased.

This is to give you notice that it is my intention to appeal against your decision (or valuation¹ or assessment¹) in the matter of the estate of the above-named deceased, notice of which was received by me on the — day of — 19—.

The grounds of my appeal are stated overleaf (or will be furnished to you in writing within twenty-one days of this date).

(Signed) —.

Dated —, 19 —.

To the Commissioner of Stamps, Colombo.

¹ Strike out what is not necessary.

"THE LOCAL BOARDS ORDINANCES, 1898, 1901, and 1905."

IT is hereby notified that the Local Board of Health and Improvement of Batticaloa has, in terms of section 30 of the Local Boards Ordinances, 1898, 1901, and 1905, imposed and levied, with the sanction of His Excellency the Governor in Executive Council, for the year 1920, over and above the sum necessary for the maintenance of the Police for the said town, a rate of 5 per centum on the annual value of all houses and buildings of every description and all lands and tenements whatsoever within the limits of the said Local Board of Batticaloa, subject to the provisions of the aforesaid section.

Colonial Secretary's Office,
Colombo, March 25, 1920.

By His Excellency's command,
B. HORSBUGH,
Acting Colonial Secretary.

"THE PRISONS ORDINANCE, 1877."

RULES made by the Officer Administering the Government, acting with the advice of the Executive Council, under the provisions of section 76 of Ordinance No. 16 of 1877.

The rules dated February 24, 1903, and published in *Government Gazette* No. 5,908 of February 27, 1903, are hereby cancelled.

Colonial Secretary's Office,
Colombo, March 19, 1920.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

JAIL GUARDS.—GENERAL ORDERS.

Principal Duties.

- To prevent disturbance and escape ;
- and protect property.
- Sentries to be unloaded, but provided with ammunition.
- To carry out orders strictly.
- Sergeant to inspect.
- To see to sentries' orders.
- Never to leave his guard.
- To report unusual event quickly.
- To submit a diary.
- Visiting rounds.
- Guard to avoid interfering with jail discipline.
- Contact with prisoners.
- Entering jail unnecessarily.
- Communication or dealing with prisoners.
- Introducing liquor.
- Leaving guard.
1. The principal duty of a jail guard is to prevent persons breaking into or out of any part of the jail, and to suppress violence, or opposition to authority, on the part of the prisoners.
 2. It is the duty of the jail guards to protect Government property, although it may not have been specially delivered into their charge.
 3. Every sentry shall mount guard with his carbine unloaded, but with ten rounds of ball ammunition in the ball-bag.
 4. Sentries shall enforce firmly the orders given to them without distinction of person.
 5. The sergeant of the guard shall post the reliefs, and shall visit all his sentries at least once between each relief.
 6. When posting sentries he shall be most careful that the relieved sentry passes the orders of his post to the relieving sentry.
 7. The sergeant of the jail guard shall never absent himself from the guard, except when visiting or relieving the sentries.
 8. In the event of any unusual occurrence taking place he shall, without loss of time, send a special report to the Superintendent of Police.
 9. He shall send in, in the prescribed form, a written report, countersigned by his Inspector, to the Superintendent of Police by 10 A.M. daily.
 10. Jail guards shall be frequently visited by day and night, as the Superintendent may direct.
 11. The guard shall not take any part in the discipline of the jail, nor assist in searching the prisoners, nor in counting them.
 12. The guard shall be kept as much as possible from contact with the prisoners.
 13. No Inspector, sergeant, or constable shall enter the jail except on duty.
 14. No member of the guard shall hold communication with a prisoner by word or sign. Sergeants and constables are strictly prohibited from bringing articles of any description from the outside of the jail to any prisoner, and from receiving anything from a prisoner to be conveyed out of the jail.
 15. No intoxicating liquor shall be brought into any jail by, or for, any police officer.
 16. No police officer of the jail guard shall leave the jail premises, on any pretext whatever, without permission from the officer in charge of the guard, and such permission shall not be given except in cases of urgent necessity.

Assembly of the guard.

Sending for superior officers, and loading.

Loading carbines, &c.

Warning to be given.

When to use arms and when to desist.

To be prevented with as little violence as possible, but guards may defend life and limb in the execution of their duty with their arms if absolutely necessary.

Outbreaks.

17. On the occasion of any alarm, the guard, except such men as are specially posted elsewhere, shall at once assemble at the guard-room.

18. In the event of an attempt to break into or out of the jail, or of any serious disturbance, the guard shall immediately fall in, and the senior officer present shall at once despatch a messenger, who, if possible, shall not be one of the guard, to the Jailor, one to the Superintendent of the jail, and one to his own officers.

19. The guard will then load, and will, if necessary, even before the Jailor or Superintendent of the jail arrives, use their arms to save life or limb, or to drive back persons attempting to break out of or into the jail. Warning shall be twice given, however, in a loud clear voice by the officer present commanding the jail guard, before firing or charging with fixed swords. On the arrival of an officer of police of rank not lower than an Inspector, the officer commanding the guard shall obey his orders, but should no such senior officer of police arrive, the officer commanding the guard shall obey the senior prison officer of rank not lower than a Jailor or Deputy Jailor.

20. The police shall endeavour to carry out their duty and their lawful orders on all occasions and in the face of opposition and danger. To enable them to do so they are furnished with arms, and these they are entitled to use in defence when the lives or limbs of themselves or others are endangered by those who unlawfully oppose them. They shall, however, be cautious never to use more force than is absolutely necessary, nor to continue it longer than is absolutely necessary. This is the only general rule that can be laid down for the use of arms.

Escapes.

21. A jail guard sentry mounted over a jail may fire at or use his bayonet against a prisoner escaping from prison custody, if he cannot prevent his escape by any other means, or if the prisoner attacks him. It is the duty of sentries to prevent the escape of persons in prison custody at all hazards.

When an escaping prisoner is fired at, it is advisable that the first shot at least should be fired wide of the mark; and if it is necessary to fire again, that the aim should be low, so as to avoid the danger of inflicting a fatal injury.

The rule for the use of arms given in the last regulation should be strictly adhered to.

Order No. 61 made by the Food Controller under Regulation 1 of "The Defence of the Colony Regulations, 1919."

1. From and after the date of commencement of this order, no manager of an estate in the Ratnapura District, nor any person employed on an estate in the said district, nor any person acting on behalf of such manager or person shall purchase or otherwise obtain or take delivery of any paddy, country rice, kurukkan, Indian corn, or other grains grown in the Ratnapura District of the Province of Sabaragamuwa, except on permits issued by the Government Agent of the Province of Sabaragamuwa or other person or persons deputed by him.

2. From and after the date of commencement of this order, no manager of an estate in the Ratnapura District, nor any person employed on an estate in the said district, nor any person acting on behalf of such manager or person shall purchase or otherwise obtain or take delivery in the said district of any rice, except the rice consigned to the

estate by the Estate Food Controller, or except on permits issued by the Government Agent of the Province of Sabaragamuwa or other person or persons deputed by him.

3. From and after the date of commencement of this order, no person resident within the Ratnapura District shall sell imported rice to any manager of an estate in the said district or to any person employed on an estate in the said district or to any person acting on behalf of such manager or person, except on permits issued by the Government Agent of the Province of Sabaragamuwa or other person or persons deputed by him.

4. This order shall commence and come into operation as on and from March 23, 1920.

Colombo, March 23, 1920.

E. B. ALEXANDER,
Food Controller.

Order No. 62 made by the Food Controller under Regulation 1 of "The Defence of the Colony Regulations, 1919."

1. From and after the date of commencement of this order no rice of the kinds shown in the attached schedule shall be sold or offered for sale at the Chalmers Granaries at a price exceeding that set forth in the schedule.

2. This order shall commence and come into operation on March 26, 1920.

Colombo, March 25, 1920.

E. B. ALEXANDER,
Food Controller.

Schedule referred to in the above Order.

| Kind of Rice. | Maximum Price | Maximum Price | Maximum Price |
|-------------------|---------------------------------------|---|--|
| | ex Godown per Bag as as landed. | per Bushel F. O. R. or F. O. cart measured and bagged. | per Bag of 2½ Bushels F. O. R. or F. O. cart measured and bagged. |
| | Rs. c. | Rs. c. | Rs. c. |
| Big Mill Specials | 25 54 | 10 56 | 28 40 |

(Continued on page 666.)

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of firewood to Jaffna Depôt, to be completed as specified in the schedule below. The area to be exploited for the supply and further details are given in the schedule.

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 Firewood to Jaffna Depôt" 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, April 20, 1920.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna. 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 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. 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.

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other necessary information can be ascertained upon application at the office referred to in section 5. A

further security in cash of 5 per cent. of the value of the contract will be required of the contractor when entering into the bond.

9. A rate per ton of firewood accepted by the Depôt-keeper must be quoted, written both in words and figures.

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

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

14. Further, the contractor shall not employ any person whose name is on the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appear to him sufficient, objects to after giving due notice in writing.

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

SCHEDULE.

To clear fell all trees 6 in. from the ground with axe in a surveyed block 100 acres more or less in extent, situated near Elephant Pass, up to 3 miles from railway line.

To cut into firewood every tree so filled and every other dead or fallen tree whatsoever in this block sufficient to yield 1,500 tons of firewood approximately, with the least amount of wastage. All firewood immediately after conversion to be transported to the railway line, loaded into trucks, unloaded at Jaffna Depôt, weighed and stacked in the Jaffna Depôt in such a manner as the Depôt-keeper may direct at a minimum rate of 300 tons per mensem from May 1, 1920, to October 31, 1920. Final delivery in Jaffna

Depôt to be made on or before October 31, 1920, when the balance remaining, if any, out of the total quantity to be supplied should be delivered.

Distance of transport by cart to railway line is up to 3 miles.

Felling must proceed steadily and systematically in one direction straight across the area, every tree being cut and the area stripped clean of all firewood.

Any tree pointed out by a Forest Officer as one to be felled for firewood shall, without question, be felled, and any tree pointed out or marked by a Forest Officer as not to be felled shall not be felled or injured.

The contractor will be responsible for the safety of firewood stacked on the railway line, and until delivered to Depôt-keeper.

The contractor may be required at times to increase supplies, should the Depôt requirements necessitate, and at times also to decrease supplies, but the average output will be as described in the schedule.

It must be clearly understood that for failure to have full monthly supplies ready as required a penalty of Re. 1 per ton for every ton short will be levied.

Note.—Arrangements with the Railway will be made by the Forest Department for the conveyance of the firewood, &c., from Elephant Pass to Jaffna by a system of specials. The running of regular specials is in no way guaranteed, and no liability for delays, irregular service, or alterations in the system of specials due to Railway requirements, will be incurred by the Railway or Forest Department. The contractor will also be held liable if wagons are not properly loaded.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, March 18, 1920. Conservator of Forests.

TENDERS are hereby invited for the supply of logs during 1919-20, to be completed as specified in the schedule annexed below. The area to be exploited for the supplies and further details are given in the schedule.

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 of the Office of the Controller of Revenue, or be sent through the post.

4. Tenders should be marked "Tender for Supply of Logs, Sleepers, and Ebony, 1919-20, Jaffna Division," 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, April 20, 1920.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna, which can be applied for by post or personal application. 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 forwarded or 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 from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit shall 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. 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.

8. 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 on application to 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.

9. Separate rates per cubic foot of timber and per broad gauge sleeper and also per ton of ebony must be quoted, both in words and figures.

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, not necessarily the lowest tender.

12. The contract may not be assigned nor sublet without the authority of the Tender Board previously obtained, and if not obtained the contract will become null and void.

13. The 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.

14. Further, the contractor shall not employ any person whose name is on the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appear to him sufficient, objects to after giving due notice of seven days in writing.

15. Tenderers before tendering should inspect the area of operations as shown in the schedule.

16. For further information, and for inspection of the draft contract, application should be made to the Assistant Conservator of Forests, Jaffna Division, Jaffna.

General Conditions for both Services.

1. Only trees marked by the Range officers concerned are to be felled and the species are palu for service (a) and satin for service (b).

2. All trees are to be felled 6 inches from the ground with saw or saw and axe combined. Under no circumstances is felling with axe alone permitted.

3. Directly a satin tree is felled it must be barked. All trees felled are to be logged with the saw alone, axe will not be allowed. The logs are to be trimmed and the ends squared with the saw.

4. Tenderers' attention is specially drawn to conditions 2 and 3 as they will be strictly enforced, and proper labour must be collected for this work.

5. All sound palu branchwood and top pieces which are below the minimum centre girth as given in the services below shall be converted into broad gauge sleepers only. The supply of timber in the log is to have preference over the supply of sleepers. No large and sound logs which may be found difficult for transport are to be converted into sleepers to facilitate transport but delivered in the log. The decision as to conversion of satin branchwood and top pieces into logs or sleepers will rest with the Assistant Conservator of Forests. No work is to be done on this account without the written instructions of the Assistant Conservator of Forests.

6. The standard size of broad gauge sleeper is 9 feet by 10 in. by 5 in.

7. Sleepers are to be rectangular in form and sawn on all four sides, no adzing will be allowed, and all sides must be perfectly parallel.

8. Rejected logs and sleepers will not be paid for, and rejected logs must be replaced by the contractor at his expense, to be cut from other trees marked by the Range Officer concerned.

9. Work is to commence for service (a) and (b) from May 15, 1920, and 50 per cent. of the logs of both services A and B are to be delivered at the delivery depôt specified in the services by July 15, 1920, and balance by September 15, 1920.

Schedule.

SERVICE A.

Supply of Timber to Public Works Departments.

1. To fell 250 palu trees enumerated, numbered, and stamped by the Range Officer, Oddusuddan, within the following boundaries:—

Boundaries.—North: footpath from Palampasi tank to Konamadu tank and the southern boundary of Nagancholai proposed reserve; east and south, minor road from Kumulamunai to Periyakulam; and west, minor road from Periyakulam to Palampasi tank.

2. To convert the trees so felled, in accordance with the paragraphs 5, 6, and 7 of the general conditions, into the following standard sizes of logs: 150 logs 12 ft. to 14 ft. by 4½ ft., 100 logs 8 ft. to 10 ft. by 4½ ft., total 250 logs.

Note.—4½ ft. is the minimum centre girth of each log, and logs having a lower centre girth than this are not to be supplied.

3. To transport the logs and sleepers converted in accordance with paragraphs 5, 6, and 7 of the general conditions above to Mankulam Railway Station, and then stack them according as the Range Officer thinks fit. Distance of transport: 15 miles jungle road and 15 miles main road, approximately 30 miles.

SERVICE B.

Supply of Timber to the Central Timber Depot.

1. To fell 150 satin trees 6 feet and over in girth, enumerated, numbered, and marked by the Range Officer,

Vavuniya, in the Karunkalikulam Proposed Reserve. To convert the trees so felled into 150 logs according to the general conditions above. To transport the logs to Vavuniya Depot and deliver stacked and arranged according to the instructions of the Range Officer, Vavuniya. Distance of transport: 13 miles cart track.

2. To collect dead and fallen ebony in the same area and clean and transport to Vavuniya Station, and deliver stacked in the site pointed out by the Range Officer, Vavuniya, approximately 50 tons.

3. Suitable end pieces and branchwood of satinwood 6 ft. in length and upwards and 3½ ft. in girth and upwards are to be logged and transported to Vavuniya Railway Station, and stacked on sites approved by the Range Officer, Vavuniya.

H. F. TOMALIN,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, March 23, 1920.

SALES OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the private properties of 107 sentenced and deceased prisoners of Bogambra Prison will be sold by public auction at the Jail premises on April 10, 1920, at 11 A.M., viz. :—

| | | | |
|------------|-----------------|----------|---------|
| 15 cloths | 9 handkerchiefs | 1 towel | 1 shawl |
| 6 coats | 3 belts | 2 shirts | 4 rags |
| 18 sarongs | 13 banians | 1 cap | |

Kandy, March 17, 1920.

J. ELSTONE,
Superintendent.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended March 20, 1920.

Births.—The total births registered in the city of Colombo in the week were 141 (1 European, 6 Burghers, 83 Sinhalese, 21 Tamils, 20 Moors, 8 Malays, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1920, viz., 290,480) was 25.3, as against 24.1 in the preceding week, 18.7 in the corresponding week of last year, and 21.0 the weekly average for last year.

Deaths.—The total deaths registered were 162 (1 European, 13 Burghers, 90 Sinhalese, 25 Tamils, 23 Moors, 4 Malays, and 6 Others). The death-rate per 1,000 per annum was 29.1, as against 26.4 in the previous week, 24.5 in the corresponding week of last year, and 27.7 the weekly average for last year.

Infantile Deaths.—Of the 162 total deaths, 43 were of infants under one year of age, as against 34 in the preceding week, 28 in the corresponding week of the previous year, and 31 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 12.

Principal Causes of Death.—1. (a) Nineteen deaths from *Pneumonia* were registered, 5 in Kotahena, 3 each in Maradana and Wellawatta, 2 each in Fort, New Bazaar, and Slave Island, and 1 each in San Sebastian and St. Paul's, as against 26 in the previous week, and 21 the weekly average for last year.

(b) Four deaths from *Bronchitis* were registered, 2 in Maradana (including 1 death of a non-resident in hospital), and 1 each in Kotahena and New Bazaar, as against 2 in the previous week.

(c) Two deaths from *Influenza* were registered, 1 each in Maradana (of a non-resident in hospital) and Kotahena, as against 3 in the previous week, and 11 the weekly average for last year.

2. Sixteen deaths from *Phthisis* were registered, 5 in Maradana (including 3 deaths of non-residents in hospitals), 3 in New Bazaar, 2 each in Pettah, St. Paul's, and Kollupitiya, and 1 each in San Sebastian and Wellawatta, as against 15 in the previous week, and 14 the weekly average for last year.

3. Seven deaths from *Enteric Fever* were registered, 2 each in Maradana (including 1 death of a non-resident in hospital) and Kotahena, and 1 each in St. Paul's, New Bazaar, and Slave Island, as against 6 in the previous week, and 5 the weekly average for last year.

4. Two deaths from *Plague* were registered in St. Paul's, as against none in the previous week, and 2 the weekly average for last year.

5. Nineteen deaths were registered from *Debility*, 13 from *Infantile Convulsions*, 11 from *Enteritis*, 4 from *Diarrhoea*, 2 from *Dysentery*, 1 each from *Worms* and *Tetanus*, and 61 from *Other Causes*.

6. Fifty-four cases of *Measles*, 39 of *Chickenpox*, and 1 of *Plague* were reported during the week, as against 56, 22, and 1, respectively, during the preceding week. Three cases of *Smallpox* were reported from the Harbour.

State of the Weather.—The mean temperature of air was 81.4°, against 80.7° in the preceding week, and 81.7° in the corresponding week of the previous year. The mean atmospheric pressure was 29.973 in., against 29.980 in. in the preceding week, and 29.958 in. in the corresponding week of the previous year. The total rainfall in the week was 0.01 in., against 1.77 in. in the preceding week and 1.48 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, March 23, 1920.

E. R. DE SILVA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE CEYLON MILLS, LIMITED.

- 32 Substantive
1. The name of the Company is the "CEYLON MILLS, LIMITED."
 2. The registered office will be situated in Colombo.
 3. The objects of the Company are :—
 - (1) To lease or purchase and acquire in Colombo and elsewhere in the Island of Ceylon suitable lands, mills, warehouses, stores, offices, and other buildings; and to build, construct, erect, repair, and maintain any mills, warehouses, stores, offices, and other buildings on land or lands belonging to or held in lease by the Company for carrying on the business hereinafter described.
 - (2) To lease or purchase and acquire fields and other irrigable lands in Ceylon for the cultivation of paddy and other grains.
 - (3) To carry on business as paddy cultivators and growers of other grains, pulses, and cereals, whether native to Ceylon or imported.
 - (3a) To carry on the business of hulling, husking, and milling, and manufacturing flour from rice, wheat, gram, and other grains, whether locally produced or imported.
 - (4) To carry on the business of manufacturers of oils, desiccated coconuts, margarine, soap, bristle, and mattress, fibre, coir matting, coir bags, coir rugs, coir yarn, coir ropes, brooms, and brushes of every description from the products of the coconut and other palms, and other oleaginous and fibrous trees and plants or other raw material.
 - (5) To refine, filter, distil, coagulate, solidify, or otherwise transform or convert vegetable, mineral, and other essential oils of every kind, whether locally produced or imported.
 - (6) To manufacture, stock, buy, sell, import, export, and deal in chemical substances, manure, mineral oils, acids, natural, vegetable, and mineral wax, essences, spices, condiments, and other allied products.
 - (7) To cure or manufacture, stock, buy, sell, import, export, and deal in rubber, tea, coffee, cinnamon, citronella oil, cardamoms, grains, pulses, and other produce.
 - (8) To carry on business as curers, tanners, and manufacturers of hides, skins, fats, and other animal products, and buyers, sellers, exporters, importers, and stockists of same.
 - (9) To carry on business as importers, exporters, stockists, sellers, buyers, and dealers in or of paddy, rice, wheat, flour, gram, peas, and all other kinds of grains, pulses, and cereals, either raw or milled.
 - (10) To manufacture bricks, tiles, and other articles of earth, clay, cement, lime, sand, stone, or other suitable materials.
 - (11) To carry on business as saw mill proprietors, timber merchants, lumbermen, and manufacturers of articles made of timber, and importers and exporters of same.
 - (12) To manufacture all other articles that can be made or produced in Ceylon as the Company may from time to time duly determine.
 - (13) To carry on business as planters, growers of produce, such as coconut, rubber, tea, cinnamon, coffee, or any other palms, trees, or plants for their nuts, fruits, seeds, leaf, bark, latex, or other yields.
 - (14) To carry on business as miners and diggers of plumbago, gems, metals, ores, and other minerals that may be found in Ceylon.
 - (15) To carry on the business of general merchants and dealers of and in foreign and colonial produce, raw or manufactured, and of sellers and buyers, wholesale and retail, of all other articles of merchandise, and to hold licenses for the same whenever necessary.
 - (16) To carry on the business of importers and exporters of general merchandise, charterers of ships and other vessels, carriers, warehousemen, forwarding agents, wharfingers, and dock owners.
 - (17) To appoint agents and representatives in any part of the world to carry on the business of the Company, and the Company to hold representations and agencies from millers, merchants, manufacturers, shipowners, or other person or persons or firm or firms engaged in any business in any part of the world.
 - (18) To carry on the business of commission and general agents and brokers.
 - (19) To make, build, construct, maintain, improve, and carry on in any part of Ceylon, docks, canals, bridges, and other works and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using, and working the same.
 - (20) To purchase, charter, hire, build, or otherwise acquire schooners, steam launches, electric launches, flats, barges, cargo boats, with all equipments and furniture, and to employ the same in the conveyance of goods and merchandise of every description and species belonging to the Company or otherwise on the rivers and canals of Ceylon, and also to run vessels to sea to any port or ports whatsoever in India and Ceylon.
 - (21) To manufacture, import, export, buy, sell, exchange, alter, improve, manipulate, prepare for market, and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, substances, materials, and things necessary or convenient for carrying on any of the above-mentioned business or proceedings.
 - (22) To carry on the business of underwriters or insurers of goods, merchandise or other property, and to hold representations or agencies for such firms and to conduct their business.
 - (23) To apply for or acquire by purchase or lease or otherwise for the business of the Company in any part of Ceylon; sell, work, develop, and deal in any lands, estates, plantations, or any rights or interests therein, factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes or things, British, Indian, Colonial or foreign licenses, concessions and the like, conferring any right to use any secret or other 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 or grant licenses, or otherwise turn to account the property, rights, or information so acquired and to make, assist, or subsidize experiments, researches, and investigations that may appear to be likely to benefit the Company.
 - (24) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
 - (25) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any Company constituted or carrying on business in Ceylon, and debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any government, public body, or authority supreme, municipal, or otherwise in Ceylon.

- (26) To acquire any such shares, stocks, debentures, debenture stocks, bonds, obligations, or securities, by original subscription, tender, purchase, exchange, or otherwise, and to subscribe for the same, either conditionally or otherwise and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
- (27) To issue debentures, debenture stocks, bonds, obligations, and securities of all kinds, and to frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and to charge and secure the same by trust, deed, or otherwise on the undertaking of the Company or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise.
- (28) To take part in the management, supervision, or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants or other experts or agents, and to act as the managing agents or managers of any company or undertaking.
- (29) To carry on the business of borrowing, raising, or taking up money, the lending or advancing money on securities and property, the discounting, buying, selling, and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip, and other instruments, and securities, whether transferable or negotiable or not; the acquiring, holding, issuing on commission, underwriting, and dealing with stocks, funds, shares, debentures, debenture stocks, bonds, obligations, and other securities.
- (30) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above, or calculated, directly or indirectly, to enhance the value of, or render profitable, any of the Company's property or rights.
- (31) To lend money either with or without security and generally to such persons and upon such terms and conditions as the Company may deem fit; and to advance money on crops, leases of produce, property, and cultivations of produce.
- (32) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property, or rights.
- (33) To constitute any trusts with a view to the issue of preferred, deferred, or other stocks and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust and to settle and regulate and, if thought fit, to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
- (34) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial, or financial matters.
- (35) To give any guarantee in relation to the payment of any debentures, debenture stocks, bonds, obligations, or securities.
- (36) Generally to carry on business as financiers, and to undertake and carry out all such operations and transactions (except the issuing of Policies of Assurance on human life) as an individual capitalist may lawfully undertake and carry out.
- (37) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (38) To establish and support, or aid in the establishment and support, of associations, institutions, funds, trusts, and conveniences calculated to benefit employes or ex-employes of the Company or the dependants or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object.
- (39) To enter into partnership or any arrangement for sharing profits or losses or into any union of interests, joint adventure, reciprocal concession, or corporation with any person or persons or company or companies carrying on or engaged in or about to carry on or engaged in or being authorized to carry on or engaged in any business or transaction which this Company is authorized to carry on or engaged in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (40) To acquire and undertake, together with the name and goodwill, all or any part of the business, property, and liabilities of any person or company carrying on any business, which this Company is authorized to carry on or possessed of property suitable for the purposes of the Company.
- (41) To enter into any arrangement with any government or authority supreme, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority all rights, concessions, and privileges which the Company may think it desirable to obtain and carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (42) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any immovable or movable property and any rights or privileges 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.
- (43) To sell or dispose of 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 this Company.
- (44) To promote any 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.
- (45) 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.
- (46) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem, and pay off any such securities.
- (47) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (48) To undertake and execute any trusts, the undertaking of which may seem to the Company desirable, either gratuitously or otherwise.
- (49) To remunerate any persons or company for services rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital, or any debenture, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the acquisition of the property by the Company, or the conduct of its business.

(5) To do all or any of the above things either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise. And it is hereby declared that the word "Company" save when used in reference to this Company in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and the intention is that the objects specified in any paragraph of this clause shall, except when otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the members is limited.

5. The capital of the company is Two Million Rupees (Rs. 2,000,000) divided into 200,000 ordinary shares of Rs. 10 each.

Upon any increase of capital new shares may be issued with any preferential, deferred, qualified, or special rights, privileges, or conditions. Provided always that the rights attached to any share having preferential, deferred, qualified, or special rights, privileges, or conditions attached thereto may be altered or dealt with in accordance with clause 56 of the Articles of Association of the Company, but not 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 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. |
|-------------------------------------|--|
| D. WILLIAM PEDRIS, Colombo | One |
| MICHAEL DE JONG, Colombo | One |
| C. J. MATHEW, Colombo | One |
| ARTHUR E. EPHEAUMS, Colombo | One |
| WARWICK MAJOR, Colombo | One |
| G. ROBERT DE ZOYSA, Colombo | One |
| A. A. M. SALEEM, Colombo | One |
| Total Shares taken | Seven |

Witness to the above seven signatures, at Colombo, this 20th day of February, 1920:

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE CEYLON MILLS, LIMITED.

1. The marginal notes hereto shall not affect the construction hereof and in these presents, unless there be something in the subject or context inconsistent therewith— Interpretation.

"The Ordinance" means "The Joint Stock Companies' Ordinances, 1861 to 1909," and every other Ordinance for the time being in force concerning Joint Stock Companies and affecting the Company.

"Special resolution" and "extraordinary resolution" have the meanings assigned thereto respectively by the Ordinance.

"The Directors" means the Directors for the time being and shall include the first Directors.

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

"The Register" means the register of members to be kept pursuant to section 19 of "The Joint Stock Companies Ordinance, 1861."

"Dividend" includes bonus.

"Month" means calendar month.

"Proxy" includes attorney duly constituted under a power of attorney.

"In writing" and "written" include printing, lithography, and other modes of representing or reproducing words in a visible form.

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

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

2. 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. Table C not to apply.

3. None of the funds of the Company shall be employed in the purchase of, or lent on the security of, shares of the Company. Company's shares not to be purchased, &c.

4. Subject to the provisions of clauses 5, 48, and 49 of these Articles the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit (subject, nevertheless, to the stipulations contained in the said agreement with reference to the shares to be allotted in pursuance thereof), and with full power to give to any person the call of any shares either at par or at a premium, and for such time, and for such consideration as the Directors think fit. Allotment of shares.

5. If the Company shall offer any of its shares to the public for subscription— Restriction on allotments.

(a) The Directors shall not make any allotment thereof unless and until at least 10 per cent. of the shares so offered shall have been subscribed and the sums payable on application shall have been paid to and received by the Company; but this provision shall no longer apply after the first allotment of shares offered to the public for subscription;

(b) The amount payable on application on each share shall not be less than 5 per cent. of the nominal amount of the share.

And if the Company shall propose to commence business the Directors shall not make any allotment unless one hundred at least shall have been subscribed for on a cash footing.

6. The Directors may pay a commission that may from time to time be determined by them to any person whomsoever (Director, ordinary shareholder, or any other person) for services rendered in selling shares or procuring shareholders or otherwise helping to dispose of the shares on the value of such shares sold and paid for. Commissions for placing shares.

Brokerage.

7. The Company may make any allotment on the terms that the person to whom such allotment is made shall have the right to call for further shares at such time or times and at such price or prices (not being less than par) as may be thought fit.

Instalments on shares to be duly paid.

8. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the registered holder of the share.

Liability of joint-holders of shares.

9. 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.

Trusts not recognized.

10. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction, or as by statute required be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.

CERTIFICATES.

Certificates.

11. The certificates of title to shares and duplicates thereof when necessary shall be issued under the seal of the Company, and signed by two Directors.

Members' right to certificates.

12. Every member 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 of shares shall specify the number and denoting numbers of the shares in respect of which it is issued, and the amount paid up thereon.

As to issue of new certificate in place of one defaced, lost, or destroyed.

13. 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 party entitled to such lost or destroyed certificate.

Fee.

14. For every certificate issued under the last preceding clause there shall be paid to the Company the sum of Rs. 2 or such smaller sum as the Directors may determine.

Directors may issue new certificates.

15. Where any shares under the powers in that behalf herein contained are sold by the Directors and the certificate thereof has not been delivered up to the Company by the former holder of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered up.

To which of joint-holders certificate to be issued.

16. The certificates of shares registered in the names of two or more persons shall be delivered to the person first named on the register.

CALLS.

Calls.

17. The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

When call deemed to have been made.

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

Restriction on power to make calls.

19. No call shall exceed one-fourth of the nominal amount of a share, or be made payable within two months after the last preceding call was payable.

Notice of call.

20. Fourteen days' notice of any call shall be given specifying the time and place of payment and to whom such calls shall be paid.

When interest on call or instalment payable.

21. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due, shall pay interest for the same at the rate of 9 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the Directors may determine.

Evidence in action for call.

22. On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder or one of the holders of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the member sued in pursuance of these presents, and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Payment of calls in advance.

23. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the money so paid in advance, or so much thereof, as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 6 per cent. per annum as the member paying such sum in advance, and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividends.

FORFEITURE AND LIEN.

If call or instalment not paid notice may be given.

24. If any member fail 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 member 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.

Form of notice.

25. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and 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 call was made or instalment is payable will be liable to be forfeited.

26. If the requisitions of any such notice as aforesaid are not complied with, any shares, in respect of which such notice has been given, may, at any time thereafter before payment of all calls or instalments, interest, and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
27. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register.
28. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit.
29. The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.
30. Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment, at nine per cent. per annum, and the Directors may enforce the payment thereof.
31. The 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 all other rights incident to the share, except only such of those rights as by these Articles are expressly saved.
32. A duly verified declaration in writing that the declarant is a Director of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares, and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares, and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale, or disposition.
33. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for his debts, liabilities, and engagements, solely or jointly with any other person to, or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created, except upon the footing and condition that clause 10 hereof is to have full effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.
34. For the purpose of enforcing such lien, the Directors may sell the share subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors, or administrators, and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice.
35. The nett proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, or engagements, and the residue (if any) paid to such member, his executors, administrators, or representatives.
36. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
- TRANSFER AND TRANSMISSION.**
37. The instrument of transfer of any share shall be signed both by the transferor and transferee and shall contain the name and address, both of 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. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation.
38. The instrument of transfer of any share shall be in writing in the usual common form, or in the following form, or as near thereto as circumstances will admit:—
- I, A.B., of ———, in consideration of the sum of Rs. ——— paid to me by C.D., of ———, hereinafter called the said transferee, do hereby transfer to the said transferee share (or shares) numbered ——— in the undertaking called "THE CEYLON MILLS, LIMITED," to hold unto the said transferee, his executors, administrators, and assigns, subject to the several conditions on which I held the same immediately before the execution hereof, and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid. As witness our hands the ——— day of ———.
- Witness to the signature of, &c. ———.
39. The Directors without assigning any reason for such refusal, may decline to register any transfer of shares.
40. No transfer shall be made to an infant or person of unsound mind.
41. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares and upon payment of the proper fee the transferee shall (subject to the Directors' right to decline to register hereinbefore mentioned) be registered as a member in respect of such shares. The Directors may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction.

If notice not complied with shares may be forfeited.

Notice after forfeiture.

Forfeited share to become property of Company.

Power to annul forfeiture.

Arrears to be paid notwithstanding forfeiture.

Effect of forfeiture.

Evidence of forfeiture.

Company's lien on shares.

As to enforcing lien by sale.

Application of proceeds of sale.

Validity of sales under clauses 29 and 35.

Execution of transfer, &c.

Form of transfer.

Directors may decline to register transfer.

No transfer to infant, &c.

Transfer to be left at office and evidence of the title given.

- When transfers to be retained. 42. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.
- Fee on transfer. 43. A fee not exceeding Two Rupees and Fifty Cents may be charged for each transfer, and shall be paid before the registration thereof.
- When transfer books and register may be closed. 44. The transfer books and register of members may be closed during such time as the Directors think fit, not exceeding in the whole twenty-one days in each year.
- Transmission of registered shares as to survivorship. 45. The executors or administrators of a deceased member (not being one of several joint-holders) shall be the only person recognized by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint-holders of any registered shares, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. Before recognizing any executor or administrator the Directors may require him to obtain a grant of probate or letters of administration, as the case may be, from some competent court in the Island of Ceylon having effect in Colombo.
- As to transfer of shares of deceased or bankrupt members. (Transmission Clause.) 46. Any person becoming entitled to or to transfer shares in consequence of the death or bankruptcy or insolvency of any member 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 Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares. This clause is hereinafter referred to as "the transmission clause."

INCREASE AND REDUCTION OF CAPITAL.

- Power to increase capital. 47. The Company in General Meeting may, from time to time, increase the capital by the creation of new shares of such amount as may be deemed expedient.
- On what conditions new shares may be issued. As to preferences, &c. 48. The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto as the resolution creating the same 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 dividends and in the distribution of assets of the Company and with a special or without any right of voting.
- When to be offered to existing members. 49. The Company in General Meeting may, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance and either at par or at a premium to all the then members or any class thereof in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original ordinary capital.
- How far new shares to rank with shares in original capital. 50. 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 ordinary capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, and otherwise.
- Inequality in number of new shares. 51. If owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating the shares or by the Company in General Meeting, be determined by the Directors.
- Reduction of capital, &c. 52. The Company may (subject to the provisions of the Ordinance) from time to time by special resolution reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient and capital may be paid off upon the footing that it may be called up again or otherwise; and paid-up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount.

SUBDIVISION AND CONSOLIDATION OF SHARES.

53. The Company may, by special resolution, subdivide or consolidate its shares or any of them.
- Subdivision into preferred and ordinary. 54. The special resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting, or otherwise over or as compared with the others or other (subject, nevertheless, to the provisions of the Ordinance).

SURRENDER OF SHARES.

- Surrender of shares. 55. The Directors may accept the surrender of any shares by way of compromise of any question as to the holder being properly registered in respect thereof.

MODIFICATION OF RIGHTS.

- Power to modify rights. 56. Whenever the capital by reason of the issue of preference shares or otherwise is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified, commuted, affected, abrogated, or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths in nominal value of the issued shares of the class or is confirmed by an extraordinary resolution passed at a separate General Meeting of the holders of shares of that class, and all the provisions hereafter contained as to General Meetings shall, *mutatis mutandis*, apply to every such meeting, but so that the quorum thereof shall be members holding or representing by proxy one-fifth of the nominal amount of the issued shares of the class. This clause is not to derogate from any power the Company would have had if this clause were omitted.

BORROWING POWERS.

57. The Directors may from time to time at their discretion raise or borrow or secure the payment of 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 raised, borrowed, or secured shall not without the sanction of a General Meeting, exceed the paid-up share capital of the Company, in addition to the ordinary current obligations of the Company. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

Power to borrow.

58. The Directors may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company, both present and future, including its uncalled capital for the time being.

Conditions on which money may be borrowed.

59. Debentures, debenture stock, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

Securities may be assignable free from equities. Issue at discount, &c., or with special privileges.

60. Any debentures, debenture stocks, bonds, or other securities may be issued at a discount, premium, or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors, and otherwise.

61. Every register of holders of debentures of the Company may be closed for any periods not exceeding in the whole thirty days in any year. Subject as aforesaid every such register shall be open to the inspection of the registered holder of any such debentures and of any member; but the Company may in General Meeting impose any reasonable restriction so that at least two hours in each day, when such register is open, are appointed for inspection.

Register of holders of debentures.

62. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may, by instrument under the Company's seal, authorize the person in whose favour such mortgage or security is executed, or any other person in trust for him to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls shall, *mutatis mutandis*, apply to calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally, and either presently or contingently, and either to the exclusion of the Directors' power or otherwise and shall be assignable if expressed so to be.

Mortgage of uncalled capital.

GENERAL MEETING.

63. The first General Meeting of the Company shall be held at such time (not being more than 12 months after the incorporation of the Company and subject to the provisions of the Ordinance) and at such place as the Directors may determine. Subsequent General Meetings shall be held once in every year at such time and place as the Directors may determine.

When General Meetings to be held.

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

Distinction between Ordinary and Extraordinary Meetings.

65. The Directors may, whenever they think fit, and they shall, on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting of the Company, and in the case of such requisition the following provisions shall have effect:—

When Extraordinary Meeting to be called. Requisition.

- (1) The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the office, and may consist of several documents in like form, each signed by one or more requisitionists.
- (2) If the Directors of the Company do not proceed to convene a meeting within twenty-one days from the date of the requisition being so deposited, the requisitionists or a majority of them in value may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit.
- (3) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and, if thought fit, of confirming it as a special resolution, and, if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.
- (4) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

66. Seven clear days' notice to the members specifying the place, day, and hour of meeting, and in case of special business the general nature of such business, shall be given either by advertisement or by notice sent by post or otherwise served as hereinafter provided, and with the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they think fit.

Notice of meeting.

67. Where it is proposed to pass a special resolution, the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

Two meetings convened by one notice.

68. The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

As to omission to give notice.

PROCEEDINGS AT GENERAL MEETINGS.

69. The business of an Ordinary Meeting other than the first meeting shall be to receive and consider the profit and loss account, the balance sheet and the reports of the Directors and of the Auditors, to elect Directors, Auditors, and other officers in the place of those retiring by rotation or otherwise, to declare dividends, and to transact any other business which under these presents ought to be transacted at an Ordinary Meeting. All other business transacted at an Ordinary Meeting and all business transacted at an Extraordinary Meeting shall be deemed special.

Business of Ordinary Meeting.

Quorum.

70. Two members holding ordinary shares present in person or by proxy, together with at least two Directors, of whom one shall be a Managing Director present in person, shall be a quorum for a General Meeting for the choice of a Chairman, the declaration of a dividend, and the adjournment of the meeting. For all other purposes the quorum for a General Meeting shall be members holding ordinary shares present in person or by proxy not being less than five in number, together with at least two Directors, of whom one shall be a Managing Director present in person.

Quorum to be present when business commenced.

Chairman of General Meeting.

71. No business shall be transacted at any General Meeting unless the quorum requisite shall be present at the commencement of the business.

72. The Chairman of the Directors shall be entitled to take the Chair at every General Meeting, or if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, the members present shall choose another Director as Chairman, and if all the Directors present decline to take the Chair, then the members present shall choose one of their number to be Chairman.

When, if quorum not present, meeting to be dissolved and when to be adjourned.

73. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid, 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 members who are present shall be a quorum, and may transact the business for which the meeting was called.

How questions to be decided at meetings. Casting vote.

What is to be evidence of the passing of a resolution where poll not demanded.

74. Every question submitted to a meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes the Chairman shall, both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

75. At any General Meeting, unless a poll is demanded by the Chairman or by at least five members or by a member or members holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

Poll.

76. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise, 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 may be withdrawn.

Power to adjourn General Meeting.

77. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same 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.

In what cases poll taken without adjournment. Business may proceed notwithstanding demand of poll. Votes of members.

78. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.

79. 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.

VOTES OF MEMBERS.

80. On a show of hands every member holding ordinary shares present in person or by proxy shall have one vote, and upon a poll every member present in person or by proxy shall have one vote for every ordinary share held by him.

(a) If any shareholder is a lunatic or idiot or prodigal he may vote by his curator; and if any shareholder is a minor he may vote by his guardian, or any one of his guard an if more than one

Votes in respect of shares of deceased and insolvent members.

81. Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, or the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Joint-holders.

82. Where there are joint registered holders of any share, any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto, and if more than one of such joint-holders be present at any meeting, personally or by proxy, that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of this clause be deemed joint-holders thereof.

Proxies permitted.

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

Instrument appointing proxy to be in writing. Proxies may be general or special.

84. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney, or if such appointor is a corporation under its common seal or the hand of its attorney. A proxy who is appointed for a specified meeting only shall be called a special proxy. Any other proxy shall be called a general proxy. No person shall be appointed a special proxy who is not a member of the Company and qualified to vote.

Instrument appointing a proxy to be deposited at the office.

85. The instrument appointing a proxy and the power of attorney (if any) under which it is signed shall be deposited at the office not less than forty-eight hours before the time for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote, but no instrument appointing a special proxy shall be valid after the expiration of twelve months from the date of its execution, should the power of attorney above referred to have been registered in the Company's book it need not be again deposited.

When vote by proxy valid though authority revoked.

86. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death of the principal, or revocation of the instrument or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the office before the meeting. Provided, nevertheless, that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion think fit of the due execution of an instrument of proxy and that the same has not been revoked.

87. Every instrument appointing a special proxy shall, as nearly as circumstances will admit, be in the form or to the effect following, and shall be retained by the Company:—

Form of instrument appointing a special proxy.

Ceylon Mills, Limited.

I, _____, of _____, being a member of Ceylon Mills, Limited, hereby appoint _____, of _____ (or failing him _____ of _____, or failing him _____ of _____), as my proxy 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 _____ and at any adjournment thereof.

As witness my hand this _____ day of _____.

Signed by the said _____, in the presence of _____.

88. No member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another member at any General Meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member; and no member shall be entitled to be present or to vote in respect of any share that he has acquired by transfer at any meeting unless he has been the registered holder of the share in respect of which he claims to vote for at least three months previously to the time fixed for holding the meeting at which he proposes to vote, or if such meeting be an adjourned meeting to the time originally fixed for holding the same, but this regulation shall not affect shares acquired under a testamentary disposition or by succession to an intestate estate or under a bankruptcy or insolvency or liquidation.

Restrictions on voting.

89. Any resolution passed by the Directors notice whereof shall be given to the members in the manner in which notices are hereinafter directed to be given and which shall within one month after it shall have been so passed be ratified and confirmed in writing by members entitled at a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a General Meeting, but this clause shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the statutes or these presents ought to be dealt with by special or extraordinary resolution.

Resolution in writing of Directors in certain cases to be equivalent to resolution of General Meeting.

DIRECTORS.

90. Until otherwise determined by a General Meeting the number of the Directors shall not be less than two or more than seven.

Number of Directors.

91. The first Directors shall be Warwick Bertram Major, Michael Joseph de Jong, C. J. Mathew, and D. William Pedris.

First Directors.

92. The Directors shall have power at any time and from time to time to appoint any qualified person as a Director as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above. But any Directors so appointed shall hold office only until the next following Ordinary General Meeting of the Company and shall then be eligible for re-election.

Power of Directors to add to their number.

93. The qualification of a Director shall be the holding of shares in the Company of the nominal value of Rupees Ten Thousand, unless otherwise determined by a General Meeting.

Qualification of Directors.

94. A first Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment, and unless he shall do so he shall be deemed to have agreed to take the said shares from the Company and the same shall be forthwith allotted to him accordingly.

First Director's qualification.

95. As a remuneration for their services the Directors resident in Ceylon shall be paid a sum of Rupees Fifty (Rs. 50) per mensem each and the Directors not resident in Ceylon a sum of Rupees Twenty-five (Rs. 25) each, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

96. The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum above fixed the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.

Directors may act notwithstanding vacancy.

97. The office of a Director shall *ipso facto* be vacated—

- (a) If he accepts or holds any other office or place of profit under the Company (other than Managing Director, Visiting Agent, Manager, Superintendent, Engineer, or Secretary), but the position of trustee of a deed for securing debentures or debenture stock of the Company or of solicitor or banker for the Company is not to be considered an office or place of profit.
- (b) If he becomes bankrupt or insolvent or suspends payment, or compound with his creditors.
- (c) If he is found lunatic or becomes of unsound mind.
- (d) If he ceases to hold the required amount of shares to qualify him for office.
- (e) If he is absent from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors and he is removed from office by a resolution of the Board.
- (f) If he commits any offence punishable under the Ceylon or Indian Penal Code, and being under the provisions of the Criminal Procedure Code non-bailable.
- (g) If by notice in writing to the Company he resigns his office.
- (h) If he is requested in writing by all his co-Directors to resign or is removed from office by an extraordinary resolution of the Company.

When office of Director is vacated.

98. No Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or any contract or agreement entered into by or on behalf of the Company in which any Director shall be concerned or interested be avoided, nor shall any Director so contracting or being so concerned or interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest, and that no Director shall as a Director vote in respect of any

Directors may contract with Company.

contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted; but this provision shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity against any loss which they or any of them may suffer by reason of becoming or being sureties for the Company. A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in any subsequent transaction with such firm or company shall as regards any such transaction be sufficient disclosure under this clause, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company.

99. A Director of this Company may be or become a Director of any company promoted by this Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any benefits received as Director or member of such company.

ROTATION OF DIRECTORS.

100. At the First Ordinary Meeting to be held in each year one of the Directors shall retire from office.

101. At every Ordinary Meeting at which a Director retires by rotation the Director who has been longest in office shall retire. As between two or more who have been in office an equal length of time the Director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment when he has previously vacated office. A retiring Director shall be eligible for re-election.

102. The Company at any Ordinary Meeting at which any Director retires in manner aforesaid shall fill up the vacated office by electing the retiring Director or any other person to be a Director and without notice in that behalf may fill up any other vacancies.

103. If at any Ordinary Meeting at which an election of Directors ought to take place the places of the retiring Directors are not filled up, the retiring Directors or such of them as have not had their places filled up, shall, if willing, continue in office until the First Ordinary Meeting in the next year, and so on from year to year until their places are filled up, unless it shall be determined at such meeting, on due notice, to reduce the number of Directors.

104. The Company in General Meeting may, from time to time, increase or reduce the number of Directors, and may alter their qualification and may also determine in what rotation such increased or reduced number is to go out of office.

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

106. Any casual vacancy occurring among the Directors 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.

107. 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 member intending to propose him has not less than fourteen days or more than two months before the meeting left at the office a notice in writing duly signed signifying his candidature for the office or the intention of such member to propose him.

MANAGING DIRECTORS.

108. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

109. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

110. The remuneration of a Managing Director shall from time to time be fixed by the Directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

111. The Directors may, from time to time, entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and may, from time to time, revoke, withdraw, alter, or vary all or any of such powers.

112. In the event of the absence of any Managing Director such absent Managing Director shall appoint or, in the event of his failing to do so, the other Managing Director or Directors shall appoint one of the other Directors to act for such absent Managing Director, and any Managing Director so appointed shall receive for the period for which he so acts the remuneration or proportionate share of the remuneration which the absent Managing Director would have been entitled to draw for the said period, and the absent Managing Director shall not be entitled to receive any remuneration during the period that he may be so absent, unless the said Managing Director is absent on the business of the Company.

PROCEEDINGS OF DIRECTORS.

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

114. A Director may at any time convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chairman shall have a second or casting vote.

When Director of this Company appointed Director of a subsidiary company. Rotation and retirement of Directors. Which Directors to retire.

Meeting to fill up vacancies.

Retiring Directors to remain in office till successors appointed.

Power for General Meeting to increase or reduce number of Directors.

Power to remove Director by extraordinary resolution.

Directors may fill up casual vacancies.

When candidate or office of Director must give notice.

Power to appoint Managing Director.

What provisions he will be subject to.

Remuneration of Managing Director.

Powers and duties of Managing Director.

Meetings of Directors and quorum.

Directors may summon meeting. How questions to be decided.

115. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

Chairman.

116. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under the Article of the Company for the time being vested in or exercisable by the Directors generally.

Powers of quorum.

117. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors.

Power to appoint Committees and to delegate.

118. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding clause.

Proceedings of Committee.

119. The Directors or any Committee may meet at such place as they may determine.

120. All acts done by any meeting of the Directors or by a Committee of Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

When acts of Directors or Committee valid notwithstanding defective appointment, &c.

MINUTES.

121. The Directors shall cause minutes to be duly entered in books provided for the purpose—

Minutes to be made.

- (a) Of all appointments of officers.
- (b) Of the names of the Directors present at each meeting of the Directors and of any Committee of Directors.
- (c) Of all orders made by the Directors and Committees of Directors.
- (d) Of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committees.

And any such minutes of any meeting of the Directors or of any Committee or of the Company, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

POWERS OF DIRECTORS.

122. The control of the Company and of the business of the Company shall be vested in the Directors who, in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute law expressly directed or required to be exercised or done by the Company in General Meeting, but subject, nevertheless, to the provisions of any statute law and of these presents and to any regulations from time to time made by the Company in General Meeting, provided that no regulations so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

General power of Company vested in Directors.

123. All powers and rights which the Directors and Managing Directors are authorized hereby to exercise shall be possessed and exercised by the First Directors until the Company shall appoint Directors at a General Meeting.

124. Without prejudice to the general powers conferred by the last preceding clause, and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say—

Specific powers given to Directors.

- (1) To pay the costs, charges, and expenses, preliminary and incidental, to the promotion, formation, establishment, and registration of the Company.
- (2) To purchase or otherwise acquire for the Company any property, rights, or privileges, which the Company is authorized to acquire at such price and generally on such terms and conditions, as they think fit.
- (3) At their discretion to pay for any property, rights, privileges, acquired by, or services rendered to, the Company, either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital, or not so charged.
- (4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they may think fit.
- (5) To appoint and at their discretion remove or suspend such agents, managers, secretaries, officers, clerks, and servants for permanent, temporary, or special services, as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.
- (6) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes, and to execute and do all such deeds, documents, and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.
- (7) To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company or its officers or otherwise, concerning the affairs of the Company, and also to compound, allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

To pay for property in debentures, &c.

To secure contracts by mortgage.

To appoint officers, &c.

To appoint trustees.

To bring and defend actions, &c.

- To refer to arbitration. (8) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- To give receipts. (9) To make and give receipts, releases, and other discharges for money payable to the Company, and for the claims and demands of the Company.
- To appoint attorneys. (10) To act on behalf of the Company in all matters relating to bankrupts and insolvents.
- To invest moneys. (11) From time to time to provide for the management of the affairs of the Company, either in different parts of Ceylon or elsewhere, in such manner as they think fit, and in particular to establish branch offices and to appoint any persons to be the Attorneys or Agents of the Company, with such powers (including power to sub-delegate) and upon such terms as may be thought fit.
- To give security by way of indemnity. (12) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities (not being shares in this Company) and in such manner as they may think fit, and from time to time to vary or realize such investments.
- To give percentages. (13) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants, and provisions as shall be agreed on.
- To establish reserve fund. (14) To give to any person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company.
- To make by-laws. (15) Before recommending any dividend, to set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for equalizing dividends or for special dividends, or for repairing, improving, and maintaining any of the property of the Company, and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company; and to divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company and that without being bound to keep the same separate from the other assets.
- To make contracts, &c. (16) From time to time to make, vary, and repeal by-laws for the regulation of the business of the Company, its officers, and servants.
- (17) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds, and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.
- (18) 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.

LOCAL MANAGEMENT.

- Local management. 225. The following provisions shall have effect:—
- Local Board. (1) The Directors may from time to time provide for the management of the affairs of the Company outside the Island of Ceylon (or any special locality in Ceylon) in such manner as they shall think fit, and the provisions contained in the next following sub-clause shall be without prejudice to the general powers conferred by this sub-clause.
- Delegations. (2) The Directors from time to time and at any time may establish any local boards or agencies for managing any of the affairs of the Company outside the Island of Ceylon or in any specified locality in Ceylon and may appoint any persons to be members of such local board or any managers or agents and may fix their remuneration.
- Powers of attorney. (3) The Directors from time to time and at any time may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors, and may authorize the members for the time being of any such local board or any of them to fill up any vacancies therein and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit; and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.
- Sub-delegation. (4) The Directors may, at any time and from time to time, by power of attorney under the seal appoint any persons to be the attorneys of the Company for such purposes, and with such powers, authorities, and discretions not exceeding those vested in or exercisable by the Directors under these presents, and for such period and subject to such conditions as the Directors may from time to time think fit; and any such appointment may, if the Directors think fit, be made in favour of the members or any of the members of any local board established as aforesaid or in favour of any Company or of the members, Directors, nominees, or managers of any company or firm or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Directors think fit.
- Local laws. (5) Any such delegates or attorneys as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.
- (6) The Company may if it deem it expedient or necessary at any time to have Managing Agents for the conduct of the business of the Company appoint such Managing Agents at a special General Meeting of the Company with a remuneration for their services as the Company may agree upon and determine.

(7) The Directors shall appoint a suitable person to be Secretary who may be a Shareholder or otherwise and shall be paid such remuneration as the Directors may from time to time determine. Such Secretary may hold any other position in the Company in addition to his duties as Secretary.

MANAGERS.

126. The business of the Company shall be carried on by two Managing Directors on a Managing Director with or without a Manager or Managers or by a Manager or Managers as the Directors may from time to time determine. Such Managing Directors, Managing Director, Manager or Managers shall be subject to the direction and control of the Directors and his or their remuneration, power, and duties shall be such as the Directors may from time to time determine.

127. Unless and until otherwise determined by the Directors, one of the Managers or one of the Directors, together with at least one Managing Director, shall have the power to make, draw, endorse, sign, accept, negotiate, and give all cheques, bills of lading, drafts, orders, bills of exchange, promissory notes, contracts, and other negotiable instruments required in the business of the Company, and may also sign and give all receipts, releases, and other discharges for money payable to the Company and for the claims and demands of the Company.

THE SEAL.

128. The Directors shall provide for the safe custody of the seal, and the seal shall never be used except by the authority of the Directors or a Committee of the Directors previously given, and two Directors at the least shall sign every instrument to which the seal is affixed. Provided, nevertheless, that any instrument bearing the seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same.

DIVIDENDS.

129. Subject as aforesaid and to the rights of the holders of shares issued upon special conditions, the profits of the Company shall be divisible among the members in proportion to the capital paid up on the shares held by them respectively.

130. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment.

131. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

132. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

133. The declaration of the Directors as to the amount of the nett profits of the Company shall be conclusive.

134. The Directors may from time to time pay to the members such interim dividends as in their judgments the position of the Company justifies.

135. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities, or engagements in respect of which the lien exists.

136. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes, but so that the call on each member shall not exceed the dividend payable to him and so that the call be made payable at the same time as the dividend, and the dividend may, if so arranged between the Company and the member, be set off against the call. The making of a call under this clause shall be deemed ordinary business of an Ordinary Meeting which declares a dividend.

137. Any General Meeting may direct payment of any dividend declared at such meeting, or of any interim dividend, which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company, or of any other company, or in any other form of specie, or in one or more of such ways, and the Directors shall give effect to such direction; and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

138. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer.

139. The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member or which any person under that clause is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same.

140. Any one of several persons who are registered as the joint-holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

141. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member 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, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

142. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed, and all dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company.

BOOKS AND DOCUMENTS.

143. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits, and liabilities of the Company.

144. The books of account shall be kept at the office or at such other place or places as the Directors think fit.

Custody of Seal.

How profits shall be divisible.

Declaration of dividends.

Restriction on amount of dividend.

Dividend out of profits only and not to carry interest.

What to be deemed nett profits.

Interim dividends.

Debts may be deducted.

Dividend and call together.

Dividend in specie.

Effect of transfer.

Retention in certain cases.

Dividend to joint-holders.

Payment by post.

Unclaimed dividends.

Books of accounts to be kept.

Where to be kept.

Inspection by members.

145. 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 account books and documents of the Company or any of them shall be open to the inspection of the members, and no member 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.

ACCOUNTS AND BALANCE SHEETS.

Annual account and balance sheet.

146. (1) At each Ordinary Meeting the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than six months before the meeting from the time when the last preceding account and balance sheet were made up, or in the case of the first account and balance sheet from the incorporation of the Company.

(2) The Auditor's report (to be prepared in accordance with the provisions of clause 152 of the Articles) shall be attached to the balance sheet or there shall be inserted at the foot thereof a reference to the report, and the report shall be read before the Company in General Meeting and shall be open to inspection by any Shareholder.

Annual report of Directors.

147. Every such balance sheet shall be accompanied by a report of the Directors 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 members, and the amount (if any) which they propose to carry to the reserve fund according to the provisions in that behalf hereinbefore contained, and the account, report, and balance sheet shall be signed by at least three Directors.

Copies to be sent to members and deposited at the registered office.

148. A printed copy of such account and balance sheet, together with the reports of the Auditors and Directors, shall at least seven days previously to the meeting, be sent to the registered address of every member of the Company, and a copy shall also be deposited at the registered office of the Company for the inspection of members of the Company during a period of at least seven days before the meeting.

AUDIT.

Accounts to be audited annually. Audit provisions.

149. Once in every year the accounts of the Company shall be examined, and the correctness of the balance sheet ascertained by one or more Auditor or Auditors.

150. The Company at the First Ordinary Meeting in each year shall appoint an Auditor or Auditors to hold office until the First Ordinary Meeting in the following year, and the following provisions shall have effect, that is to say:—

(1) A Director or officer of the Company shall not be capable of being appointed Auditor of the Company.

(2) A person other than a retiring Auditor shall not be capable of being appointed Auditor at an Ordinary Meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a Shareholder to the Company not less than fourteen days before the meeting, and the Company shall send a copy of any such notice to the retiring Auditor, and shall give notice thereof to the Shareholders, either by advertisement or in any other mode allowed by the Articles, not less than seven days before the meeting.

Provided that if after notice of the intention to nominate an Auditor has been so given an Ordinary Meeting is called for a date fourteen days or less after the notice has been given, the notice though not given within the time required by this provision shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the Ordinary Meeting.

(3) The first Auditors of the Company may be appointed by the Directors before the first Ordinary Meeting, and if so appointed shall hold office until such meeting, unless previously removed by a resolution of the Shareholders in General Meeting, in which case the Shareholders at that meeting may appoint Auditors.

(4) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues, the surviving or continuing Auditor or Auditors (if any) may act.

Remuneration of Auditors.

151. The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors appointed before the First Ordinary Meeting, or to fill any casual vacancy may be fixed by the Directors.

Rights and duties of Auditors.

152. (1) Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the Directors and officers of the Company such information and explanations as may be necessary for the performance of the duties of the Auditors.

(2) The Auditors shall make a report to the Shareholders on every balance sheet laid before the Company in General Meeting during their tenure of office, and the report shall state:—

(a) Whether or not they have obtained all the information and explanations they have required; and

(b) Whether in their opinion the balance sheet referred to in the report is properly drawn up, so as to exhibit a true and correct view of the state of the Company's affairs according to the best of their information, and the explanations given to them and as shown by the books of the Company.

When accounts to be deemed finally settled.

153. Every account of the Directors when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth shall be conclusive.

NOTICES.

How notice to be served on members.

154. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such member at his registered place of address.

155. Each holder of registered shares shall from time to time notify in writing to the Company some place in the Island of Ceylon to be registered as his address, and such registered place of address shall for all purposes be deemed his place of residence.

Members resident abroad.

156. As regards any member who has not notified in writing to the Company some place in the Island of Ceylon to be registered as his address, a notice posted up in the registered office shall be deemed to be well served on him at the expiration of twenty-four hours from the time when it is so posted up.

Notices where no address.

157. Any notice required to be given by the Company to the members, or any of them, and not expressly provided for by these presents shall be sufficiently given if given by advertisement.

When notice may be given by advertisement.

158. Any notice required to be or which may be given by advertisement shall be advertised once in the *Ceylon Government Gazette*.

How to be advertised.

159. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares.

Notice to joint-holders.

160. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office and a certificate in writing signed by any Director or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.

When notice by post deemed to be served.

161. Every person who by operation of law, transfer, or other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share.

Transferees, &c., bound by prior notices.

162. Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators, and all persons, if any, jointly interested with him or her in any such share.

Notice valid though member deceased.

163. The signature to any notice to be given by the Company may be written or printed.

How notice to be signed.

164. In the event of a winding up of the Company every member of the Company who is not for the time being in the Island of Ceylon shall be bound within eight weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company to serve notice in writing on the Company appointing some householder residing in Colombo upon whom all summonses, notices, process, orders, and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty, on behalf of such member, to appoint some such person, and service, upon any such appointee, whether appointed by the member or the liquidator, shall be deemed to be good personal service on such member for all purposes and where the liquidator makes any such appointment he shall, with all convenient speed, give notice thereof to such member by advertisement in some daily newspaper published in Colombo or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register of members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted. The provisions of this clause shall not prejudice the right of the liquidator of the Company to serve any notice or other document in any other manner prescribed by the regulations of the Company.

Service of process in winding up.

SECRECY CLAUSES.

165. Every Director, manager, auditor, trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company shall, if so required by the Directors before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with the customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors, or by any meeting, or by a court of law, or by the person to whom such matters relate, and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

Secrecy clause.

166. No member shall be entitled to enter upon the property of the Company or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it will be inexpedient, in the interest of the members of the Company, to communicate to the public.

Member not entitled to information.

WINDING UP.

167. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of the shares issued upon special terms and conditions.

Distribution of assets.

Distribution of
assets in specie.

168. (1) If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with the sanction of an extraordinary resolution, divide among the contributories, in specie or kind, any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators, with the like sanction, shall think fit.

(2) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association), and in particular any class may be given preferential or special rights or may be excluded altogether or in part, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution.

(3) In case any of the shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may, within ten days after the passing of the extraordinary resolution by notice in writing, direct the liquidator to sell his proportion and pay him the nett proceeds, and the liquidator shall, if practicable, act accordingly.

INDEMNITY.

Indemnity.

169. Every Director, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses, and expenses which any such officer or servant may incur, or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant, or in any way in the discharge of his duties, including travelling expenses and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

Individual
responsibility of
Directors.

170. No Director, Manager, or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors 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 loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office, or in relation thereto, unless the same happen through his own dishonesty.

In witness whereof, the Subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the dates hereafter written.

D. WILLIAM PEDRIS.

MICHAEL DE JONG.

C. J. MATHEW.

ARTHUR E. EPHEAUMS.

WARWICK MAJOR.

G. ROBERT DE ZOYSA.

A. A. M. SALEEM.

Witness to the above seven signatures, at Colombo, this 20th day of February, 1920 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE ROBGILL TEA COMPANY, LIMITED.

1. The name of the Company is "THE ROBGILL TEA 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 the Robgill estate situated at Bogawantalawa, in extent 433 acres more or less, Singarawatta estate situated at Dikoya, in extent 140 acres more or less, and Bon Accord estate situated at Dikoya, in extent 165 acres more or less.
 - (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 tea, rubber, 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) 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, the Federated Malay States, India, 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; 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 tea leaf, rubber, 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 tea and rubber 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 purpose 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 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.
- (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.

And it is also declared that no transfer of shares in the Company shall be made to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of Chapter VI. of the Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for or on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control," and it is further declared that the carrying on of the business of the Company subject to the said restriction as to transfers is one of the objects of the Company.

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. |
|-------------------------------------|----------------------------------|---|
| 1. | W. COOMBE, Colombo | One |
| 2. | LIONEL COX, Colombo | One |
| 3. | A. WARDEN, Colombo | One |
| 4. | M. L. HOPKINS, Colombo | One |
| 5. | R. A. SHARROCKS, Colombo | One |
| 6. | E. L. FRASER, Colombo | One |
| 7. | A. N. BRUCE, Colombo | One |
| Total number of Shares taken .. | | Seven |

Witness to the above signatures at Colombo, this 24th day of February, 1920:

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

ARTICLES OF ASSOCIATION OF THE ROBGILL TEA 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 Robgill Tea 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 (1,000) shares of 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 shares 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 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 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 rights 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 or to a "prohibited person" or "foreigner" or "corporation under foreign control."*—No transfer of shares shall be made to a minor or person of unsound mind or to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of Chapter VI. of "The Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917," or to any person acting for and on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control."

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 of 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 declination 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 interests 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; and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company; 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 resolution 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 expense 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 Three hundred thousand Rupees (Rs. 300,000). 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 Meeting.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is so prescribed, 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 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.

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. 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 Robgill Tea 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 Two thousand Rupees (Rs. 2,000), 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 Five thousand Rupees (Rs. 5,000) 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 Gerald Osmond Le Mottee of Battalgalla, Dikoya; George Lionel Cox of Colombo; William Coombe of Colombo; and William Burgess Bartlet of Cranley, Lindula, 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 purchase or otherwise acquire the said Robgill, Singarawatte, and Bon Accord estates.

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, or acquisition of the said Robgill, Singarawatte, and Bon Accord estates and the purchase, lease or acquisition 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.

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 reason 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, lands, and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands, 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. *Meetings 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 thereat 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. *Regulations 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 committees 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 to 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 of 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 open 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. *Notice 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 resident 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 Twenty-fourth day of February, One thousand Nine hundred and Twenty.

W. COOMBE.
LIONEL COX.
A. WARDEN.
M. L. HOPKINS.
R. A. SHARROCKS.
E. L. FRASER.
A. N. BRUCE.

19
12
26
1920

Witness to the above signatures:

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

[Second Application.]

MEMORANDUM OF ASSOCIATION OF COREEN ESTATES, LIMITED.

1. The name of the Company is "COREEN ESTATES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are:—
 - (a) To purchase and acquire the Coreen Estate, situate at Dimbula in the Island of Ceylon, in extent 362½ acres on the seaboard.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government, or any authorities, and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
 - (h) To lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h) for the manufacture and preparation for market of tea, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, coconuts, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, coconuts, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice, and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious, and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber, coconuts, and other products, or any such business on behalf of the Company, or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere, stores, shops, and places for the sale of rubber, coconut, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.

- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer, or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to, and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate property and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company, in money or in shares, the shares (whether wholly or partly paid up) of any Company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Two hundred thousand Rupees (Rs. 200,000), divided into Twenty thousand (20,000) 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 sub-divided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

| Names and Addresses of Subscribers. | Number of Shares taken by each Subscriber. |
|-------------------------------------|---|
| J. F. SIBBALD, Colombo | One |
| J. R. TAWSE, Colombo | One |
| OSWIN S. WICKWAR, Colombo | One |
| C. A. GRANT, Colombo | One |
| W. A. COLE, Colombo | One |
| A HAYDON, Colombo | One |
| E. M. ABUD, Colombo | One |
| Total Shares taken .. | Seven |

Witness to the seven above signatures, at Colombo, this 9th day of March, 1920 :—

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

ARTICLES OF ASSOCIATION OF COREEN ESTATES, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means any person whose name is entered in the Register of Shareholders as owner or joint owner of any share in the company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Two hundred thousand Rupees (Rs. 200,000), divided into 20,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the

offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificates for the shares to be transferred, and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of One Rupee and Fifty Cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 30, shall register the transferee as a Shareholder, and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

44. The Directors may in their discretion remit or dispense with the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted or otherwise disposed of under Article 41 hereof shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

50. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued, or then about to be issued (other than shares issued with a preference), or at such a

premium, or with such deferred rights as compared with any shares previously issued, or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may, from time to time, by special resolution determine.

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

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

BORROWING POWERS.

53. The Directors shall have power from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50,000), but the Directors shall not have power to mortgage or hypothecate any of the property of the Company as security for the repayment of such sum or sums of money without the sanction of a General Meeting.

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

78. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him up to Ten (10) shares, and one vote for every further ten shares.

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

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

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

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

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

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

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

Coreen Estates, Limited.

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

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

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

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

DIRECTORS.

87. The number of Directors shall never be less than two nor more than five, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

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

88. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding 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 granted for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. The first Directors shall be Alexander Mansfield Forbes, James Wright Ferguson, Duncan Alexander Forbes, and Norman John Gordon Robertson, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

92. The Director to retire from office at the second, third, fourth, and fifth Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot. In every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

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

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

106. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents,

make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artisans, labourers, and otherservants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

141. Any General Meeting may direct payment of any dividend declared at such meeting, or of any interim dividends which may subsequently be declared by the Directors, wholly or in part, by means of drafts or cheques on London or by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company, or of any other company, or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction, and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

153. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149 shall not be entitled to be given any notices.

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

157. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, and the liquidator

or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company, either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an arbitration as in the sub-section 6 of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the dates hereafter written.

J. F. SIBBALD.

J. R. TAWSE.

OSWIN S. WICKWAR.

C. A. GRANT.

W. A. COLE.

A. HAYDON.

E. M. ABUD.

Witness to the seven above signatures, at Colombo, this 9th day of March, 1920:

V. A. JULIUS,

Proctor, Supreme Court, Colombo.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF THE WATAPOTA RUBBER AND TEA ESTATES, LIMITED.

1. The name of the Company is "THE WATAPOTA RUBBER AND TEA ESTATES, LIMITED."

2. The registered office of the Company is to be established in Colombo.

The objects for which the Company is to be established are—

- (1) To acquire from Mr. P. D. G. Clark about 900 acres more or less of lands situated at Yatagare and Manana, in the District of Ratnapura of the Island of Ceylon and to acquire from Carson & Co., Limited, all their leasehold interests in 460 acres more or less, of lands situated at Watapota, in the District of Ratnapura of the said Island under lease No. 324/93 dated August 12, 1919, from Mr. and Mrs. A. H. E. Molamure, for a period of 60 years of which a period of about 59 years has yet to run.
- (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 tea, rubber, 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) 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, the Federated Malay States, India, 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; 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 tea leaf, rubber, 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 tea and rubber 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 purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interest; 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 stocks 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 obligation, 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, 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 affectuate 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 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.
- (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.

And it is also declared that no transfer of shares in the Company shall be made to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of Chapter VI. of the Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for or on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control," and it is further declared that the carrying on of the business of the Company subject to the said restriction as to transfers is one of the objects of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million two hundred thousand Rupees (Rs. 1,200,000), divided into One hundred and Twenty thousand (120,000) 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. |
|--|---|
| H. C. BIBBY, Colombo | One |
| LIONEL COX, Colombo | One |
| A. WARDEN, Colombo | One |
| W. COOMBE, Colombo | One |
| W. G. BERRY, Nivitigala | One |
| A. E. BARRS, Arandara, Kegalla | One |
| V. C. LAMB, Arandara estate, Kegalla | One |
| Total number of Shares taken | Seven |

Witness to the signatures of H. C. BIBBY, LIONEL COX, A. WARDEN, W. COOMBE, and W. G. BERRY, at Colombo, this 8th day of March, 1920 :

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

Witness to the signature of V. C. LAMB, at Kegalla, on this 12th day of March, 1920 :

ELIAN ONDA-TJE,
Justice of the Peace, Kegalla.

Witness to the signature of A. E. BARRS, at Colombo, this 15th day of March, 1920 :

LESLIE W. F. DE SARAM,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE WATAPOTA RUBBER AND TEA ESTATES, 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 Watapota Rubber and Tea Estates, 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 two hundred thousand Rupees (Rs. 1,200,000), divided into One hundred and twenty thousand (120,000) shares of 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 sanction 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 shareholders 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 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 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 rights 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 or to a "prohibited person" or "foreigner" or "corporation under foreign control."*—No transfer of shares shall be made to a minor or person of unsound mind, or to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of chapter VI. of The Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for and on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control."

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 to any person not approved of 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 declination 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 centum 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 centum 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; and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company; 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 centum 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 or preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or 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 resolution 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 instalment 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 two hundred and fifty thousand Rupees (Rs. 250,000). With the sanction of a General Meeting the Directors shall be entitled to borrow such 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 Meeting.*—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 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.

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 WATAPOTA RUBBER AND TEA ESTATES, 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 votes shall be tendered; and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

86. *No Shareholder 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 Two thousand Rupees (Rs. 2,000), 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 Five thousand Rupees (Rs. 5,000) 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 Herbert Douglas Garrick, Esq., of Ukuwela estate, Ukuwela; Edgar Robert Ernest Geddes, Esq., of Madampe estate, Rakwana; William Coombe, Esq., and Alfred Warden, Esq., both of Colombo, 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 as 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 purchase or otherwise acquire the said lands in extent 900 acres more or less situated at Yatagare and Manana and to acquire the said leasehold interests in the lands in extent 460 acres more or less, situated at Watapota.

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, or acquisition of the said lands, in extent 900 acres more or less situated at Yatagare and Manana aforesaid, and acquisition of the said leasehold interests in the said lands in extent 460 acres more or less situated as Watapota aforesaid, and the purchase, lease, or acquisition 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.

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 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, lands and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands 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 effects 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. *Meetings 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 if present, but if there be a vacancy in the office of Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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 thereat 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 committees 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 no 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 to 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 in 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 of 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 open 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. *Notice 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 resident 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 the places and on the days and dates hereinafter mentioned.

H. C. BIBBY.
LIONEL COX.
A. WARDEN.
W. COOMBE.
W. A. BURY.
A. E. BARRS.
V. C. LAMB.

Witness to the signatures of H. C. BIBBY, LIONEL COX, A. WARDEN, W. COOMBE, and W. A. BURY, at Colombo, this 8th day of March, 1920.

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

Witness to the signature of V. C. LAMB, at Kegalla, on this 12th day of March, 1920:

ELIAN ONDAATJE,
J. P., Kegalla.

Witness to the signature of A. E. BARRS, at Colombo, this 15th day of March, 1920:

LESLIE W. F. DE SARAM,
Proctor, Supreme Court, Colombo.

[First Publication.]

The Mocha Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at No. 6, Prince street, Fort, Colombo, the registered office of the Company, on Wednesday April 7, 1920, at 12 noon.

Business.

To confirm, as a special resolution, the subjoined resolution, which was duly passed by the requisite majority at the Extraordinary General Meeting of the Shareholders of the Company, held on March 6, 1920:—

That the Articles of Association of the Company be altered by the deletion of the present Article No. 79, and the substitution therefore of the following Articles, namely:

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

The undivided profits (Rs. 221,441.21) now standing to the credit of the account intitled depreciation account shall be carried to the general reserve of the Company in accordance with this clause.

79a. Any General Meeting may direct payment of any dividend declared at such meeting or of any interim dividends which may subsequently be declared by the Directors wholly or in part by means of cheques or drafts 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 one or more of such ways and the Directors shall give effect to such direction and when any difficulty arises in regard to the distribution they may settle the same as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so paid in order to adjust the rights of all parties and may vest any such specific assets in Trustees upon such trusts for the persons entitled to

the dividend as may seem expedient to the Directors. When requisite a proper contract shall be filed and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend and such appointment shall be effective.

By order of the Directors,

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

Colombo, March 18, 1920.

The Mocha Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held on April 7, 1920, at 12.15 P.M., at the registered office of the Company, No. 6, Prince street, Colombo.

Business.

To consider and, if approved, to pass the following resolution, namely:—

That a sum of Rs. 450,000, part of the undivided profits of the Company standing to the credit of the Company's reserve fund, be distributed as bonus divided amongst the holders registered on June 30, 1920, of the ordinary shares of the Company in proportion to the ordinary shares held by them, and that 900 unissued ordinary shares of Rs. 500 each be in accordance with the said resolution distributed amongst them in like proportion in satisfaction of the above bonus dividend.

By order of the Directors,

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

Colombo, March 18, 1920.

Kandy Rubber and Tea Estates, Limited.

NOTICE is hereby given that the Tenth Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, No. 12, Queen street, Colombo, on Friday, April 9, 1920, at 11 A.M.

Business.

1. To receive the report of the Directors and accounts for the year 1919.
2. To declare a dividend.
3. To elect a Director.
4. To fix remuneration of Directors.
5. To appoint an Auditor.
6. To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from April 5 to 11, 1920, both days inclusive.

By order of the Directors,
LEE, HEDGES & Co., LTD.,
Agents and Secretaries.

Colombo, March 19, 1920.

Sir H. Dias' Coconut Estates, Limited.

NOTICE is hereby given that the Tenth Annual Ordinary General Meeting of the Shareholders of this Company will be held at its registered office, Prince Building, Prince street, Fort, Colombo, on Tuesday, April 6, 1920, at 11 A.M.

Business.

1. To receive the report of the Directors and accounts to December 31, 1919.
2. To declare a final dividend.
3. To elect a Director.
4. To elect Auditors for the current year.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from March 22 to April 9, 1920, both days inclusive.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Agents and Secretaries.

Colombo, March 22, 1920.

Gavatenne Estate, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders of this Company will be held at the office of the Colombo Commercial Company, Ltd., Slave Island, Colombo, on Monday, April 12, 1920, at 11 A.M.

Business.

1. To receive the report of the Directors and the statement of accounts for the year ended December 31, 1919.
2. To elect a Director.
3. To appoint Auditors.
4. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,
COLOMBO COMMERCIAL Co., LTD.,
Agents and Secretaries.

Colombo, March 26, 1920.

The Telok Bharu Coconut Company, Limited.

NOTICE is hereby given that the Eighth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Wednesday, April 7, 1920, at 11.30 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1919.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,
WHITTALL & Co.,
Agents and Secretaries.

Colombo, March 24, 1920.

The Coconut Estates of Perak, Limited.

NOTICE is hereby given that the Ninth Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Wednesday, April 7, 1920, at 12 noon.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1919.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To consider and, if thought fit, to pass the following resolutions:—

Whereas in exercise of the authority granted to them by the resolution of the shareholders passed at the Extraordinary General Meeting of the Company held on the 6th day of April, 1918, the Directors have borrowed for the purposes of the Company (in addition to the sum of Rs. 100,000 as authorized by Article 57, and in addition to the sum of Rs. 600,000 borrowed by the creation and issue of debentures) further sums aggregating Rs. 400,000, as contemplated by the said resolution of the 6th day of April,

1918, and have, in addition, borrowed further sums aggregating approximately Rs. 285,000 for the purposes of the Company, now it is hereby resolved:—

(a) That the action of the Directors in borrowing such further sums as aforesaid aggregating Rs. 285,000 approximately is hereby confirmed and approved.

(b) That the Directors be and they are hereby authorized to raise and borrow from time to time for the purposes of the Company (in addition to the sums of Rs. 100,000, Rs. 600,000, Rs. 400,000, and Rs. 285,000 approximately above referred to), such further sum or sums of money not exceeding in the aggregate the sum of Rs. 300,000, at such rate or rates of interest (not exceeding 9 per cent. per annum) on such terms and conditions and upon such security (subject, however, to the conditions of Article 57) as the Directors shall in their absolute discretion think fit.

4. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,
WHITTALL & Co.,
Agents and Secretaries.

Colombo, March 24, 1920.

Ceylon Coconut Company, Limited.

NOTICE is hereby given that the Eleventh Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, Lloyd's Buildings, No. 7 A, Prince street, Fort, Colombo, on Monday, April 12, 1920, at 12 noon.

Business.

1. To receive the report of the Directors and the accounts for the past year.
2. To declare a final dividend.
3. To elect a Director.
4. To consider the contribution to the Ceylon War Memorial and/or other charitable funds.
5. To appoint Auditors for the current year.
6. To transact such other business as may properly be brought before the Meeting.

The Transfer Books of the Company will be closed from April 3 to 12, 1920, both days inclusive.

By order of the Directors,
AITKEN, SPENCE & Co.,
Agents and Secretaries.

Colombo, March 26, 1920.

The Mentenne Rubber Company, Limited.

NOTICE is hereby given that the Tenth Annual Ordinary General Meeting of the Shareholders will be held at the registered office of the Company, Gaffoor Building, Main street, Colombo, on Thursday, April 8, 1920, at 12 noon.

Business.

1. To receive the report of the Directors and statement of accounts to December 31, 1919.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor, and transact any other competent business.

By order of the Directors,
GORDON FRAZER & Co., LTD.,
Agents and Secretaries.

Colombo, March 26, 1920.

The Sittagama Rubber Company, Limited.

NOTICE is hereby given that the Ninth Annual General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor Building, Main street, Colombo, on Friday, April 9, 1920, at 12 noon.

Business.

1. To receive the report of the Directors and statement of accounts to December 31, 1919.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.

By order of the Directors,
GORDON FRAZER & Co., LTD.,
Agents and Secretaries.

Colombo, March 26, 1920.

The Gallawatte (Ceylon) Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, Gaffoor Building, Main Street, Colombo, on Saturday, April 10, 1920, at 11 a.m., for the purpose of considering, and, if thought fit, passing the following resolutions:—

1. That the Articles of Association of the Company be amended by the deletion of Article No. 4, viz.:—

"4. The original capital of the Company is Three hundred thousand Rupees (Rs. 300,000), divided into Three thousand and shares of Rupees One hundred (Rs. 100) each." and substituting therefor the following Article:—

"4. The nominal capital of the Company is Rupees Three hundred thousand (Rs. 300,000), divided into Thirty thousand (30,000) shares of Rupees Ten (Rs. 10) each."

Should the above resolutions be passed by the requisite majority, they will be submitted for confirmation as special resolutions to a subsequent General Meeting which will be convened for the purpose.

By order of the Directors,
GORDON FRAZER & Co., LTD.,
Agents and Secretaries.

Colombo, March 26, 1920.

The Kalutara Rubber Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, Gaffoor Building, Main street, Colombo, on Saturday, April 10, 1920, at 11.30 a.m., for the purpose of considering, and, if thought fit, passing the following resolutions:—

1. That the Articles of Association of the Company be amended by the deletion of Article No. 4, viz.:—

"4. The nominal capital of the Company is Rupees Two hundred and Fifty thousand (Rs. 250,000), divided into Two thousand Five hundred (2,500) shares of Rupees One hundred (Rs. 100) each." and substituting therefor the following Article:—

"4. The nominal capital of the Company is Rupees Two hundred and Fifty thousand (Rs. 250,000), divided into Twenty-five thousand shares of Rupees Ten (Rs. 10) each."

Should the above resolutions be passed by the requisite majority, they will be submitted for confirmation as special resolutions to a subsequent General Meeting, which will be convened for the purpose.

By order of the Directors,
GORDON FRAZER & Co., LTD.,
Agents and Secretaries.

Colombo, March 26, 1920.

The Moneragalla Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of this Company will be held at the registered office of the Company, Gaffoor Building, Main Street, Colombo, on Saturday, April 10, 1920, at 2 noon, for the purpose of considering, and, if thought fit, passing the following resolutions:—

1. (a) That each of the 5,000 shares of Rs. 100 each in the capital of the Company be subdivided into ten shares of Rs. 10 each.

(b) That the shares resulting from the division of each of the existing Rs. 100 shares be re-numbered, so that the shares representing those now numbered 1 to 5,000 be re-numbered 5,001 to 55,000.

Should the above resolutions be passed by the requisite majority, they will be submitted for confirmation as special resolutions to a subsequent General Meeting which will be convened for the purpose.

By order of the Directors,
GORDON FRAZER & Co., LTD.,
Agents and Secretaries.

Colombo, March 26, 1920.

A. H. Marshall & Company.

MR. A. H. MARSHALL of Colombo carrying on business as A. H. Marshall & Co., hereby give notice that he has by deed No. 340 dated December 15, 1919, and attested by D. E. Weerasooria of Colombo, Notary Public, sold the business of A. H. Marshall & Co. to Mr. G. Robert de Zoysa, who has been connected with the firm from its commencement.

Mr. G. Robert de Zoysa will carry on the business on the same lines as formerly, and in the name and style of G. Robert de Zoysa & Co., successors to A. H. Marshall & Co.

From and after March 21, 1920, A. H. Marshall's interest in the business ceases, and consequently he will not be liable for any debts incurred or be responsible for any business transacted by G. Robert de Zoysa from and after that date.

A. H. MARSHALL.
G. ROBERT DE ZOYSA.

A. H. Marshall & Company

NOTICE is hereby given that I, Robt. de Zoysa, having purchased the above business from Mr. A. H. Marshall, will continue to carry on the business under the name and style of G. Robt. de Zoysa & Co., successors to A. H. Marshall & Co.

Mr. Seymour Buckingham and Mr. Arthur de Zoysa have been admitted members of the new firm.

Mr. A. H. Marshall will be looking after the interests of the new firm in Europe.

34/5, Chatham street,
Colombo, March 20, 1920.

G. ROBT. DE ZOYSA.

Auction Sale of Valuable Properties at Kandane and Hapugoda.

UNDER instructions from the official administrator in Testamentary proceedings No. 6,509 of the District Court of Colombo, I shall sell by public auction on Saturday April 17, 1920, commencing at 2 p.m., at the respective spots:—

(1) An undivided $\frac{1}{2}$ share of an allotment of land called Gorakagahawatta, situated at Kandane, in the Ragam pattu of Alutkuru korale, exclusive of the second plantation; extent about half an acre.

(2) An undivided $\frac{1}{2}$ share of an allotment of land called Millagahawatta, situated at Kandane aforesaid, exclusive of the second plantation; extent about 10 perches; and

(3) The undivided northern part or share of the land called Kshatagahalanda, situated at Hapugoda, in the Ragam pattu of Alutkuru korale; extent 4 acres and 1 rood.

For further particulars apply to T. D. J. Cornelius, Esq., Proctor and Notary, Dam street, Colombo, or—

No. 8, Hulftsdorp street,
Colombo.

H. D. JOHN PIERIS,
Auctioneer and Broker.

Auction Sale of Valuable Properties at Ganegoda, in Akmeemana, within the Gravets of Galle.

Under Mortgage Decree.

By virtue of the commission issued to me in case No. 92 of 1920 of the District Court of Colombo, I shall sell by public auction, on Saturday, April 24, 1920, commencing at 2 p.m., at my office No. 8, Hulftsdorp street, Colombo, the following properties, to wit:—

(1) Undivided $\frac{1}{2}$ share of all that allotment of land called Mollamadola, situated at Ganegoda in Akmeemana, within the four gravets of Galle; extent 3 acres and 6 perches.

(2) Undivided $\frac{1}{2}$ share of all that allotment of land called Wellamadolaowita, situated at Ganegoda aforesaid; extent 1 rood and 36 perches.

(3) Undivided $\frac{1}{2}$ share of all that allotment of land called Hinnahunugodakande, situated at Narawala, in Akmeemana aforesaid; extent 4 acres and 11 perches.

(4) All those four contiguous allotments of land called Weliketiyagodakande, situated at Ganegoda aforesaid; extent 8 acres and 25 perches.

(5) Undivided $\frac{4}{5}$ of $\frac{1}{2}$ shares of all that allotment of land called Weliketiyagodawatta, situated at Ganegoda aforesaid; extent 3 acres and 2 roods.

(6) Undivided $\frac{1}{2}$ share of all that allotment of land called Weliketiya Egodahawatta, situated at Ganegoda aforesaid; extent 3 acres.

(7) All that allotment of land called Weliketiyawatta, situated at Ganegoda aforesaid; extent 1 rood and 13 perches.

For further particulars apply to J. T. Bartlett, Esq., Proctor and Notary, Hulftsdorp, Colombo, or—

No. 8, Hulftsdorp street,
Colombo.

H. D. JOHN PIERIS,
Auctioneer and Broker.

Auction Sale of a Valuable House Property at Welikade Junction, near the Government Market.

Under Mortgage Decree.

BY virtue of the commission issued to me in case No. 51,980 of the District Court of Colombo, I shall sell by public auction on Monday, April 26, 1920, at 5 P.M., at the spot—

All that divided $\frac{1}{4}$ part of an allotment of land called Karunduwatta alias Mahawattabadawatta, with all the trees and plant there on, situated at Welikade in the Palle pattu of Salpiti korale; extent 33' 40 perches.

For further particulars apply to N. T. Palasandiram, Esq., Proctor and Notary, Dam street, Colombo, or—

No. 8, Hulsdorp street, H. D. JOHN PIERIS, Auctioneer and Broker.

Auction Sale of a Property at Bandirippuwa in the District of Chilaw.

UNDER decree in case No. 13,887 of the District Court of Negombo, entered in favour of the plaintiff Kawenna Kana Nana Suppramanian Chetty by his attorney Kana Nana Soona Pana Suppramanian Chetty of Negombo, against (1) Suwarnadipathi Kuruppuge Thelesiya Kura, widow of the late Pelis Appu, (2) Rajapakse Mudalige Miguel Appuhamy, and (3) Rajapakse Mudalige Appiling Appuhamy, all of Bandirippuwa, the defendants therein, on the recovery of the claim, interest, and costs therein mentioned, and by virtue of the order to sell issued to me, I shall sell the under-mentioned property mortgaged and hypothecated by bond No. 3,767, dated November 5, 1917, attested by M. B. W. Jayasekera, Notary Public.

By Public Auction, at the spot at 4 P.M., on Tuesday, April 20, 1920.

The undivided 19/42 shares of the land called Gorakagahawatta, situated at Bandirippuwa, in the Otaru palata of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 2 acres, with the buildings, plantations, and all appurtenances thereof.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, Negombo, or from—

M. P. KURERA, Auctioneer.
Negombo, March 9, 1920.

Auction Sale of Valuable Properties at Dummaladeniya, Bandirippuwa, Lunuwilla, Katuneriya, and Dankotuwa, in Chilaw District, and Medakumburumulla, in Kurunegala District.

UNDER decree in case No. 13,877 of the District Court of Negombo, entered in favour of the plaintiff Moona Roona Rawenna Mana Moona Roona-Ramen Chetty of Negombo, against (1) Warnakulasuriya Adappage Alisandiri Gabriel Fernando and wife (2) Ponnakuttige Marthina Fernando, both of Dankotuwa, the defendants therein, and (3) Kachchakaduge Caitan Fernando of Katuneriya, added defendant, and by virtue of the order to sell issued to me thereunder for the recovery of the sum of Rs. 1,775, with interest on Rs. 1,250 at 18 per cent. per annum from October 2, 1919, up to February 11, 1920, and thereafter at 9 per centum per annum on the aggregate amount till payment in full and costs of suit, I shall sell by public auction, on Thursday, April 15, 1920, at the respective spots the under-mentioned properties mortgaged by bond No. 3,569 dated February 1, 1917, attested by M. B. W. Jayasekera, Notary Public, to wit:—

At 10 A.M.

(1) The land called Nugagahawatta, situated at Dummaladeniya, in Kammal pattu of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 200 coconut trees plantable ground. Of the soil and plantations of this land, the undivided 29/96 shares, as secondary mortgage.

At 10.45 A.M.

(2) The divided portion of the land called Ketakellagahawatta, situated at Bandirippuwa, in Otaru palata of Pitigal korale aforesaid; containing in extent 195 coconut trees plantable ground. Of the soil and plantations of this land, the undivided 13/96 shares, as secondary mortgage.

At 11.15 A.M.

(3) The land marked A 52, situated at Lunuwilla, in Otaru palata of Pitigal korale aforesaid; containing in extent 8 acres 1 rood and 9 perches. Of the soil and

plantations of this land, the undivided 13/96 shares, secondary mortgage.

At 12.15 P.M.

(4) The residing land called Kosgahawatta, situated at Katuneriya, in Kammal pattu aforesaid; containing in extent about 400 coconut trees plantable ground. Of the soil, plantations, and buildings of this land, the undivided 13/96 shares, as secondary mortgage.

At 2 P.M.

5. The land called Pahenpanguwakebella of the land called Mecllagahagodabima, situated at Dankotuwa, in Otaru palata aforesaid; containing in extent 2 roods and 29 perches. The soil, plantations, and buildings of the undivided $\frac{1}{4}$ share on the east of this land, as primary mortgage.

At 4 P.M.

6. The land called Bulugahumulahenyaya, situated at Medakumburumulla, in Katugampola korale of the Katugampola hatpattu, in the District of Kurunegala; containing in extent about 8 acres or 2 amunams of kurakkan sowing ground. The soil and plantations of the undivided $\frac{1}{4}$ share on the north of this land, as primary mortgage.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, Negombo, or from—

M. P. KURERA, Auctioneer.
Negombo, March 15, 1920.

Auction Sale of Valuable Properties at Dummaladeniya, Lunuwilla, Bandirippuwa, and Katuneriya, in Chilaw District.

UNDER decree in case No. 6,371 of the District Court of Chilaw entered in favour of the plaintiff Moona Roona Rawenna Mana Moona Roona-Ramanaden Chetty of Colombo, against (1) Warnakulasuriya Adappage Alisandiri Gabriel Fernando and (2) Warnakula Aditta Sembukuttige Marthina Janza, widow of the late Alisandiri Fernando, both of Katuneriya, and by virtue of the order to sell issued to me thereunder for the recovery of the sum of Rs. 2,220, with interest on Rs. 1,500 at 18 per centum per annum from October 7, 1919, to February 4, 1920, and thereafter at 9 per centum per annum on the aggregate amount of decree till payment in full and costs of suit, I shall sell, at the respective spots, by public auction, on Thursday, April 15, 1920, the under-mentioned properties mortgaged and hypothecated by bond No. 993, dated August 6, 1910, attested by M. B. W. Jayasekera, Notary Public, to wit:—

At 10.15 A.M.

(1) The land called Nugagahawatta, situated at Dummaladeniya, in Kammal pattu of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 200 coconut trees plantable ground. Of the soil and plantations of this land, the undivided 29/96 shares, as primary mortgage.

At 11 A.M.

(2) The divided portion of the land called Ketakellagahawatta, situated at Bandirippuwa, in Otaru palata of Pitigal korale aforesaid; containing in extent 195 coconut trees plantable ground. Of the soil and plantations of this land, the undivided 13/96 shares, as primary mortgage.

At 11.30 A.M.

(3) The land marked A 52, situated at Lunuwilla, in Otaru palata aforesaid; containing in extent 8 acres 1 rood and 9 perches. Of the soil and plantations of this land the undivided 13/96 shares, as primary mortgage.

At 12.30 P.M.

(4) The dwelling land called Kosgahawatta, situated at Katuneriya, in Kammal pattu aforesaid; containing in extent about 400 coconut trees plantable ground. Of the soil, plantations, and buildings of this land, the undivided $\frac{1}{4}$ shares, as primary mortgage.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, Negombo, or from—

M. P. KURERA, Auctioneer.
Negombo, March 15, 1920.

Auction Sale of Properties at Kaluwairippuwa, in Negombo District, and Bandugama, Kudahakapola, and Kebellagodavela, in Colombo District.

UNDER decree in case No. 13,894, of the District Court of Negombo, entered in favour of the plaintiff Ana Nana Seena Thana Rawenna Mana Ramanaden Chetty of

Negombo, against the defendants (1) Anthonige Peragrino Perera and wife (2) Kurugamage Maria Perera, both of Kudahakapola, and by virtue of the order to sell issued to me thereunder, I shall sell for the recovery of the sum of Rs. 3,767, with interest on Rs. 1,000 at the rate of 30 per centum per annum and on Rs. 1,400 at the rate of 36 per centum per annum, respectively, from September 16, 1919, up to December 23, 1919, and thereafter at the rate of 9 per centum per annum on the aggregate amount till payment in full and costs of suit, the under-mentioned properties mortgaged by bonds No. 26,760 dated September 30, 1915, attested by N. J. C. Wijesekera, Notary Public and No. 14,634, dated November 22, 1917, attested by T. H. de Silva, Notary, by public auction, at the respective spots, on Thursday, April 22, 1920:

At 10 A.M.

(1) The land called Wavulhorewatta, situated at Kaluwairippuwa, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province, containing in extent about 4 acres. Of this land and of the buildings standing thereon, the undivided $\frac{3}{7}$ shares, as primary mortgage.

At 2 P.M.

(2) The $\frac{1}{2}$ share of the southern $\frac{1}{2}$ share of the land of the contiguous lots called Meewalassewatta, Gamayakumbura, and Kongahawatta, situated at Dandugama, in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province, containing in extent about 2 acres, and the buildings standing thereon, as secondary mortgage.

At 2.15 P.M.

(3) The land called Meewalassewatta, Gamayakumbura, and Kongahawatta, situated at Dandugama aforesaid, containing in extent about 18 acres. Of this land, the $\frac{1}{2}$ share of the southern $\frac{1}{2}$ share, in extent about 2 acres, with the soil and all plantations and buildings, as primary mortgage.

At 3 P.M.

(4) The land of contiguous lots called Ambagahawatta, Gorakagahawatta, and Kongahawatta or the land called Pansalwatta, situated at Kudahakapola, in Ragam pattu aforesaid, containing in extent about 12 acres. Of the undivided $\frac{1}{2}$ share of this land and of the buildings standing thereon, the undivided $\frac{2}{3}$ shares as secondary mortgage.

At 3.15 P.M.

(5) The land of contiguous lots called Ambagahawatta, Gorakagahawatta, and Kongahawatta or the land called Pansalwatta, situated at Kudahakapola aforesaid, containing in extent about 12 acres. Of the undivided $\frac{1}{2}$ share of the soil and all the plantations and buildings of this land, the undivided $\frac{2}{3}$ shares, as primary mortgage.

At 3.30 P.M.

(6) The land called Diyelekedawatta, situated at Kudahakapola aforesaid, containing in extent $1\frac{1}{2}$ acres. Of this land and of the buildings thereon, the undivided $\frac{2}{3}$ shares, as secondary mortgage.

At 3.45 P.M.

(7) The land called Diyelekedawatta, situated at Kudahakapola aforesaid, containing in extent $1\frac{1}{2}$ acres. Of the soil and all the plantations and buildings of this land, the undivided $\frac{2}{3}$ shares, as primary mortgage.

At 4 P.M.

(8) The land called Attikkagahawatta and field, situated at Kudahakapola aforesaid, containing in extent about 2 acres. Of this land, the undivided $\frac{1}{2}$ share, as primary mortgage.

At 4.15 P.M.

(9) The land called Beligahawatta, situated at Kudahakapola aforesaid, containing in extent about 2 acres. Of this land, the undivided $\frac{1}{2}$ share, as primary mortgage.

At 4.30 P.M.

(10) The field of 5 contiguous lots, i.e., Veliketiyakumbura, Kajugahakumbura, Halgahakumbura, Hkghakumbura, and Kotakumbura, situated at Kebellagodavela, in Alawatupitiya, in Ragam pattu aforesaid, containing in extent about 6 acres. Of this field, the undivided $\frac{4}{10}$ shares, as primary mortgage.

Further particulars from P. D. F. de Croos, Esq., Proctor, and Notary, Negombo, or from—

M. P. KURERA,
Auctioneer.

Negombo, March 15, 1920.

Auction Sale of Properties at Mutubendiwila Pahala, Talagagawa, Yatakalana, and Medagoda, in the District of Chilaw.

UNDER decree entered in case No. 13,828 of the District Court of Negombo, in favour of the plaintiff Moona Ravana Mana Soona Pana Suppramaniam Chetty of Negombo, against the defendants (1) Mapa Wijesinghe Hendrick Sinno Appuhamy, (2) Mapa Wijesinghe Peter Sinno Appuhamy, Police Headman, (3) Mapa Wijesinghe Rausnona and husband, (4) Adikari Mudiyan-selage Baba Sinno Appuhamy, all of Mutubendiwila, (5) Mapa Wijesinghe Kirimenikhamy and husband, (6) Adikari-mudiyan-selage William Sinno Appuhamy, both of Tulawala, for the recovery of the sum of Rs. 4,320 and interest on Rs. 3,000 at 24 per cent. per annum from September 1, 1919, up to January 26, 1920, and hereafter at 9 per cent. per annum on the aggregate amount of decree till payment in full and costs of suit, and by virtue of the order to sell issued to me, I shall sell the under-mentioned properties mortgaged and hypothecated to and with the said plaintiff by bond No. 6,791 dated August 31, 1915, attested by Peter W. Marasinghe, Notary, by public auction, at the respective spots, on Monday, April 19, 1920, commencing at 10 A.M.:

1. The land called Ambagahawatta, situated at Mutubendiwila, in Yatakalana pattu of Pitigal korale, in the District of Chilaw, North-Western Province, containing in extent 1 acre and 21 perches. Of this land, the undivided $\frac{9}{10}$ shares, as primary mortgage.

2. The land called Ambagahawatta, situated at Mutubendiwila aforesaid, appearing in figure of survey No. 629 dated May 20, 1904, made by J. A. Corea, Surveyor, containing in extent 2 roods and 13 perches. Of this land, the undivided $\frac{9}{20}$ shares, as primary mortgage.

3. A portion of the field called Ihalawelakumbura, situated at Mutubendiwila aforesaid; containing in extent 1 parrah and 1 laha of paddy sowing ground. Of this field, the undivided $\frac{9}{60}$ shares, as primary mortgage.

4. Another portion of the field called Ihalawela, situated at Mutubendiwila aforesaid, containing in extent 1 parrah and 1 laha of paddy sowing ground. Of this field, the undivided $\frac{9}{60}$ shares, as primary mortgage.

5. The land called Kahatagahawatta, appearing in figure of survey No. 628 dated May 20, 1904, made by the said surveyor, situated at Mutubendiwila aforesaid, containing in extent 2 roods and 23 perches. Of this land, the undivided $\frac{9}{20}$ shares, as primary mortgage.

6. The field called Velalangakumbura, situated at Mutubendiwila aforesaid, appearing in figure of survey No. 630 made by the said surveyor, containing in extent 3 acres and 15 perches. Of this land, the undivided $\frac{1}{20}$ share, as primary mortgage.

7. The land called Gorakagahawatta, situated at Mutubendiwila aforesaid, containing in extent 1 acre and 23 perches. Of this land, the undivided $\frac{9}{80}$ shares, as primary mortgage.

8. The field called Amunekumbura, situated at Mutubendiwila aforesaid, appearing in figure of survey No. 571 dated February 26, 1909, containing in extent 5 acres 3 roods and 6 perches. Of this land, the undivided $\frac{9}{80}$ shares, as primary mortgage.

9. The field called Vilakumbura, situated at Mutubendiwila aforesaid, containing in extent 9 parrahs of paddy sowing ground. Of this field, the undivided $\frac{1}{10}$ share, as primary mortgage.

10. The land called Kahatagahawatta, situated at Mutubendiwila aforesaid, containing in extent about 2 acres. Of this land, the undivided $\frac{9}{30}$ shares, as primary mortgage.

On the Same Day, commencing at 2 P.M.

11. The field called Amunudeththa, situated at Yatakalana, in Yatakalana pattu aforesaid, containing in extent about 2 parrahs of paddy sowing ground. Of this field, the undivided $\frac{9}{40}$ shares, as primary mortgage.

(12) The field called Hikgahakumbura, situated at Yatakalana aforesaid, containing in extent 5 parrahs of paddy sowing ground. Of this field, the undivided $\frac{9}{60}$ shares, as primary mortgage.

13. The field called Amunudeththairavella, situated at Yatakalana aforesaid, containing in extent 4 parrahs of paddy sowing ground. Of this field, the undivided $\frac{9}{20}$ shares, as primary mortgage.

14. The field called Talgahakumbura, situated at Yatakalana aforesaid, containing in extent about 4 parras of paddy sowing ground. Of this field, the undivided 9/80 shares, as primary mortgage.

15. The field called Talgahakumbura, situated at Yatakalana aforesaid, containing in extent about 10 parras of paddy sowing ground. Of this field, the undivided 9/80 shares, as primary mortgage.

16. The field called Talgahakumbura, situated at Yatakalana aforesaid, containing in extent about 2 parras of paddy sowing ground. Of this field, the undivided 1/10 share, as primary mortgage.

17. The field called Talgahakumbura-agareirawella, situated at Yatakalana aforesaid, containing in extent about 4 parras of paddy sowing ground. Of this field, the undivided 171/200 shares, as primary mortgage.

18. The land called Kahatagahawatta, situated at Pahala Talgasagare, in Yatakalana pattu aforesaid, containing in extent about 2½ acres. Of this land, the undivided 9/80 shares, as primary mortgage.

19. The land called Ambagahawatta, situated at Pahala Talgasagare aforesaid, containing in extent about 8 measures of kurakkan sowing ground, or about 1½ acres. Of this land, the undivided 9/20 shares, as primary mortgage.

20. The land called Gorakagahawatta, situated at Medagoda, in Yatakalana pattu aforesaid, containing in extent about 6 measures of kurakkan sowing ground. Of this land, the undivided 9/20 shares, as primary mortgage.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, Negombo.

M. P. KURERA,
Auctioneer.

Negombo, March 15, 1920

Auction Sale.

IN DEED decree in case No. 13,722, D. C., Negombo, entered in favour of the plaintiff Kana Nana Rawanna Mana Nana Suppramanium Chetty, administrator of the estate of Kana Nana Rawanna Mana Nana Mutakayah Chetty, deceased, by his attorney Muna Suna Una Pana Lana Muna Runa Saminaden Pulle, against the defendant Jayasuriya Kurunage Matisimiyano Perera of Wennappuwa, and by virtue of the order issued to me for the recovery of the sum of Rs. 4,420, with interest thereon at 9 per cent. per annum to be computed from August 18, 1919, till payment in full and costs of suit, less the sum of Rs. 1,230 that has been recovered, I shall sell the under-mentioned properties mortgaged by bonds Nos. 34,367 and 30,813 dated November 25, 1916, and December 4, 1917, and attested by P. M. A. Fernando and N. J. C. Wijesekera, Notaries, respectively, by public auction, at the respective spots, to wit:—

On Wednesday, April 21, 1920, commencing at 10 A.M.

1. The field called Deiravella, situate at Udubaddawa, in Katugampola korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province, in extent 3 parras of paddy sowing ground, the right of the defendant in and to the undivided ½ share upon deed of assignment of mortgage No. 7,830 dated February 6, 1917, attested by P. A. S. Goonewardene, Notary Public, as a primary mortgage.

2. The field called Paragahamulakumbura, of 1 pela of paddy sowing ground, and the adjoining Galabima, now a garden, of about 3 measures of kurakkan sowing ground, situate at Udubaddawa aforesaid, excluding the undivided field in this high and low land, the right of the defendant in and to the undivided ½ share of the said undivided garden upon assignment No. 7,830 aforesaid, as a primary mortgage.

3. The land called Galagawawatta and the adjoining Kongahamulahena, situate at Udubaddawa aforesaid; in extent about 4 parras of kurakkan sowing ground of the undivided ½ share of this land the right of the defendant in and to the undivided ½ share upon the said assignment of mortgage No. 7,830 and the right of lease in and to the undivided ½ share upon deed No. 7,829, dated February 6, 1917, and attested by the said notary of the bearing 40 coconut trees and the soil thereof and the undivided ¾ shares of the entire land, and the right of the defendant in and to the undivided ½ share of the bearing 25 coconut trees or the undivided ½ share of the entire land appearing in the said deed of lease No. 7,822 attested by the said notary, as a primary mortgage.

4. The land called Kadurugahamulawatta, situate at Udubaddawa aforesaid, in extent about 3 kurunies of kurakkan sowing ground, the right of the defendant in and to the undivided ½ share of this land upon the said assignment of mortgage No. 7,830 aforesaid, as a primary mortgage.

5. The land called Kadurugahamulawatta, situate at Udubaddawa aforesaid; in extent about 1½ acres, the right of lease of the defendant in and to the undivided ½ share of the soil and all the plantations of the undivided ½ share by the southern boundary from this land appearing in the said assignment of lease No. 7,829.

6. The land called Ambagahamulawatta, situate at Udubaddawa aforesaid; in extent about 4 measures of kurakkan sowing ground, the right of lease of the defendant in and to the undivided ½ share of the soil and all the plantations of this land appearing in the said deed.

7. The land called Divulgahamulakotuwa, situate at Udubaddawa aforesaid; in extent about 3 measures of kurakkan sowing ground, of the 30 well bearing coconut trees and of the soil thereof of this land the right of the lease of the defendant in and to the undivided ½ share appearing in the said deed.

8. The land called Kajugahamulawatta, situate at Udubaddawa aforesaid; in extent about 1 laha of kurakkan sowing ground, of the undivided 30 well bearing coconut trees and of the ground thereof, of this land the right of lease of the defendant in and to the undivided ½ share appearing in the said bond.

9. The high and low land of contiguous lots, i.e., Galagawawatta-Karandagahamulakumbura, the land called Galgedipillewa, ½ share of the field called Rukgahakele, and the field called Karandagahamulaweepele, situate at Udubaddawa aforesaid; in extent about 5 acres, of this high and low land and all its appurtenances the right of lease of the defendant in and to the undivided ½ share appearing in the said bond.

10. The land called Kosgahamulawatta, situate at Udubaddawa aforesaid; in extent about 2 kurunies of kurakkan sowing ground, of the produce of 14 well bearing coconut trees on the undivided ½ share of this land the right of lease of the defendant in and to the ½ share appearing in deed No. 7,831 dated February 6, 1917, attested by P. S. A. F. Goonewardene, Notary Public.

11. The land called Galagawahena, situate at Udubaddawa aforesaid; in extent about 1 bushel of kurakkan sowing ground or about 5 acres, of this land and of the plantations the right of lease of the defendant in and to the undivided ½ share appearing in deed No. 7,823, dated February 5, 1917, attested by the said Notary.

12. The land called Rukgahakumburapillewa, situate at Udubaddawa aforesaid; in extent 2 roods and 12 perches, of the 13 well bearing coconut trees on this land the right of lease of the defendant in and to the undivided ½ share appearing in deed No. 7,844, dated February 5, 1917, attested by P. S. A. F. Goonewardene, Notary Public.

13. The land called Divulgahawatta, situate at Udubaddawa aforesaid; in extent about 2 measures of kurakkan sowing ground, of the 21 well bearing coconut trees of this land, the right of lease of the defendant in and to the undivided ½ share appearing in the said deed.

14. The land called Kosgahamulawatta, situate at Udubaddawa aforesaid; in extent about 4 measures of kurakkan sowing ground, of the produce of all the coconut trees of this land, the right of lease of the defendant in and to the undivided ½ share appearing in the said deed No. 7,821, dated February 3, 1917, and attested by the said Notary.

15. The land called Hanuwanewatta, situate at Udubaddawa aforesaid; in extent about 2 lahas of kurakkan sowing ground, of the well bearing 50 coconut trees on the undivided ½ share of this land the right of lease of the defendant in and to the undivided ½ share appearing in deed No. 7,822, dated February 5, 1917, attested by the said Notary.

16. The land called Hanuwanewatta or Kajugahamulawatta, situate at Udubaddawa aforesaid; in extent about 2 kurunies of kurakkan sowing ground of 25 well bearing coconut trees on the undivided ½ share of this land the right of lease of the defendant in and to the undivided ½ share appearing in the said deed.

Further particulars from Messrs. Amarasinghe & Rana-singhe, Proctors and Notaries, Negombo, or—

Negombo, March 15, 1920.

M. P. KURERA,
Auctioneer.

Notice of Sale under Partition Ordinance in Case No. 14,640, D. C., Galle.

By virtue of a commission issued to me in the above case, I shall sell by public auction on Saturday, May 8, 1920, commencing at 3 p.m., at the spot, the following property, to wit:—

All that the land called Kandewatta, together with the buildings, exclusive of the unallotted kitchen, standing thereon, situate at Kumbalwella; and bounded on the north by Achchimudiyansegewatta, east by footpath and Malwatta, south by Galagawawita, and west by Kandewatta, containing in extent 1 rood 8 5 perches.

The said property will be put up for sale first among the co-owners at the value which it has been appraised, and, if not purchased above the said appraisement, the same will thereafter be immediately put up for sale among the public.

Galle, March 20, 1920.

J. E. GOONEWARDENE,
Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Jaffna.

Pena Kuna, Pena Suna Sivanadian Chetty of Vannarponnai Plaintiff.
No. 14,141. Vs.

- (1) Ponnamma, widow of Meyapapillai Muttiappillai, (2) Muttiappillai Sithamparappillai, and (3) Kannaikappillai, widow of Sudalaimuttupillai Pichchappillai, all of Vannarponnai West Defendants.

UNDER and by virtue of the decree and order in the above case, I shall sell by public auction on Saturday, April 17, 1920, commencing at 10 A.M., at the spot, the following property declared bound and executable for the recovery of the principal, interest, and costs of suit, viz.:—

Land situated at Vannarponnai West called Panrik-kodduvalavu, in extent 4 3/16 lachams varagu culture, with house, cultivated and spontaneous plantations; and bounded on the east by bye-lane, on the north by lane, on the west by the property of Muttiappillai Sithamparappillai, and on the south by the properties of Nagapper Ramupillai and Muttiappillai Sithamparappillai; the whole hereof.

Jaffna, March 22, 1920.

R. KANTAIYAH,
Commissioner.

Auction Sale of Property at Inuvil, in the District of Jaffna.

UNDER decree in case No. 14,367, D. C., Jaffna, entered in favour of the plaintiffs (1) Sithamparapattar Malvaganam and (2) wife Sivakkolunthu of Anai-cottai, against the defendants (1) Kasinathar Vallipuram and (2) wife Rammah of Thavady, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned lands by public auction on Saturday, April 17, 1920, at 3 p.m., at the respective spots:—

(a) Land situated at Inuvil called Koddaiyadi, in extent 23 lachams varagu culture, with well and plantations; and bounded on the east by the property of Ledehumippillai, wife of Chinniah, north by bye-lane and the village limit of Uduvil, west by the property of Kasithar Ramu, and south by the property of Nagamuttu, wife of Ramu; the whole of the land and its appurtenances contained within these boundaries exclusive of the share belonging to the eastern land in the said well and the right of way and water-course belonging thereto.

(b) Land situated at ditto called Kalladippuvannankadu, in extent 11 1/2 lachams varagu culture; and bounded on the east and north by lane, west by the property of Kanthar Vairamuttu and brothers, and south by the village limit of Thavady, of the whole hereof an undivided 1/2 share.

(c) Land situated at Thavady called Pinnal, in extent 6 lachams varagu culture, with house and plantations; and bounded on the east by the property belonging to the Parasasekarappillair temple and the property of Sittamparam, wife of Chinnatamby, north by lane, west by the property of Achchikkuddy, wife of Chinnatamby, and south by the properties belonging to the heirs of the late Ponnuppillai and

Sithamparam, wife of Sinnatamby; of the land and the appurtenances contained within these boundaries and of the share of well lying on the south and the share of Thoorvai ground, an undivided 1/4 share.

Jaffna, March 23, 1920.

S. TURAIYAPPA,
Commissioner.

Auction Sale.

In the District Court of Batticaloa.

UNDER decree entered against Ahamadolebbe Marakar Ahamad Meerasaiboelebbe of Kattankudy, administrator of the estate of late A. M. Mohamado Ismalevvai, and by virtue of an order issued to me in case No. 4,805, D. C., Batticaloa, I shall sell at the spot, the following lands, specially bound and executable for the recovery of the amount mentioned in the said decree:—

On Friday, April 16, 1920, at 9 A.M.

1. The northern share called Vadapurathupangutotam to 6 lots, forming into one coconut estate known as Chinna Etalai, situated at Puthukudy in Manmunai pattu, Batticaloa; and bounded on the north by the estate of M. K. P. H. Ahamadolebbe, south by the southern share of this estate belonging to A. M. Ahamado Meerasaiboelevvai, east by land of A. Adamlevvai and U. Meerasaiboeppi Aadgear, and west by land belonging to P. H. Sembapody and others, in extent 16 acres and 30 perches, with coconut plantations.

On Saturday, April 17, 1920, at 10 A.M.

2. The land called Thooppoddathottumunmari, situated at Mawadimunmari in Manmunai pattu, Batticaloa; bounded on the north by Manatputti-aar, south by the land of W. Meerasaiboe, east by Crown land, and west by the land hereunder described, in extent 18 acres, with its inlets, outlets, and all rights.

3. A parcel of land called Thooppoddathottumunmari, situated at Mawadimunmari, in Manmunai pattu, Batticaloa; bounded on the north by aar, south and east by the other share of land belonging to A. M. Ahamado Meerasaiboelevvai, and west by the land of U. Meerasaiboe and the share of the land belonging to A. M. Ahamado Meerasaiboe, in extent 8 acres, with its inlets, outlets, and all rights.

Batticaloa, March 22, 1920.

B. P. BARTHELOT.

Auction Sale.

In the District Court of Kurunegala.

- (1) Mapa Mudiyansele Thomas Appuhamy, (2) ditto Kim Mudiyanse, (3) Jayakadu Mudiyansele Menikhamy, the administratrix of the intestate estate of Mapa Mudiyansele Appuhamy of Alawwa, deceased Plaintiffs.
No. 7,715. Vs.

Ranaweera Atchillage Punchirala of Alawwa, in Dambadeni Udukaha korale east Defendant.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property on the first land declared bound and executable under the said decree, viz.:—

On Saturday, April 17, 1920, commencing at 3 p.m.

1. An undivided one-half share of the land called Bomaluwewatta, containing in extent 1 pela kurakkan sowing, situate at Alawwa, with all the plantations and trees standing thereon, together with 1/2 share of the tiled house standing thereon.
2. An undivided one-half share of the land called Nika-landewatta, containing in extent 6 lahas kurakkan sowing, situate at Alawwa.

For further particulars please apply to me:

Kurunegala, March 17, 1920.

T. B. AMUNUGAMA,
Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

Mallawa Aracige Koranelis Perera Appuhamy of Katuwellegama Plaintiff.
No. 7,251. Vs.

Keena Ena Ibrahim Saibo of Mutugala in Dambadeni Udukaha korale east Defendant.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the

recovery of the amount stated therein, I shall sell by public auction, at the spot, the following land bound and executable under the said decree, viz. :—

On April 16, 1920, commencing at 1 P.M.

An undivided 7/12 shares of Siyambalagahamulawatta, of about 5 lahas kurakkan sowing extent or 9 acres 1 rood and 23 perches, situated at Mutugala aforesaid, together with trees and buildings thereon.

For further particulars please apply to me :—

Kurunegala, March 20, 1920. T. B. AMUNUGAMA, Auctioneer.

Ro 4/-

Auction Sale.

In the District Court of Kurunegala.

W.H. E. Jirasinghe of Matale Plaintiff.
No. 6,145. Vs.

Raynayake Muvanselage Appuhamy of Dandaganuwa in Katugampola korale south Defendant.

UNDER and by virtue of the decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction at my office at "Belle Vue," Kurunegala, the land herein described below, declared bound and executable under the said decree :—

On Saturday, April 10, 1920, at 2.30 P.M.

All that land called Kahatagahamulawatta, in extent 4 acres and 30 perches ; and bounded on the north by title plan No. 273,092, east by lot 4 in P. P. 64, south by lots 3 T and 3 s in P. P. 64, and on the west by Meegahakotuwa,

Pannala road ; situated at Dandagomuwa in Katugampola korale south of the Katugampola hatpattu, North-Western Province.

MAURICE FERNANDO, Auctioneer.

Kurunegala, March 18, 1920.

Application for Renewal of Foreign Liquor Licenses.

We hereby give notice that we have on March 20, 1920, applied to the Government Agent, Western Province, Colombo, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1920.

Schedule referred to.

Name and address of applicant: Walker & Greig, Ltd., Colombo.

Description of license or licenses applied for: Wholesale license.

State whether application is for renewal of existing license or for a new license: New license.

Situation of premises to be licensed: Wavertree House, Vauxhall street, Slave Island.

WALKER & GREIG, LTD., H. KEMISH, Director.

Colombo, March 22, 1920.

Application for Enrolment as an Advocate.

I, SUNDRUM ALALASUNDRAM, B.A. of Vaddukkottai, Jaffna, presently of Dam street, Colombo, do hereby give notice that I shall, with effect from the date hereof, apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled as an Advocate of the said Court.

March 22, 1920.

S. ALALASUNDRAM.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION.—Irrigation Works, Province of Uva.

SUPPLEMENTARY specification showing lands found to be capable of irrigation by Uma-ela, in addition to the specifications which appeared in Government Gazettes Nos. 6,769, 6,887, 6,984, 7,002, 7,014, and 7,045 of January 13, 1916, July 13, 1917, December 6, 1918, March 21, 1919, May 30, 1919, and August 22, 1919, respectively, the names of proprietors and the contributions payable in respect of the lands.

Rate Rs. 2 per acre per annum, revisable in 1922, if considered necessary.

| No. | Name of Allotment of Land or Field. | Name of Owner. | Extent. | | | Amount due. | Area exempted. | | Amount exempted. | No. and Date of Colonial Secretary's letter authorizing exemption and Period of Exemption granted. | Total Amount due. |
|-------|-------------------------------------|--|---------|----|----|-------------|----------------|----|------------------|--|-------------------|
| | | | A. | R. | P. | | A. | R. | | | |
| 1147 | Dimbulgahawatta | Dimbulgahawattegedera Heenmalaya of Karametiya | 0 | 2 | 0 | 1 | 0 | — | — | — | 1 0 |
| 1148 | Kamatgoda-arawewatta | M. M. D. Velun Appuhamy of Medawela | 0 | 2 | 0 | 1 | 0 | — | — | — | 1 0 |
| 1149 | Galiya-arawewatta | Gammahalegedera Appuhamy | 0 | 1 | 8 | 0 | 60 | — | — | — | 0 60 |
| 1150 | Uda-arawewatta | Uda-arawe S. M. Vidane | 0 | 1 | 10 | 0 | 63 | — | — | — | 0 63 |
| 1151 | Arawewatta | do. | 0 | 0 | 33 | 0 | 41 | — | — | — | 0 41 |
| 1152 | Gedera-arawewatta | Uda-arawegedera Appu | 0 | 0 | 29 | 0 | 36 | — | — | — | 0 36 |
| 1153 | Gederawatta | G. G. Malhamy | 0 | 0 | 16 | 0 | 20 | — | — | — | 0 20 |
| 1154 | Do. | Mahagedera Badderala | 0 | 0 | 24 | 0 | 30 | — | — | — | 0 30 |
| 1155 | Do. | G. G. W. Punchirala | 0 | 0 | 21 | 0 | 26 | — | — | — | 0 26 |
| 1156 | Elamalgallewatta | G. G. Siribeddana | 0 | 2 | 6 | 1 | 8 | — | — | — | 1 8 |
| 1157 | Neeyanarawa | Sena Naina Pulle of Ambagasdowa | 1 | 2 | 0 | 3 | 0 | — | — | — | 3 0 |
| 1158 | Getahaulpothewatta | Getahaulpothegedera Thumbay | 1 | 2 | 0 | 3 | 0 | — | — | — | 3 0 |
| 1159 | Kattagaswatta | D. Siribaddena of Godawela in Alutwela | 1 | 0 | 0 | 2 | 0 | — | — | — | 2 0 |
| Total | | | 6 | 3 | 27 | 13 | 84 | | | | 13 84 |

AMENDED SUMMARY.

| | Private Lands. | | Crown Lands. | | Amount due. | |
|--|----------------|-------------|--------------|--------------------------|-------------|----------|
| | Extent. | Amount due. | Extent. | Amount due. | | |
| | A. | R. | P. | Rs. | c. | |
| In specification published in Government Gazette No. 6,769 of January 13, 1916 | 619 | 3 | 24 | 0 | 1,239 80 | |
| In supplementary specification published in Government Gazette No. 6,887 of July 13, 1917 | 11 | 1 | 20 | 0 | 22 75 | |
| In supplementary specification published in Government Gazette No. 6,984 of December 6, 1917 | 2 | 2 | 0 | — | 5 0 | |
| In supplementary specification published in Government Gazette No. 7,002 of March 21, 1919 | 2 | 2 | 0 | — | 5 0 | |
| In supplementary specification published in Government Gazette No. 7,014 of May 30, 1919 | 1 | 3 | 0 | — | 3 50 | |
| In supplementary specification published in Government Gazette No. 7,045 of August 22, 1919 | 1 | 1 | 20 | — | 2 75 | |
| Area now added | 6 | 3 | 27 | — | 13 84 | |
| Total | 646 | 1 | 11 | 0 | 2 0 | 1,292 64 |
| Deduct area and amount due on lots 89, 391, 493, 494, and 841, struck off from specification published in Government Gazette No. 6,769 of January 13, 1916 | 2 | 0 | 0 | — | — | 4 0 |
| Total area paying rate | 644 | 1 | 11 | Total amount recoverable | | 1,288 64 |

Badulla Kachcheri, December 12, 1919.

W. L. KINDERSLEY, Government Agent.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Custom-house Agents.

UNDER section 88 of Ordinance No. 17 of 1869, the following have been licensed to be Custom-house Agents at the Port of Colombo:—

| | |
|----------------------|---------------------|
| Cadiramen, J. F. | Pullenayagam, E. F. |
| Chella Tampoe, J. M. | Ramalingam, V. A. |
| Jayawardene, D. A. | Rao, T. D. |
| Gangadaram, M. S. | Selliah, S. P. |
| Ponnainpalam, M. | Young, J. E. |

R. N. THAINE,

Acting Principal Collector.

March 20, 1920.

List of Tares.

THE list of Tares given below has been approved with effect from April 15, 1920.

H. M. Customs, R. N. THAINE,
Colombo, March 20, 1920. Acting Principal Collector.

| Import. | Tare. |
|-----------------------------|------------------|
| Agerbuty per bag | .. 8 lb. |
| Anger per double bag | .. 8 lb. |
| Angoor do. | .. 8 lb. |
| Almonds do. | .. 8 lb. |
| Amlu per single bag | .. 4 lb. |
| Aniseed per bundle | .. 14 lb. |
| Do. per bag | .. 4 lb. |
| Barley do. | .. 3½ lb. |
| Beedy leaves per bundle | .. 7 lb. |
| Beeswax per case | .. 28 lb. |
| Do. per bundle | .. 7 lb. |
| Benjamin do. | .. 14 lb. |
| Do. per case | .. 21 lb. |
| Bran per bag | .. 4 lb. |
| Do. (Toor) do. | .. 2 lb. |
| Cement 400 lb. barrel | .. 25 lb. |
| Cheakkai per double bag | .. 5 lb. |
| Chillies— | |
| Adrampatam per bundle | .. 14 lb. |
| Kilakari do. | .. 14 lb. |
| Madras do. (3 inner bags) | .. 15 lb. |
| Do. do. (4 inner bags) | .. 20 lb. |
| Paumben do. | .. 14 lb. |
| Tuticorin do. | .. 5 lb. |
| Cigarettes per 100 | .. ¼ oz. |
| Do. (Beedies) — | .. 66⅔ per cent. |
| Cloves per bag | .. 4 lb. |
| Coffee do. | .. 7 lb. |
| Coffee (parchment) do. | .. 17½ lb. |
| Coriander seed— | |
| Bombay per bundle | .. 14 lb. |
| Madras per single bag | .. 3 lb. |
| Tuticorin per double bag | .. 6 lb. |
| Do. per bundle | .. 10 lb. |
| Cotton seed per bag | .. 4 lb. |
| Cummin seed per bundle | .. 14 lb. |
| Do. per double bag | .. 8 lb. |
| Cutch (per small bag | .. 14 lb. |
| (per large case | .. 28 lb. |
| Currants per case | .. 14 lb. |
| Dates, Bombay per bundle | .. 14 lb. |
| Fennel seed (per double bag | .. 8 lb. |
| (per bundle | .. 14 lb. |
| Figs do. | .. 14 lb. |
| Fish— | |
| Maldiva per bag | .. 4 lb. |
| Tuticorin do. | .. 4 lb. |
| Persian Gulf per bundle | .. 14 lb. |
| Other kinds mat bags | .. 7 per cent. |
| Do. cases | .. 7 per cent. |
| Flour, wheat per bag | .. 4 lb. |
| Flour, rice per double bag | .. 6 lb. |
| Flour, sooli per bag | .. 4 lb. |
| Fullersearch per bundle | .. 8 lb. |
| Garlic per bag | .. 5 lb. |
| Gathy wavery per bundle | .. 14 lb. |
| Ghee kerosine tin | .. 2 lb. |

Import.

| Import. | Tare. |
|---|-----------------|
| Ghee half tins | .. 1 lb. |
| Do. jars | .. 14 lb. |
| Gingelly seed per small bag | .. 4 lb. |
| Ginger per bag | .. 6 lb. |
| Do. per bundle | .. 14 lb. |
| Gooseberry per bag | .. 8 lb. |
| Grain (other than rice) (per single bag | .. 2½ lb. |
| (per double bag | .. 4 lb. |
| Groundnuts per bag | .. 4 lb. |
| Do. per bundle | .. 5 lb. |
| Jaggery (mats) * do. | .. 25 per cent. |
| Do. per pot | .. 14 lb. |
| Do. case of two kerosine boxes | .. 28 lb. |
| Jardaloo per double bag | .. 8 lb. |
| Kadu do. | .. 8 lb. |
| Kismis (small) per bundle | .. 8 lb. |
| Do. (large) do. | .. 14 lb. |
| Mansal per bag | .. 4 lb. |
| Mathe seed do. | .. 4 lb. |
| Mustard do. | .. 4 lb. |
| Oil tins | .. 2 lb. |
| Do. casks | .. 20 per cent. |
| Onions— | |
| Bombay per basket | .. ¼ lb. |
| Madras per bag | .. 4 lb. |
| Tondi per basket | .. 4 lb. |
| Tuticorin per bag | .. 10 lb. |
| Pepper do. | .. 4 lb. |
| Do. per bundle | .. 14 lb. |
| Poonac (Gingelly) per bag | .. 2½ lb. |
| Do. robbins | .. 10 lb. |
| Poppy seed per double bag | .. 8 lb. |
| Potatoes per bag (large) | .. 4 lb. |
| Do. do. (small) | .. 2½ lb. |
| Do. per case | .. 12 lb. |
| Rasins per bag | .. 8 lb. |
| Do. bundles with wadding | .. 14 lb. |
| Rice— | |
| Bombay per bag | .. 5 lb. |
| Calcutta do. | .. 2 lb. |
| Coast do. | .. 5 lb. |
| Karachcheri } per single bag | .. 2½ lb. |
| Negapatam } per double bag | .. 5 lb. |
| Rangoon } per single bag | .. 2½ lb. |
| Singapore } per double bag | .. 4 lb. |
| Saltpetre per double bag | .. 8 lb. |
| Soap do. | .. 8 lb. |
| Sago large bags | .. 4 lb. |
| Sugar— | |
| China per bundle | .. 4 lb. |
| Cuddalor per bag | .. 5 lb. |
| Madras per cloth lined bag | .. 5 lb. |
| Mauritius per bag | .. 4 lb. |
| Sugar candy— | |
| Bombay per bundle | .. 10 per cent. |
| Singapore per bag | .. 4 lb. |
| Kulasagarapatam per case | .. 28 lb. |
| Do. per bundle in mats | .. 8 lb. |
| Singapore do. | .. 8 lb. |
| Tamarind— | |
| Calcutta per bag | .. 4 lb. |
| Colochel per double bag | .. 8 lb. |
| Tuticorin per single bag | .. 4½ lb. |
| Do. per double bag | .. 9 lb. |
| Tobacco— | |
| Hooka per tin | .. 2 lb. |
| Manufactured per bag | .. 6 lb. |
| Manufactured per bag and mat | .. 8 lb. |
| Unmanufactured do. | .. 4 lb. |
| Turmeric— | |
| Madras per bag and mat | .. 4 lb. |
| Tuticorin do. | .. 6 lb. |
| Twine (per bundle | .. 6 lb. |
| (per bale with hoops | .. 35 lb. |
| Yarn, Madras bales | .. 35 lb. |

Importation of Rice into the several Ports of Ceylon during the Week ended March 20, 1920.

| Ceylon Port. | Port of Origin. | Number of Bags. |
|--------------|-----------------|-------------------|
| Colombo | .. Calcutta | .. 144 |
| Do. | .. Rangoon | .. 187,099 |
| | Total | .. 187,243 |

115 bags rice were shipped during the week.

H. M. Customs, Colombo, March 23, 1920. W. E. HOBBA, for Principal Collector.

Calculation of Pound Sterling.

IT is hereby notified that for Customs purposes the pound sterling will be calculated at the rate of 2s. 4d. to the rupee, with effect from the 20th instant, until further orders.

H. M. Customs, Colombo, March 19, 1920. W. E. WAIT, for Acting Principal Collector.

Karativu-Sammanturai Road, Eastern Province.

THE 28th mile of the Karativu-Sammanturai and Irakkamam road, in the Kalmunai district, will be closed to traffic from April 1 next until further notice. Traffic for Sammanturai and Irakkamam should proceed via Arasady-Malkompuddy road.

H. B. LEES, Public Works Office, Colombo, March 20, 1920. for Director of Public Works.

Change of School Management.

NOTICE is hereby given that Rev. H. A. Nonis has been appointed Manager of the schools mentioned below in place of Rev. C. Ganegoda:—

Schools referred to.

1. C/Indibedde Vernacular Mixed School.
2. C/Moratumulla Vernacular Mixed School.

Education Office, Colombo, March 12, 1920. E. B. DENHAM, Director of Education.

Change of School Management.

NOTICE is hereby given that Mr. A. Canagaratnam has been appointed Manager of the school mentioned below in place of Mr. V. Casippillai:—

School referred to.

J/Vannarponnai West English Mixed School (Vydeshwara Vidyalyaya).

Education Office, Colombo, March 16, 1920. E. B. DENHAM, Director of Education.

Change of School Management.

NOTICE is hereby given that Rev. L. Jansz has been appointed manager of the schools mentioned below in place of Rev. M. J. Burrows.

Schools referred to.

1. C/ Milagiriya English Girls' School.
2. C/ Milagiriya English Boys' School.
3. C/ Milagiriya Vernacular Mixed School.
4. C/ Timbirigasyaya Vernacular Mixed School.
5. C/ Wellawatte Vernacular Mixed School.

Education Office, Colombo, March 16, 1920. E. B. DENHAM, Director of Education.

Change of School Management.

NOTICE is hereby given that Rev. G. J. Trimmer has been appointed manager of all the schools under the Wesleyan Mission in Vadamaradchy West, Northern Province (Group 6 of the District Committee list), in place of Rev. J. W. Garforth.

Education Office, Colombo, March 22, 1920. E. B. DENHAM, Director of Education.

Conversion of Pelenwatta Vernacular Girls' School.

NOTICE is hereby given that an application has been received from the Rev. J. W. Ferrier for the conversion of his Pelenwatta Vernacular Girls' School which is situated in Salpiti korale, Colombo District of the Western Province, into a Mixed one.

Observation will be received not later than April 15, 1920.

Education Office, Colombo, March 15, 1920. E. B. DENHAM, Director of Education.

Notification under Section 29 of "The Enemy Property Ordinance, No. 20 of 1916."

IT is hereby notified under section 29 of "The Enemy Property Ordinance, No. 20 of 1916," that the liquidation of the enemy firm of P. C. Schmidt has been completed.

E. B. ALEXANDER, Colombo, March 19, 1920. Custodian of Enemy Property.

Senior and Junior Departmental Examinations, January, 1920.

THE following are the results of the Senior and Junior Examinations held in January, 1920, for the Field Staff of the Survey Department:—

SENIOR.

| | |
|----------------------|--|
| W. C. Sherrard | .. Passed in Algebra, Geometry, and Trigonometry. |
| C. A. Barbut | .. Passed in Algebra. |
| R. L. Brohier | .. Passed in Trigonometry, Mensuration, Engineering Surveys, and Departmental Orders |
| L. E. Perera | .. Passed in Trigonometry. |
| I. Hepponstall | .. Passed in Geometry, Mensuration, and Departmental Orders. |
| J. D. Vanden Driesen | Passed in Geometry, Trigonometry, and Mensuration. |

JUNIOR.

| | |
|------------------------|--|
| L. B. de Silva | .. Passed. |
| D. C. Laduwahetti | .. Passed. |
| T. B. Hewawissa | .. Passed. |
| A. B. Siriwardena | .. Passed. |
| M. J. Fernando | .. Passed. |
| S. Arumugam | .. Passed. |
| R. Murugupillai | .. Passed. |
| R. A. Wijetunga | .. Passed. |
| A. P. A. Perera | .. Passed in English Composition. |
| S. Kelaart | .. Passed in English Composition, Arithmetic, and Plan Drawing. |
| M. de Costa | .. Passed in Geometry. |
| R. H. de Silva | .. Passed in Adjustments. |
| S. K. Pasupathy | .. Passed in Trigonometry. |
| L. H. Croos Dabrera | .. Passed in Trigonometry and Adjustments. |
| M. D. A. Gunatilleke | .. Passed in Arithmetic, Geometry, and Mensuration. |
| N. F. D. S. Urugoda | .. Passed in Arithmetic, Geometry, and Mensuration. |
| S. H. Malwenna | .. Passed in Trigonometry. |
| G. H. A. de Silva | .. Passed in English Composition. |
| R. D. Perera | .. Passed in English Composition. |
| W. A. Porolis de Silva | Passed in Arithmetic, Mensuration, and Plan Drawing. |
| M. W. Fonseka | .. Passed in Geometry. |
| J. Malalagama | .. Passed in English Composition and Departmental Orders. |
| D. B. Rajapakse | .. Passed in English Composition, Arithmetic, Geometry, Mensuration, and Trigonometry. |
| J. E. Walker | .. Passed in Trigonometry and Departmental Orders. |
| W. Wimalasuriya | .. Passed in English Composition. |
| P. Rajaratnam | .. Passed in Arithmetic, Geometry, Mensuration, and Departmental Orders. |
| S. A. Rajanayagam | .. Passed in Trigonometry. |

Surveyor-General's Office, Colombo, March 22, 1920. A. J. WICKWAR, Acting Surveyor-General.

Licensed Surveyor and Leveller.

IT is hereby notified, under Ordinance No. 26 of 1909 that the under-mentioned has been licensed to practise as a surveyor and leveller for the current year :—

| Date of License. | Registration No. | License No. | Name. | Address. |
|------------------|------------------|-------------|-----------------|---------------------------|
| March 17, 1920 | 282 | A 571 | Schokman, A. C. | Rodney place, Cotta road. |

Surveyor-General's Office,
Colombo, March 20, 1920.

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

The Colombo Photo Works and Stores, Limited.

In the matter of The Colombo Photo Works and Stores, Limited; and in the matter of "The Joint Stock Companies Ordinance, 1861," and Ordinance No. 22 of 1866.

WHEREAS there is reason to believe that The Colombo Photo Works and Stores, Limited, which was incorporated on September 24, 1914, under the provisions of "The Joint Stock Companies Ordinance, 1861," is not carrying on business or in operation and is not capable of being formally wound up :

Now know Ye, that I, Nicholas Wilfred Morgappah, Registrar of Companies, do, in terms of the provisions of the Ordinance No. 22 of 1866 and section 242 (5) of "The Companies (Consolidation) Act, 1908," and in pursuance of the Notification dated December 19, 1919, in the *Ceylon Government Gazette* No. 7,074 of December 23, 1919, hereby declare that the name of The Colombo Photo Works and Stores, Limited, has been struck off the Register of Joint Stock Companies kept in this office, and the Company is hereby dissolved.

Registrar-General's Office,
Colombo, March 24, 1920.

N. W. MORGAPPAH,
Registrar of Companies.

"The Quarantine and Prevention of Diseases Ordinance, 1897."

IN terms of regulation 102 of the amendments and additions to the regulations framed under the above-mentioned Ordinance and published in the *Government Gazette* No. 6,897 of September 7, 1917, by notification dated September 6, 1917, it is hereby notified that the following estates in the Nuwara Eliya district are declared to be infected with anchylostomiasis :—

| | | |
|-------------|--------------|-----------------|
| Eskdale | The Park | Westward Ho |
| Pedro | Hethersett | Bambrakelly |
| Summer Hill | Denmark Hill | Oliphant |
| Portswood | St. Johns | Scrubs |
| Court Lodge | Silver Kandy | Mahagastota |
| Excelsior | Glen Devon | Bakers |
| Kandapolla | Hill Side | Rossiter's Land |
| Monkswood | Concordia | Fowler's Land |
| Kenmare | Brookside | |

G. J. RUTHERFORD,

Principal Civil Medical Officer and
Inspector-General of Hospitals.

Colombo, March 22, 1920.

Destruction of a Rogue Elephant.

NOTICE is hereby given that, in terms of section 9 (1) (b), of Ordinance No. 1 of 1909, the Government Agent, Northern Province, will issue a free license to any person desiring to shoot a troublesome rogue elephant causing damage to paddy stacks and coconut plants in the villages of Sangattaravayal and Keyilvayal and the adjoining villages of Mullipattu, in the Pachchilaipali division. The animal is reported to be roaming about the North-Central road in Sangattaravayal close to the Elephant Pass Resthouse.

The measurement of the footprint of the animal is 1 foot 6 inches.

Jaffna Kacheheri,
March 19, 1920.

M. PRASAD,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Makola North, in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Depa-ela separating Makola North from Pahala Biyanwila, east by a dewata road leading to Pahala Biyanwila, south by the District Road Committee road from Talawatuhenpita to Udupila, and west by the Talawatuhenpita Village Committee road.

This declaration is to take effect from this date.

The Kacheheri,
Colombo, March 13, 1920.

W. R. JANSZ,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Wanawahala, in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Hunupitiya, east by Dippitigoda road, south by Wedamulla, and west by Telengapatha.

This declaration is to take effect from this date.

The Kacheheri,
Colombo, March 15, 1920.

W. R. JANSZ,
for Government Agent.

Rinderpest.

WHEREAS by proclamation dated February 19, 1920, and published in the *Government Gazette* No. 7,089 of March 5, 1920, the land known as Talgahawatta at Telengapatha, in Alutkuru korale south of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said area, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration is to take effect from this date.

The Kacheheri,
Colombo, March 15, 1920.

W. R. JANSZ,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Galkissa, in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by cart track from Christ Church, east by Galle road, south by Galkissa burial ground, and west by sea.

This declaration is to take effect from this date.

The Kacheheri,
Colombo, March 16, 1920.

W. R. JANSZ,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Udahamulla, in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Embuldeniya junction to fields, east by paddy field, south by Maharagama and Nawinna village boundaries, and west by Gangodawilla village boundary.

This declaration is to take effect from this date.

The Kacheheri,
Colombo, March 20, 1920.

W. R. JANSZ,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Erewwala, in Salpiti korale of the Western Province, it is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Village Committee road from Erewwala to Godigamuwa, east by Kosgahahena junction to Pannipitiya Village Committee road, south by Village Committee road from Erewwala to Pelanwatta and Makuluduwa, and west by Village Committee road from Erewwala to Nivantidiya.

This declaration is to take effect from this date.

The Kachcheri, S. M. P. VANDERKOEEN,
Colombo, March 20, 1920. for Assistant Government Agent.

Rinderpest.

WHEREAS by the under-mentioned proclamations the areas referred to therein were declared infected areas, and whereas rinderpest no longer exists in the said areas, they are hereby declared free from rinderpest and to be no longer infected areas :—

Areas referred to.

| Area proclaimed. | Date of Proclamation. | No. and Date of Gazette. |
|--|-----------------------|--|
| Bopiti palata | Nov. 13, 1919 | 7,065 of Nov. 21, 1919 |
| Boyawalana palata | Jan. 30, 1920 | 7,082 of F. b. 6, 1920 |
| Kurunegala Kachcheri, March 16, 1920. | | C. R. CUMBERLAND, Government Agent. |

Rinderpest.

WHEREAS rinderpest has broken out in Rammutugala palata in Dambadeni hatpattu of the District of Kurunegala, North-Western Province: I do hereby declare in terms of section 5, sub-sections (1) and (2), 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.

North : Kadahapola and Pentenigoda palatas.
East : Narammala and Karalappala palatas.
South : Embalepola and Medagoda palatas.
West : Medagoda and Kowulwewa palatas.

Kurunegala Kachcheri, N. E. ERNST,
March 22, 1920. for Government Agent.

Foot-and-Mouth Disease.

WHEREAS by the under-mentioned proclamations the areas referred to therein were declared infected areas, and whereas foot-and-mouth disease no longer exists in the said areas, they are hereby declared free from foot-and-mouth disease and to be no longer infected areas :—

Areas referred to.

| Area proclaimed. | Date of Proclamation, 1920. | No. and Date of Gazette, 1920. |
|--|-----------------------------|--|
| Ginigatpiti palata | Jan. 7 | 7,077 of Jan. 16 |
| Raglan estate | Jan. 23 | 7,081 of Jan. 30 |
| Doratiyawa palata | Feb. 6 | 7,083 of Feb. 13 |
| Kurunegala Kachcheri, March 16, 1920. | | C. R. CUMBERLAND, Government Agent. |

Hoof-and-Mouth Disease.

WHEREAS by proclamation dated January 28, 1920, the village of Kakkapalliya of Pitigal korale north in the District of Chilaw, was proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909 and whereas hoof-and-mouth disease no longer exists in the said area, it is now declared free from hoof-and-mouth disease, and to be no longer an infected area.

This declaration is to take effect from this date.

Puttalam Kachcheri, S. M. P. VANDERKOEEN,
March 18, 1920. for Assistant Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out within the following area of Pitigal korale south, in the District of Chilaw: It is hereby declared that the said area, bounded on the north by the Bolawatta-Dankotuwa road, east by the village limits of Gonawilado ella, Otara Thambarawila and Morukkuliya, south by Maha-oya, and west by Toppu-Battulu oya road, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from this date.

Puttalam Kachcheri, S. M. P. VANDERKOEEN,
March 19, 1920. for Assistant Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out within the following area of Pitigal korale south, in the District of Chilaw: It is hereby declared that the said area bounded on the north by Dankotuwa-Giriulla road, east by Compaspara, south by Maha-oya, and west by Etiyawala-Morukkuliya District Road Committee road, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from this date.

Puttalam Kachcheri, S. M. P. VANDERKOEEN,
March 19, 1920. for Assistant Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated January 26, 1920, published in the *Government Gazette* No. 7,081 of January 30, 1920, the premises known as the S. P. C. A. Refuge for Animals, 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 March 19, 1920.

A. M. FERNANDO,
Acting Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, March 20, 1920.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated January 30, 1920, published in the *Government Gazette* No. 7,082 of February 6, 1920, the premises bearing assessment No. 124, situated at Urugodawatta 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 February 23, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 2, 1920, published in the *Government Gazette* No. 7,089 of March 5, 1920, the premises bearing assessment No. 61, situated at Mahawatta street, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from March 13, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 17, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated February 4, 1920, published in the *Government Gazette* No. 7,083 of February 13, 1920, the premises bearing assessment No. 130, situated at 2nd Division, Maradana, 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 rinderpest no longer exists in the said premises, it is now

declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 16, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 17, 1920. Municipal Veterinary Surgeon

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 69, situated at Panchikawatta, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 14, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 17, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 33A, situated at Skinner's road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 11, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 17, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 47, situated at Da ley road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 15, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 18, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 4, 1920, published in the *Government Gazette* No. 7,091 of March 12, 1920, the premises bearing assessment No. 71, situated at Vincent street, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 17, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 18, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 5, 1920, published in the *Government Gazette* No. 7,091 of March 12, 1920, the premises bearing assessment No. 1, situated at New Urugodawatta, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from March 17, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 18, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 5, 1920, published in the *Government Gazette* No. 7,091 of March 12, 1920, the premises bearing assessment No. 84, situated at Arab lane, 2nd Division, Maradana, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from March 17, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 18, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated January 10, 1920, published in the *Government Gazette* No. 7,077 of January 16, 1920, the premises bearing assessment No. 30, situated at Piachaud's lane, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from February 23, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 13, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 15, situated at Naranpitiya, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 16, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 12, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 339, situated at 13th lane, Bambalapitiya, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 16, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 13, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 4, situated at Crown land, Jawatta, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 16, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 10, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 35A, situated at Glenic street, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and, to be no longer an infected area.

This declaration shall take effect from March 16, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 10, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 74, situated at Piachaud's lane, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) fo

section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from March 18, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 13, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 59, situated at Timbirigasyaya, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from March 16, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 13, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 20^a, situated Lock Gate Lane, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from March 16, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 13, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 91, situated at Timbirigasyaya, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from March 16, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises known as S. P. C. A. Refuge for Animals, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 18, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 23, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 18, situated at Lock Gate lane, Colombo: Such premises are hereby declared, in

terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 18, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 23, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 16, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 74, situated at Timbirigasyaya, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 22, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 23, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 16, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 36, situated at Timbirigasyaya, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 22, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 23, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 16, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 16, situated at Havelock 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 22, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 23, 1920. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated March 16, 1920, published in the *Government Gazette* No. 7,093 of March 19, 1920, the premises bearing assessment No. 61A, situated at Mahawatta street, 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 22, 1920.

The Municipal Office, CHAS. W. PATE,
Colombo, March 23, 1920. Municipal Veterinary Surgeon.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORTS FOR THE MONTH OF FEBRUARY, 1920.

WESTERN PROVINCE.

COLOMBO DISTRICT.

Maha season: The crop is being harvested.

Yala season: the cultivation in Alutkuru korale south and in Colombo Mudaliyar's division is in progress, and in the other korales the work has not yet commenced.

Dry grains: nil.

Other products: prospect of coconuts are fairly good. The estimated crop for the month is 76,474,000 nuts. Fruits and vegetables are to be had in fair quantities.

Prices of staple products: (a) imported rice is sold according to controlled prices; (b) country rice and paddy

is sold at Rs. 10.50 to Rs. 12, and Rs. 4.50 to Rs. 6 respectively per bushel; (c) coconuts are sold at Rs. 75 to Rs. 100 per 1,000.

Harvest prospects: generally fair.

Rainfall: hot weather prevailed during the month.

Health of people: generally good. There were a few cases of chickenpox, dysentery, and enteric fever.

Health of cattle: fair. Rinderpest, which originated in Colombo, and was prevalent in Colombo District, is now abating.

KALUTARA DISTRICT.

Paddy: the crop of the maha harvest has been gathered, except in Pasdun korale west. The crop was satisfactory, but the prospects of the maha harvest crop in Pasdun korale west is not satisfactory.

Dry grain : there was only a small extent under cultivation in Rayigam korale and Pasdun korale west.

Other products : there was a fair supply of vegetables except in the Pasdun korale. Fruits are getting scarce. Yams and potatoes are available in the totamunes. The flowering of coconuts is fairly good. The month's crop of coconuts is estimated at 3,640,000.

Prices of staple products : imported rice was sold at control prices. Country rice is not available for sale. Coconuts, Rs. 90 to Rs. 100 per 1,000 nuts.

Remarks on harvest prospects generally : see under "Paddy."

Rainfall at Kalutara : total, 2·20 in. ; average, ·07 in.
Health of people : generally good. A few cases of fever, chickenpox, and influenza existed in the totamunes only.
Health of cattle : good.

CENTRAL PROVINCE.

KANDY DISTRICT.

[Report not received.]

NUWARA ELIYA DISTRICT.

Rainfall : Nuwara Eliya town, 1·07 in.

Paddy : maha cultivation fields in Uda Hewaheta and Walapane have young plants. Kotmale fields and some fields in Gannewa korale of Uda Hewaheta are been harvested.

Dry grains : kurakkan chenas in Uda Hewaheta and Walapane were harvested.

Health of population : influenza is prevalent throughout the Kotmale division and in Nuwara Eliya town.

Health of cattle : good. There were 2 cases of rinderpest at Neldandahena in Walapane, out of which one died and one recovered.

Prices of staple articles : paddy, Rs. 3·50 to Rs. 4·90 per bushel ; kurakkan, Rs. 3 to Rs. 7·50 per bushel ; Indian corn, Rs. 3 to Rs. 5 per bushel ; rice (imported) 39 cents to 41 cents per measure ; rice (country) 26 cents to 33 cents per measure ; coconuts, Rs. 12·50 to Rs. 15 per 100 nuts.

MATALE DISTRICT.

Rainfall : ·71 in.

Paddy : harvesting.

Dry grain : harvesting.

Coconuts : (a) flowering fair ; (b) 174,000 approximate crop.

Tanks : in Matale North contain sufficient water.

Health of people : fair. Cholera broke out in two villages and on two estates.

Health of cattle : good, except for a slight recrudescence of foot-and-mouth disease.

Prices : fair.

SOUTHERN PROVINCE.

GALLE DISTRICT.

[Report not received.]

MATARA DISTRICT.

Weather : dry.

Agriculture : maha crop harvested. Preparations for yala in progress.

Health of people : satisfactory.

Health of cattle : good.

Food supply : rice, Rs. 12·50 per bushel ; paddy, Rs. 4·48 per bushel ; coconuts, Rs. 100 per 1,000.

HAMBANTOTA DISTRICT.

Paddy cultivation : maha crop being reaped.

Fine grain : crops being reaped.

Weather : maximum temperature, 88·4° ; minimum temperature, 68·7° ; rainfall, ·70 in.

Prices of food stuffs : country rice, Rs. 7·20 to Rs. 9·52 per bushel ; Coast rice, not available ; paddy, Rs. 3·20 to Rs. 3·60 per bushel ; kurakkan, Rs. 3·20 to Rs. 3·60 per bushel ; plantain bunches, Rs. 80 per 100 ; coconuts, Rs. 100 to Rs. 200 per thousand ; Indian corn, Rs. 1·50 per 100 ; pumpkins, Rs. 20 per 100 ; sweet potatoes, Rs. 3 per cwt.

About 181,800 coconuts were picked during the month.

Health of cattle : good.

Health of people : satisfactory.

NOTHERN PROVINCE.

JAFFNA DISTRICT.

Weather : days are hot and nights are dewy.

Paddy : harvest is in progress in some divisions, and the outturn is good.

Coconuts : condition of flowers and nuts moderate ; price Rs. 14 per 100.

Tobacco : transplanting over.

Prices of staple articles : paddy, Rs. 5·60 per bushel ; rice, Rs. 10·25 per bushel ; pairu, Rs. 12 per bushel ; varaku, Rs. 4·50 per bushel ; salt, 4 cents per pound and 9 cents per measure.

Health of people : malarial fever prevails in all the parts of the district.

Health of cattle : good.

MANNAR DISTRICT.

Rainfall : 0·00.

Wind : north-east.

Paddy : kalapokam crop is being reaped in some places.

Tobacco : ransplanting finished. Too much rain early in the year has affected this crop badly.

Coconuts : condition normal.

Palmyras : in fruit.

Health of people : fever is prevailing.

Health of cattle : satisfactory.

Prices of food stuffs : rice, Rs. 8·96 per bushel ; paddy, Rs. 3 to Rs. 3·25 per bushel ; coconuts, Rs. 12 per 100 nut.

MULLAITTIVU DISTRICT.

Prospects of paddy harvest : paddy on manavari lands is being reaped. Kalapokam crop under tanks is maturing. Idaippokam is being sown in many places.

Dry grains : kurakkan grown in chenas has almost been reaped, crop good.

Other products—coconuts : flowering and bearing satisfactory. Tobacco : lands are being manured and are being planted in some places. Vegetables : not many procurable.

Prices of staple products : paddy, Rs. 3 to Rs. 3·25 per bushel ; rice, Rs. 8·50 to Rs. 10·50 per bushel ; kurakkan, Rs. 3 to Rs. 4 per bushel ; coconuts, Rs. 10 to Rs. 14 per 100 nuts.

Rainfall : a few light showers only.

Harvest prospects : generally satisfactory.

Health of inhabitants : fair. Cases of malaria and pneumonia prevailed as usual.

Health of cattle : good ; pasture good ; no disease.

EASTERN PROVINCE.

BATTICALOA DISTRICT.

Paddy : Munmari crops are almost ripe. Reaping has commenced in some parts. Prospects on the whole satisfactory. Kalavelanmai sowing in progress.

Dry grain and other hena crops : Crops have been reaped, prospects satisfactory.

Coconuts : prospects satisfactory as the trees are gradually recovering from the effects of past drought.

Prices of staple products : paddy, from Rs. 2 to Rs. 2·40 ; Indian corn, Re. 1 to Rs. 2 ; kurakkan, Re. 1·50 to Rs. 2.

Rainfall : 0·50 in. in 1919 ; 2·98 in. in 1920.

Health of cattle : satisfactory.

Health of inhabitants : satisfactory. The outbreak of cholera in Akkarai and Panawa pattus has been stamped out now.

TRINCOMALEE DISTRICT.

Rainfall : defective.

Paddy : reaping of munmari harvest is going on in all parts of the district, and the crop is fairly good.

Tobacco : plants are growing, but the condition is unsatisfactory.

Coconuts : condition of crop is medium. Price per 1,000 nuts ranges from Rs. 130 to Rs. 140.

Fishery : medium. Dried and salted fish is transported by cart to inland stations.

Health of people : satisfactory.
 Health of cattle : satisfactory.
 Prices of staple articles : paddy, Rs. 1.75 to Rs. 2.31 per bushel ; rice (country), Rs. 4.50 to Rs. 5.60 per bushel ; rice (imported), nil.

NORTH-WESTERN PROVINCE.

KURUNEGALA DISTRICT.

Paddy crops : maha crops are being gathered.
 Dry grain : maha crops are being gathered, and chenas are being cleared for the yala.
 Flowering and prospects of coconut : good.
 Rainfall : there has been no rain during the month.
 Health of the people : good, except for ordinary cases of fever and parangi.
 Health of the cattle : good, except for a few cases of rinderpest.
 State of tanks : half full.
 Prices of foodstuffs : paddy, Rs. 2.75 per bushel (control price) ; country rice, Rs. 6.20 and Rs. 7 per bushel (control price) ; kurakkan, Rs. 2 to Rs. 4 per bushel ; coconuts, Rs. 70 to Rs. 80 per 1000 nuts ; salt, 14 cents a measure.

PUTTALAM AND CHILAW DISTRICTS.

Paddy : maha crop is being harvested.
 Dry grain : maha crop harvested.
 Other products, including coconuts : flowering and prospects of coconut are good. The estimated crop for the month in the two districts is about 17,794,980 nuts. Fruit and vegetable supply is poor. Tobacco plants are in good condition. Fish supply is good.
 Prices of staple products : country rice, Rs. 10.84 to Rs. 13 per bushel ; imported rice, control prices ; paddy, control prices ; kurakkan, Rs. 4.20 to Rs. 6.40 per bushel ; green gram, Rs. 8 per bushel ; cassava, 5 cents to 6 cents per pound ; coconut, Rs. 75 to Rs. 100 per 1,000 ; salt, 4 cents to 6 cents per pound.
 Rainfall : Puttalam, 0.14 inches ; Chilaw, 1.21 in.
 Harvest prospects generally : satisfactory on the whole.
 Health of inhabitants : satisfactory.
 Health of animals : rinderpest is prevailing in one village. Hoof-and-mouth disease is prevailing in several villages.

NORTH-CENTRAL PROVINCE.

ANURADHAPURA DISTRICT.

Rainfall : 1.01 in.
 Weather : dry and hot.
 Agriculture—paddy : early fields in young plant, and others being ploughed. Kurakkan : crops reaped—have suffered much through want of rain. Gingelly : chenas being cleared, Coconuts : crops satisfactory. Other vegetable crops too have suffered considerably through want of rain.

Health of people : measles here and there ; **otherwise** satisfactory.

Health of cattle : satisfactory.

Tanks : still having sufficient water for this harvest.

PROVINCE OF UVA.

BADULLA DISTRICT.

Weather : dry, with occasional showers.
 Paddy : paddy fields are being ploughed.
 Chenas : chena crops are being gathered.
 Fruits and vegetables : fruit is scarce, a moderate supply of vegetables is available.
 Other products : the flowering and prospects of the coconut are fair.
 Health of people : satisfactory.
 Health of cattle : satisfactory.
 Rainfall : 3.07 in. as registered at the **Badulla** Observatory.

PROVINCE OF SABARAGAMUWA.

RATNAPURA DISTRICT.

Paddy : maha fields are being harvested. Yala fields are being prepared for cultivation.
 Dry grain : crop on el-wi and kurakkan chenas are being gathered in some parts of the District.
 Other products—coconuts : prospects poor.
 Health of people : not satisfactory. There is influenza in Atakalan and Kukul korales, and a few cases of measles and dysentery in Nawadun korale.
 Health of cattle : satisfactory.
 Rainfall : there has been plenty of rain in Atakalan korale, and very little of it in other parts of the district.
 Prices of foodstuffs : rice (imported), sold at controlled prices ; rice (country), Rs. 10.50 to Rs. 13 per bushel ; kurakkan, Rs. 3 to Rs. 5 per bushel ; salt, 6 cents to 12 cents per pound ; chillies, 40 cents to 60 cents per pound ; coconuts, Rs. 10 to Rs. 20 per 100.

KEGALLA DISTRICT.

Paddy : fields cultivated for maha have been reaped. Crop was good.
 Dry grain : jungles are being felled for el cultivation.
 Vegetable and curry stuffs : no vegetable gardens were started owing to the severe drought.
 Prices : paddy, Rs. 4 per bushel ; kurakkan, Rs. 2 per bushel ; country rice, Rs. 11.50 per bushel ; imported rice, Rs. 12.80 per bushel.
 Rainfall : 3.10 in.
 Health of people : satisfactory.
 Health of cattle : satisfactory.
 Other products : flowering and prospects of coconuts are good. Approximate crop for the month was about 1,898,500 nuts.

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

Abolishing of Arrack Tavern.

IN terms of Excise Notification No. 85, Chapter IV. (published in the *Government Gazette* No. 6,995 of February 14, 1919), and with reference to the lists of the foreign liquor, arrack, and toddy taverns sanctioned for the current renting period, *vide Government Gazette* No. 7,010 of May 9, 1919, the following proposal for the ensuing renting period, viz., from October 1, 1920, to September 30, 1921, with respect to such taverns is hereby notified for general information:—

Abolition of Arrack Tavern.

1. It is proposed to abolish—No. 2, Manaltivu in Puttalam pattu.
2. Regarding the abolishing of the above tavern, I am prepared to receive any written representation at Puttalam Kachcheri up to 11 A.M., on Friday, May 7, 1920, and to hear any verbal representation at the above-mentioned time and place.

Puttalam Kachcheri,
 March 22, 1920.

G. F. FORREST,
 Agent.

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 rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rates and costs be duly paid.

R. N. WATKINS,
Financial Assistant to the Chairman,
The Municipal Office, Municipal Council.
Colombo, March 22, 1920.

SCHEDULE.

Date of Sale : Monday, April 19, 1920.

2nd Division, Maradana.

| Premises No. | Quarter and Year. | Time of Sale. A.M. |
|--------------------|--|-----------------------|
| 733-192 | ..3rd quarter, 1918, to 2nd quarter, 1919, and riot damages | .. 7 |
| 734-192 | .. Do. | .. 7. 5 |
| 735-192 | .. Do. | .. 7.10 |
| 736-191 | ..3rd quarter, 1917, to 2nd quarter, 1919 | 7.15 |
| 737-191 | ..1st quarter, 1913, to 2nd quarter, 1919, and riot damages | .. 7.20 |
| 738-191 | ..3rd quarter, 1913, to 2nd quarter, 1919, and riot damages | .. 7.25 |
| 745-188 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 7.30 |
| 745A-188A | .. Do. | .. 7.35 |
| <i>Dematagoda.</i> | | |
| 751-278 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 7.40 |
| 746-188A | ..1st and 2nd quarters, 1919 | .. 7.45 |
| 748-283 | ..4th quarter, 1918, to 2nd quarter, 1919 | 7.50 |
| 752-278 | ..2nd quarter, 1918, to 2nd quarter, 1919 | 7.55 |
| 760-276A | ..4th quarter, 1918, to 2nd quarter, 1919 | 8 |
| 760A-276A | 1st quarter, 1916, to 2nd quarter, 1919.. | 8. 5 |
| 763-274 | ..1st and 2nd quarters, 1919 | .. 8.10 |
| 776A-262 | ..4th quarter, 1918, to 2nd quarter, 1919 | 8.15 |
| 782-259/256 | 1st and 2nd quarters, 1919 | .. 8.20 |
| 799-254A | ..1st quarter, 1918, to 2nd quarter, 1919.. | 8.25 |
| 801-244A | ..2nd quarter, 1918, to 2nd quarter, 1919 | 8.30 |
| 802-243 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 8.35 |
| 806-250 | .. Do. | .. 8.40 |
| 807-249A | ..4th quarter, 1917, to 2nd quarter, 1919 | 8.45 |
| 808-249A | .. Do. | .. 8.50 |
| 810-247 | ..1st and 2nd quarters, 1919 | .. 8.55 |
| 811-812-242 | 4th quarter, 1918, to 2nd quarter, 1919, and riot damages | .. 9 |
| 827-232D | ..1st and 2nd quarters, 1919 | .. 9. 5 |
| 829-232C | ..3rd quarter, 1917, to 2nd quarter, 1919 | 9.10 |
| 831-232 | ..1st and 2nd quarters, 1919 | .. 9.15 |
| 832-232 | ..1st quarter, 1918, to 2nd quarter, 1919.. | 9.20 |
| 838-228 | ..2nd quarter, 1918, to 2nd quarter, 1919 | 9.25 |
| 839-227 | .. Do. | .. 9.30 |
| 848-225 | .. Do. | .. 9.35 |
| 849-225 | .. Do. | .. 9.40 |
| 850-225 | .. Do. | .. 9.45 |
| 851-224 | ..1st quarter, 1916, to 2nd quarter, 1919, and riot damages | .. 9.50 |
| 852-224 | .. Do. | .. 9.55 |
| 859-216 | .. Do. | ..10 |

Date of Sale : Tuesday, April 20, 1920.

Dematagoda.

| | | |
|-----------|--|---------|
| 867A-220B | 1st quarter, 1917, to 2nd quarter, 1919.. | 7 |
| 870A-220A | 1st and 2nd quarters, 1919, and 4th quarter, 1915 | .. 7. 5 |
| 771-219 | ..1st and 2nd quarters, 1919 | ..7.10 |
| 872-219 | .. Do. | .. 7.15 |
| 873-219 | .. Do. | .. 7.20 |

| Premises No. | Quarter and Year. | Time of Sale. A.M. |
|--------------|--|-----------------------|
| 875-236B | ..2nd quarter, 1918, to 2nd quarter, 1919 | 7.25 |
| 878-235 | ..3rd quarter, 1916, to 2nd quarter, 1919 | 7.30 |
| 879-235 | .. Do. | .. 7.35 |
| 880-235 | .. Do. | .. 7.40 |
| 885-237B | ..2nd quarter, 1918, to 2nd quarter, 1919 | 7.45 |
| 895A-211 | ..1st quarter, 1917, to 2nd quarter, 1919.. | 7.50 |
| 896-202 | .. Do. | .. 7.55 |
| 899-203 | ..3rd quarter, 1917, to 2nd quarter, 1919, and riot damages | .. 8 |
| 900-203 | ..1st and 2nd quarters, 1919 | .. 8. 5 |
| 907-206 | ..1st quarter, 1918, to 2nd quarter, 1919.. | 8.10 |
| 910-199 | .. Do. | .. 8.15 |
| 913A-198A | 1st quarter, 1917, to 2nd quarter, 1919.. | 8.25 |
| 926-209 | ..3rd quarter, 1916, to 2nd quarter, 1919, and riot damages | .. 8.30 |
| 936-209A | ..1st quarter, 1917, to 2nd quarter, 1919, and riot damages | .. 8.35 |
| 947-192 | ..1st quarter, 1917, to 2nd quarter, 1919.. | 8.40 |
| 953-186 | ..1st quarter, 1918, to 2nd quarter, 1919.. | 8.45 |
| 954-185 | .. Do. | .. 8.50 |
| 961-178 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 8.55 |
| 962-175 | ..4th quarter, 1917, to 2nd quarter, 1919 | 9 |
| 967A-176C | 1st quarter, 1914, to 2nd quarter, 1919.. | 9. 5 |
| 968-176C | ..1st quarter, 1918, to 2nd quarter, 1919.. | 9.10 |
| 993-164A | ..3rd quarter, 1916, to 2nd quarter, 1919 | 9.15 |
| 995-163 | ..4th quarter, 1918, to 2nd quarter, 1919 | 9.20 |
| 983-171 | ..Riot damages for 1917 | .. 9.25 |
| 1006-157 | ..4th quarter, 1917, to 2nd quarter, 1919 | 9.30 |
| 1009-153 | ..1st quarter, 1918, to 2nd quarter, 1919.. | 9.35 |
| 1019-147D | ..1st and 2nd quarters, 1919 | .. 9.40 |
| 1020-147B | ..1st quarter, 1918, to 2nd quarter, 1919, and riot damages | .. 9.45 |
| 1049-140 | ..4th quarter, 1918, to 2nd quarter, 1919 | 9.50 |
| 1050-140 | ..2nd quarter, 1917, to 2nd quarter, 1919 | 9.55 |
| 1051-1053- | | |
| 140 | ..4th quarter, 1918, to 2nd quarter, 1919 | 10 |

Date of Sale : Wednesday, April 21, 1920.

Dematagoda.

| | | |
|------------|--|---------|
| 1058-136 | ..Riot damages for 1917 | .. 7 |
| 1060-136 | .. Do. | .. 7. 5 |
| 1059-136 | .. Do. | .. 7.10 |
| 1066-1067- | | |
| 128 | ..2nd quarter, 1917, to 2nd quarter, 1919 | 7.15 |
| 1072-128 | ..1st and 2nd quarters, 1919 | .. 7.20 |
| 1075-125 | ..4th quarter, 1918, to 2nd quarter, 1919, and riot damages | .. 7.25 |
| 1082-125 | ..4th quarter, 1918, to 2nd quarter, 1919 | 7.30 |
| 1083-125 | .. Do. | .. 7.35 |
| 1087-123 | ..1st and 2nd quarters, 1919 | .. 7.40 |
| 1088-123 | .. Do. | .. 7.45 |
| 1091-121 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 7.50 |
| 1092-121 | ..2nd quarter, 1918, to 2nd quarter, 1919 | 7.55 |
| 1094-119 | ..1st quarter, 1918, to 2nd quarter, 1919 | 8 |
| 1095-118A | ..1st and 2nd quarters, 1919 | .. 8. 5 |
| 1096-118 | .. Do. | .. 8.10 |
| 1097-117 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 8.15 |
| 1098-117 | .. Do. | .. 8.20 |
| 1099-117 | .. Do. | .. 8.25 |
| 1100-117 | .. Do. | .. 8.30 |
| 1101-117 | .. Do. | .. 8.35 |
| 1102-117 | .. Do. | .. 8.40 |
| 1103-116 | .. Do. | .. 8.45 |
| 1104-116 | .. Do. | .. 8.50 |
| 1105-115 | .. Do. | .. 8.55 |
| 1106-114 | .. Do. | .. 9 |
| 1113-1115- | | |
| 114A | ..1st and 2nd quarters, 1919 | .. 9. 5 |
| 1116-111 | ..2nd quarter, 1919 | .. 9.10 |

Temple road.

| | | |
|----------|---|------|
| 1123-31A | ..4th quarter, 1918, to 2nd quarter, 1919 | 9.15 |
|----------|---|------|

| Premises No. | Quarter and Year. | Time of Sale. A.M. | Premises No. | Quarter and Year. | Time of Sale. A.M. |
|---|--|-----------------------|---|---|-----------------------|
| <i>Dematagoda.</i> | | | | | |
| 1117-110 | ..1st and 2nd quarters, 1919 | .. 9.20 | 1311-2A | ..1st and 2nd quarters, 1919 | .. 8.40 |
| 1125A-107 | .. Do. | .. 9.25 | 1313-2 | ..2nd quarter, 1916, to 2nd quarter, 1919 | .. 8.45 |
| 1139-99B | ..1st quarter, 1916, to 2nd quarter, 1919 | 9.30 | <i>2nd Division, Maradana.</i> | | |
| 1141-98 | ..3rd quarter, 1918, to 2nd quarter, 1919, and riot damages | .. 9.35 | 18312-16 | ..2nd quarter, 1917, to 2nd quarter, 1919 | .. 8.50 |
| 1149-93A | ..3rd quarter, 1915, to 2nd quarter, 1919, and riot damages | .. 9.40 | 1316-186 | ..1st quarter, 1916, to 2nd quarter, 1919 | .. 8.55 |
| 1152-93 | ..4th quarter, 1918, to 2nd quarter, 1919 | 9.45 | 1317-185 | ..4th quarter, 1917, to 2nd quarter, 1919 | 9 |
| 1161-90J | ..4th quarter, 1917, to 2nd quarter, 1919 | .. 9.50 | 1321-1323/ 182 | ..2nd quarter, 1915, to 2nd quarter, 1919, and riot damages | .. 9.5 |
| 1165-90G | ..1st quarter, 1918, to 2nd quarter, 1919 | .. 9.55 | 1325-179 | ..4th quarter, 1918, to 2nd quarter, 1919 | 9.10 |
| 1167-90N | ..4th quarter, 1918, to 2nd quarter, 1919 | 10 | 1327-177 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 9.15 |
| Date of Sale : Thursday, April 22, 1920. | | | 1330-174 | ..1st and 2nd quarters, 1919 | .. 9.20 |
| <i>Dematagoda.</i> | | | 1335-170 | .. Do. | .. 9.25 |
| 1185-83A | ..3rd quarter, 1918, to 2nd quarter, 1919 | 7 | 1346-165A | .. Do. | .. 9.30 |
| 1186-83 | ..4th quarter, 1918, to 2nd quarter, 1919 | 7.5 | 1347-165 | ..1st and 2nd quarters, 1919 | .. 9.35 |
| 1187-82 | ..2nd quarter, 1918, to 2nd quarter, 1919 | 7.10 | <i>Maligakanda.</i> | | |
| 1189A-81 | ..1st and 2nd quarters, 1919 | .. 7.15 | 1354-1 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 9.40 |
| 1191-78A | ..3rd quarter, 1918, to 2nd quarter, 1919 | 7.20 | 1371-9 | ..1st and 2nd quarters, 1919 | .. 9.45 |
| 1192-79 | .. Do. | .. 7.25 | 1372-10 | .. Do. | .. 9.50 |
| 1195-78A | ..3rd quarter, 1918, to 2nd quarter, 1919 | 7.30 | 1374-11A | .. Do. | .. 9.55 |
| 1196-78A | ..4th quarter, 1917, to 2nd quarter, 1919 | 7.35 | 1385-1396- 16 | ..1st quarter, 1918, to 2nd quarter, 1919 | .. 10 |
| 1197-77 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 7.40 | Date of Sale : Saturday, April 24, 1920. | | |
| 1198-76B | .. Do. | .. 7.45 | <i>Maligakanda.</i> | | |
| 1199-76B | ..1st and 2nd quarters, 1919 | .. 7.50 | 1399-52 | ..1st quarter, 1918, to 2nd quarter, 1919 | .. 7 |
| 1200-76 | ..2nd quarter, 1916, to 2nd quarter, 1919 | 7.55 | 1400-51 | ..4th quarter, 1918, to 2nd quarter, 1919 | 7.5 |
| 1204-72A | ..2nd quarter, 1919 | .. 8 | 1402-51 | ..1st quarter, 1915, to 2nd quarter, 1919 | .. 7.10 |
| 1205-72 | ..3rd quarter, 1915, to 2nd quarter, 1919 | 8.5 | 1403A-49 | ..1st quarter, 1918, to 2nd quarter, 1919 | .. 7.15 |
| 1205A-72 | ..1st quarter, 1918, to 2nd quarter, 1919 | .. 8.10 | 1420-33D | ..3rd quarter, 1918, to 2nd quarter, 1919 | 7.20 |
| 1206-72 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 8.15 | 1423-33 | ..4th quarter, 1918, to 2nd quarter, 1919 | 7.25 |
| 1209-70 | ..3rd quarter, 1917, to 2nd quarter, 1919 | 8.20 | 1425-31B | ..3rd quarter, 1918, to 2nd quarter, 1919 | 7.30 |
| 1209A-70D | ..2nd quarter, 1919 | .. 8.25 | 1436-26 | ..1st quarter, 1917, to 2nd quarter, 1919 | .. 7.35 |
| 1209B-70B | ..2nd quarter, 1918, to 2nd quarter, 1919 | 8.30 | <i>2nd Division, Maradana.</i> | | |
| 1212-70A | ..1st quarter, 1918, to 2nd quarter, 1919, and riot damages | .. 8.35 | 1436A-26 | ..1st and 2nd quarters, 1919 | .. 7.40 |
| 1213-70A | ..2nd quarter, 1916, to 2nd quarter, 1919, and riot damages | .. 8.40 | <i>Maligakanda.</i> | | |
| 1217-67 | ..3rd quarter, 1916, to 2nd quarter, 1919 | 8.45 | 1448-155 | ..2nd quarter, 1919 | .. 7.45 |
| 1218-66 | .. Do. | .. 8.50 | 1464-32B | ..3rd quarter, 1915, to 2nd quarter, 1919, and riot damages | .. 7.50 |
| 1217A-67 | ..1st quarter, 1918, to 2nd quarter, 1919 | .. 8.55 | 1449-154 | ..2nd quarter, 1915, to 2nd quarter, 1919, and riot damages | .. 7.55 |
| 1221A-63A | ..1st and 2nd quarters, 1919 | .. 9 | 1461A-149 | ..3rd quarter, 1915, to 2nd quarter, 1919, and riot damages | .. 8 |
| 1224-59 | ..2nd quarter, 1918, to 2nd quarter, 1919 | 9.5 | 1462-149B | ..1st quarter, 1917, to 2nd quarter, 1919, and riot damages | .. 8.5 |
| 1240-49 | .. Do. | .. 9.10 | 1469-31C | ..2nd quarter, 1919 | .. 8.10 |
| 1244-47 | ..1st quarter, 1918, to 2nd quarter, 1919 | .. 9.15 | 1487-6A | ..1st and 2nd quarters, 1919 | .. 8.15 |
| 1248-53 | ..2nd quarter, 1918, to 2nd quarter, 1919 | 9.20 | 1488C-60 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 8.20 |
| 1247-53A | ..1st and 2nd quarters, 1919 | .. 9.25 | <i>2nd Division, Maradana.</i> | | |
| 1250-46A | .. Do. | .. 9.30 | 1443-160 | ..3rd quarter, 1916, to 2nd quarter, 1919 | 8.25 |
| 1263-42A | ..2nd quarter, 1919 | .. 9.35 | <i>Maligakanda.</i> | | |
| 1264-42 | ..3rd quarter, 1918, to 2nd quarter, 1919 | 9.40 | 1489-61A | ..1st and 2nd quarters, 1919 | .. 8.30 |
| 1265-41 | ..2nd quarter, 1919 | .. 9.45 | 1491-61B | .. Do. | .. 8.35 |
| 1268-39B | ..3rd quarter, 1918, to 2nd quarter, 1919 | 9.50 | 1494A-34B | ..1st quarter, 1918, to 2nd quarter, 1919 | .. 8.40 |
| 1269-39A | ..2nd quarter, 1919 | .. 9.55 | 1495-33A | .. Do. | .. 8.45 |
| 1270-39 | ..4th quarter, 1918, to 2nd quarter, 1919 | 10 | 1498-33B | ..2nd quarter, 1918, to 2nd quarter, 1919 | 8.50 |
| Date of Sale : Friday, April 23, 1920. | | | 1508-37A | ..2nd quarter, 1914, and 3rd quarter, 1918, to 2nd quarter, 1919 | .. 8.55 |
| <i>Dematagoda.</i> | | | 1509-37 | ..2nd quarter, 1919 | .. 9 |
| 1274-34 | ..4th quarter, 1918, to 2nd quarter, 1919 | 7 | 1510-36A | ..2nd quarter, 1918, to 2nd quarter, 1919 | 9.5 |
| 1275-33 | .. Do. | .. 7.5 | 1511-36 | ..1st quarter, 1918, to 2nd quarter, 1919 | .. 9.10 |
| 1277-31 | .. Do. | .. 7.10 | 1512-36 | ..3rd quarter, 1917, to 2nd quarter, 1919 | 9.15 |
| 1280-28A | ..2nd quarter, 1919 | .. 7.15 | 1513-35 | ..2nd quarter, 1918, to 2nd quarter, 1919 | 9.20 |
| 1291A-21 | ..4th quarter, 1918, to 2nd quarter, 1919 | 7.20 | 1514-35A | ..3rd quarter, 1918, to 2nd quarter, 1919 | 9.25 |
| 1303-9 | ..1st and 2nd quarters, 1919 | .. 7.25 | 1515-1516- 59 | ..1st and 2nd quarters, 1919 | .. 9.30 |
| 1291-21 | ..2nd quarter, 1919 | .. 7.30 | 1520-55 | ..1st quarter, 1917, to 2nd quarter, 1919 | .. 9.35 |
| 1292-21A | ..1st and 2nd quarters, 1919 | .. 7.35 | 1529-52 | ..4th quarter, 1918, to 2nd quarter, 1919 | 9.40 |
| 1293-21C | ..4th quarter, 1917, to 2nd quarter, 1919 | 7.40 | <i>2nd Division, Maradana.</i> | | |
| 1294-21D | ..3rd quarter, 1913, to 2nd quarter, 1919, and riot damages | .. 7.45 | 1538-137 | ..1st quarter, 1917, to 2nd quarter, 1919 | .. 9.45 |
| 1295-21 | ..2nd quarter, 1918, to 2nd quarter, 1919 | 7.50 | 1546-137 | ..4th quarter, 1917, to 2nd quarter, 1919 | 9.50 |
| 1296-16 | ..1st quarter, 1916, to 2nd quarter, 1919 | .. 7.55 | 1547-137 | ..1st quarter, 1917, to 2nd quarter, 1919 | .. 9.55 |
| 1302-10 | ..1st and 2nd quarters, 1919 | .. 8 | <i>Maligakanda.</i> | | |
| 1303A-9 | ..4th quarter, 1918, to 2nd quarter, 1919 | 8.5 | 1550-54C | ..3rd quarter, 1914, to 2nd quarter, 1919 | 10 |
| 1297-15 | .. Do. | .. 8.10 | | | |
| 1309-4 | ..3rd quarter, 1916, to 2nd quarter, 1919 | 8.15 | | | |
| 1246-53A | ..4th quarter, 1918, to 2nd quarter, 1919 | 8.20 | | | |
| 1301-11 | ..3rd quarter, 1916, to 2nd quarter, 1919, and riot damages | .. 8.25 | | | |
| 1309A-4 | ..1st quarter, 1918, to 2nd quarter, 1919 | .. 8.30 | | | |
| 1310-3A | ..2nd quarter, 1919 | .. 8.35 | | | |

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 rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rates and costs be duly paid.

R. N. WATKINS,
Financial Assistant to the Chairman,
The Municipal Office, Municipal Council.
Colombo, March 20, 1920.

SCHEDULE.

Date of Sale : Monday, April 26, 1920.

North-South Baseline.

| Premises No. | Quarter and Year. | Time of Sale. A.M. |
|--------------------------------|--|-----------------------|
| 2864-1 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 7 |
| 2864A-1 | .. 4th quarter, 1917, to 2nd quarter, 1919 | .. 7. 5 |
| 2865-1 | .. 2nd quarter, 1917, to 2nd quarter, 1919 | .. 7. 10 |
| 2866-1 | .. Do. | .. 7. 15 |
| 2867-2 | .. Do. | .. 7. 20 |
| 2868-37 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 25 |
| <i>3rd Division, Maradana.</i> | | |
| 2870-32. 32A and D | .. 1st quarter, 1917, to 2nd quarter, 1919 | .. 7. 30 |
| 2871-32A | .. 3rd quarter, 1918, to 2nd quarter, 1919 | .. 7. 35 |
| 2873-31B | .. 3rd quarter, 1917, to 2nd quarter, 1919, and riot damages | .. 7. 40 |
| 2874-31A | .. 2nd quarter, 1919 | .. 7. 45 |
| 2876-29. 30 | .. 4th quarter, 1917, to 2nd quarter, 1919 | .. 7. 50 |
| 2877-28 | .. Do. | .. 7. 55 |
| 2879A. 25 | .. 3rd quarter, 1917, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 8 |
| 2879B-24 | .. 1st and 2nd quarters, 1919 | .. 8. 5 |
| 2881-22 | .. 2nd quarter, 1919 | .. 8. 10 |
| 2883-21 | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 8. 15 |
| 2886-19 | .. Do. | .. 8. 20 |
| <i>Kynsey road.</i> | | |
| 2893-7 | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 8. 30 |
| 2894-7A | .. 2nd quarter, 1919, and riot damages, 1917 | .. 8. 35 |
| 2905-1 | .. Riot damages for 1916 and 1917 | .. 8. 40 |
| 2906-2 | .. 2nd quarter, 1919 | .. 8. 45 |
| 2907-2A | .. Do. | .. 8. 50 |
| <i>3rd Division, Maradana.</i> | | |
| 2909-13 | .. 2nd quarter, 1918, to 2nd quarter, 1919 | .. 8. 55 |
| 2910-13A | .. Do. | .. 9 |
| 2911-12 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 9. 5 |
| 2913-11 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 9. 10 |
| 2914-10 | .. 1st and 2nd quarters, 1919 | .. 9. 15 |
| 2915-9C | .. Do. | .. 9. 20 |
| 2915A-9C | .. Do. | .. 9. 30 |
| 2916-9B | .. Do. | .. 9. 35 |
| 2917-9 | .. Do. | .. 9. 40 |
| 2919-7 | .. 4th quarter, 1917, to 2nd quarter, 1919 | .. 9. 45 |
| 2921-6 | .. 3rd quarter, 1918, to 2nd quarter, 1919 | .. 9. 50 |
| 2922-5A | .. Do. | .. 9. 55 |
| 2923-5 | .. Do. | .. 10 |

| Premises No. | Quarter and Year. | Time of Sale. A.M. |
|--|---|-----------------------|
| 2965-19 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages | .. 10. 5 |
| Date of Sale : Tuesday, April 27, 1920. | | |
| <i>Ward place.</i> | | |
| 2966-22 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7 |
| 2967-23/24 | .. 4th quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 5 |
| 2968A-25 | .. 3rd quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 10 |
| 2972-29/36 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 15 |
| <i>Cotta road.</i> | | |
| 2974-33 | .. 1st and 2nd quarters, 1919 | .. 7. 20 |
| 2980-30 | .. 2nd quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 25 |
| 2980A-30 | .. Do. | .. 7. 30 |
| 2981-30 | .. Do. | .. 7. 35 |
| 2984-30 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 40 |
| <i>Turner road.</i> | | |
| 2985-1 | .. Riot damages, 1916 | .. 7. 45 |
| <i>Cotta road.</i> | | |
| 2994-28 | .. 4th quarter, 1918, to 2nd quarter, 1919 | .. 7. 50 |
| <i>Arbuthnot road.</i> | | |
| 2997-3 | .. 4th quarter, 1918, to 2nd quarter, 1919 | .. 7. 55 |
| 2997B-3B | .. Do. | .. 8 |
| 2998-2 | .. 2nd quarter, 1919 | .. 8. 5 |
| <i>Cotta road.</i> | | |
| 3000-23 | .. 2nd quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 8. 10 |
| 3004-22 | .. 2nd quarter, 1919 | .. 8. 15 |
| 3008-20 | .. 2nd quarter, 1918, to 2nd quarter, 1919 | .. 8. 20 |
| 3009-19 | .. Riot damages, 1917 | .. 8. 25 |
| <i>Arbuthnot road.</i> | | |
| 3011-1 | .. 4th quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 8. 30 |
| <i>Rodney street.</i> | | |
| 3012-6A | .. 4th quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 8. 35 |
| 3015-4 | .. 2nd quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 8. 40 |
| 3018-10 | .. 4th quarter, 1918, to 2nd quarter, 1919 | .. 8. 45 |
| <i>Yakbedde road.</i> | | |
| 3019-3 | .. 1st quarter, 1917, to 2nd quarter, 1919 | .. 8. 50 |
| 3020-3 | .. Do. | .. 8. 55 |
| <i>Cotta road.</i> | | |
| 3026A-18 | .. 3rd quarter, 1918, to 2nd quarter, 1919 | .. 9 |
| 3035-11 | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 9. 5 |
| 3036-11 | .. 1st and 2nd quarters, 1919 | .. 9. 10 |
| 3038-2 | .. 2nd quarter, 1919, and riot damages, 1917 | .. 9. 15 |
| 3039B-3B | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 9. 20 |
| <i>Baseline road.</i> | | |
| 15-11 | .. 1st and 2nd quarters, 1919, and riot damages, 1916 and 1917 | .. 9. 25 |
| 16-8 | .. 2nd quarter, 1919, and riot damages, 1917 | .. 9. 30 |
| 17-9 | .. 1st and 2nd quarters, 1919 | .. 9. 35 |
| 18-10 | .. 4th quarter, 1918, to 2nd quarter, 1919 | .. 9. 40 |
| 20-12 | .. Do. | .. 9. 45 |
| 20A-12 | .. Do. | .. 9. 50 |
| 23-14 | .. 3rd quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 9. 55 |
| 24-15 | .. 2nd quarter, 1919, and riot damages, 1917 | .. 10 |

Date of Sale : Wednesday, April 28, 1920.

| <i>Baseline road.</i> | | |
|-----------------------|--|----------------------|
| Premises No. | Quarter and Year. | Time of Sale A.M. |
| 25-16 | .. 4th quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7 |
| 26-17 | .. 2nd quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 5 |
| 27-18 | .. 3rd quarter, 1918, to 2nd quarter, 1919 and riot damages, 1917 | .. 7. 10 |
| 28-19 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 15 |
| 29A-20 | .. 4th quarter, 1917, to 2nd quarter, 1919 | 7. 20 |
| 30-21 | .. 3rd quarter, 1918, to 2nd quarter, 1919 | 7. 25 |
| 31-22 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages | .. 7. 30 |
| 32-23 | .. 3rd quarter, 1918, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 7. 35 |
| 33-24 | .. 4th quarter, 1918, to 2nd quarter, 1919 | 7. 40 |
| 34-25 | .. 2nd quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 45 |
| 35-26 | .. Riot damages, 1916 and 1917 | .. 7. 50 |
| 36-27 | .. 4th quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 55 |
| 38-31 | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 8 |
| 40-34 | .. 2nd quarter, 1919 | .. 8. 5 |
| 42-33 | .. Do. | .. 8. 10 |
| 43-36 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 8. 15 |
| 45-38 | .. Riot damages, 1916 and 1917 | .. 8. 20 |
| 47-40 | .. 1st and 2nd quarters, 1919 | .. 8. 25 |
| 49-30 | .. 2nd quarter, 1919 | .. 8. 30 |
| 51-41 | .. 1st and 2nd quarters, 1919, and riot damages | .. 8. 35 |
| 53-43 | .. Riot damages, 1917 | .. 8. 40 |
| 54-44 | .. 2nd quarter, 1919 | .. 8. 45 |
| 55-45 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 8. 50 |
| 56-46 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 8. 55 |
| 57-47 | .. Do. | .. 9 |

Kent road.

| | | |
|-------|---|----------|
| 59-1 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 9. 5 |
| 60-2 | .. Do. | .. 9. 10 |
| 61-3 | .. 3rd quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 9. 15 |
| 63-5 | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 9. 20 |
| 65-6 | .. 4th quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 9. 25 |
| 66-6A | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 9. 30 |
| 67-7 | .. Riot damages, 1917 | .. 9. 35 |
| 68-8 | .. 1st and 2nd quarters, 1919 | .. 9. 40 |
| 69-9 | .. 4th quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 9. 45 |

Baseline road.

| | | |
|-------|-------------------------------|----------|
| 70-49 | .. Riot damages, 1917 | .. 9. 50 |
| 72-51 | .. 1st and 2nd quarters, 1919 | .. 9. 55 |

Perth road.

| | | |
|------|------------------------------------|-------|
| 73-1 | .. 2nd quarter, 1919 (for balance) | .. 10 |
|------|------------------------------------|-------|

Date of Sale : Thursday, April 29, 1920.

Perth road.

| | | |
|-------|--|----------|
| 74-2 | .. 1st and 2nd quarter, 1919 | .. 7 |
| 75-3 | .. 2nd quarter, 1919 | .. 7. 5 |
| 77-5 | .. 1st quarter, 1918, to 2nd quarter, 1919 | 7. 10 |
| 78-6 | .. 3rd quarter, 1918, to 2nd quarter, 1919 | 7. 15 |
| 80A-8 | .. 1st and 2nd quarters, 1919 | .. 7. 20 |
| 81-9 | .. Riot damages, 1916 and 1917 | .. 7. 25 |

Baseline road.

| | | |
|-------|--|-------|
| 82-52 | .. 3rd quarter, 1917, to 2nd quarter, 1919 | 7. 30 |
| 83-52 | .. 2nd quarter, 1918, to 2nd quarter, 1919 | 7. 35 |

| <i>Albion road.</i> | | |
|---------------------|---|----------------------|
| Premises No. | Quarter and Year. | Time of Sale A.M. |
| 85-1 | .. 3rd quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 40 |
| 85A-2 | .. 4th quarter, 1917, to 2nd quarter, 1919 | 7. 45 |
| 89-4 | .. 4th quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 50 |
| 90-5 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 55 |
| 92-53 | .. 3rd quarter, 1918, to 2nd quarter, 1919 | 8 |
| <i>Kolonnawa.</i> | | |
| 93-1 | .. 2nd quarter, 1918, to 2nd quarter, 1919 | 8. 5 |
| 94-1 | .. Do. | .. 8. 10 |
| 95-1 | .. Do. | .. 8. 15 |
| 96-2 | .. 3rd quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 8. 20 |
| 97A-3 | .. 1st and 2nd quarters, 1919 | .. 8. 25 |
| 102-8 | .. Do. | .. 8. 30 |
| 104-10A | .. Do. | .. 8. 35 |
| 105-10 | .. Do. | .. 8. 40 |
| 106-11 | .. Do. | .. 8. 45 |
| 107-12 | .. 1st quarter, 1918, to 2nd quarter, 1919 | 8. 50 |
| 108-13 | .. 1st and 2nd quarters, 1919 | .. 8. 55 |
| 109-14 | .. Do. | .. 9 |
| 110-15 | .. 2nd quarter, 1918, to 2nd quarter, 1919 | 9. 5 |
| 112-17 | .. 1st and 2nd quarters, 1919 | .. 9. 10 |
| 113-18 | .. 2nd quarter, 1918, to 2nd quarter, 1919 | 9. 15 |
| 114-18B | .. 2nd quarter, 1919, and riot damages, 1917 | .. 9. 20 |
| 115-18A | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 9. 25 |
| 115A-18A | .. 3rd quarter, 1918, to 2nd quarter, 1919 | 9. 30 |
| 117-20 | .. 2nd quarter, 1919, and riot damages, 1917 | .. 9. 35 |
| 118-10B | .. 1st and 2nd quarters, 1919 | .. 9. 40 |
| 120-22 | .. 3rd quarter, 1918, to 2nd quarter, 1919 | 9. 45 |
| 122-25 | .. Riot damages, 1917 | .. 9. 50 |
| 124-76 | .. Do. | .. 9. 55 |
| 125-27 | .. 2nd quarter, 1919 | .. 10 |

Date of Sale : Friday, April 30, 1920.

Kolonnawa.

| | | |
|----------|--|----------|
| 126-28 | .. 1st and 2nd quarters, 1919 | .. 7 |
| 127-29 | .. 4th quarter, 1918, to 2nd quarter, 1919 | 7. 5 |
| 133-34 | .. 2nd quarter, 1919 | .. 7. 10 |
| 134-34A | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 7. 15 |
| 135-34B | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 20 |
| 136-33 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 7. 25 |
| 137-32 | .. 2nd quarter, 1919 | .. 7. 30 |
| 138-31 | .. 3rd quarter, 1918, to 2nd quarter, 1919 | 7. 35 |
| 141-36 | .. 4th quarter, 1918, to 2nd quarter, 1919 | 7. 40 |
| 142-37 | .. 1st and 2nd quarters, 1919 | .. 7. 45 |
| 143-38 | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 7. 50 |
| 144-39 | .. 3rd quarter, 1917, to 2nd quarter, 1919, and riot damages for 1917 | .. 7. 55 |
| 144A-39 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 8 |
| 150-44 | .. 2nd quarter, 1919, and riot damages, 1917 | 8. 5 |
| 151A-44A | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 8. 10 |
| 152-45 | .. 1st and 2nd quarters, 1919 | .. 8. 15 |
| 152A-45 | .. Riot damages, 1916 and 1917 | .. 8. 20 |
| 153-45 | .. 4th quarter, 1918, to 2nd quarter 1919 | 8. 25 |
| 155-61 | .. 1st quarter, 1917, to 2nd quarter 1919, and riot damages, 1916 and 1917 | .. 8. 30 |
| 157-48 | .. 1st and 2nd quarters, 1919 | .. 8. 35 |
| 158-49 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 8. 40 |
| 159-50 | .. 1st and 2nd quarters, 1919, and riot damages, 1916 and 1917 | .. 8. 45 |
| 164-54 | .. 4th quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 8. 50 |
| 166-56 | .. 1st and 2nd quarters, 1919 | .. 8. 55 |
| 167-57 | .. 2nd quarter, 1919, and riot damages, 1917 | .. 9 |

| Premises No. | Quarter and Year. | Time of Sale. A.M. | Premises No. | Quarter and Year. | Time of Sale. A.M. |
|--------------|--|-----------------------|--------------|--|-----------------------|
| 171-59 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 9. 5 | 260-36 | .. 3rd quarter, 1918, to 2nd quarter, 1919, and riot damages, 1916 to 1917 | .. 10. 15 |
| 173-61 | .. 2nd quarter, 1919, and riot damages, 1917 | .. 9. 10 | 265-40 | .. 4th quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 10. 20 |
| 176-64 | .. 4th quarter, 1918, to 2nd quarter, 1919 | 9. 15 | 266-41 | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 10. 25 |
| 177-68 | .. 3rd quarter, 1918, to 2nd quarter, 1919 | 9. 20 | 268-43A | .. 2nd quarter, 1919, and riot damages, 1917 | .. 10. 30 |
| 178-67 | .. Riot damages, 1917 | .. 9. 25 | 269-43 | .. 3rd quarter, 1917, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 10. 35 |
| 179-66 | .. 2nd quarter, 1918, to 2nd quarter, 1919 | 9. 30 | | | |
| 180-65 | .. 4th quarter, 1918, to 2nd quarter, 1919 | 9. 35 | | | |
| 181-69A/1 | .. 2nd quarter, 1919, and riot damages, 1917 | .. 9. 40 | | | |
| 182-69A | .. 2nd quarter, 1919 | .. 9. 45 | | | |
| 183A-69 | .. 2nd quarter, 1919, and riot damages, 1917 | .. 9. 50 | | | |
| 193-73 | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 9. 55 | | | |
| 197-74 | .. Riot damages, 1916 and 1917 | .. 10 | | | |

Date of Sale : Saturday, May 1, 1920.

Kolonnawa.

| | | |
|-------------------|---|----------|
| 197A-74 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 7 |
| <i>Baseline.</i> | | |
| 202-57A | .. 2nd quarter, 1919 | .. 7. 5 |
| <i>Kolonnawa.</i> | | |
| 207-62 | .. 1st quarter, 1917, to 2nd quarter, 1919 | 7. 10 |
| 209-64 | .. Riot damages, 1916 and 1917 | .. 7. 15 |

Baseline.

| | | |
|---------|--|----------|
| 210-65 | .. 1st quarter, 1917, to 2nd quarter, 1919 | 7. 20 |
| 210A-65 | .. Riot damages, 1916 and 1917 | .. 7. 25 |
| 215-68 | .. 1st quarter, 1917, to 2nd quarter, 1919 | 7. 30 |

Yakbedde.

| | | |
|---------|--|-----------|
| 220-8 | .. 4th quarter, 1917, to 2nd quarter, 1919 | 7. 35 |
| 220A-8A | .. 1st and 2nd quarters, 1919, and riot damages, 1917 | .. 7. 40 |
| 224-8 | .. Do. | .. 7. 45 |
| 226-8 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 7. 50 |
| 228-8 | .. 2nd quarter, 1918, to 2nd quarter, 1919 | 7. 55 |
| 229-8 | .. Do. | 8 |
| 230-9 | .. 4th quarter, 1918, to 2nd quarter, 1919 | 8. 5 |
| 231-10 | .. 2nd quarter, 1919, and riot damages, 1917 | .. 8. 10 |
| 232-11 | .. 2nd quarter, 1919 | .. 8. 15 |
| 233-12 | .. Do. | .. 8. 20 |
| 234-13 | .. 4th quarter, 1918, to 2nd quarter, 1919 | 8. 25 |
| 235-14 | .. 3rd quarter, 1917, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 8. 30 |
| 236-21 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 8. 35 |
| 236A | .. 3rd quarter, 1917, to 2nd quarter, 1919 | 8. 40 |
| 237-22 | .. 1st quarter, 1918, to 2nd quarter, 1919 | 8. 45 |
| 238-33 | .. Riot damages, 1917 | .. 8. 50 |
| 240-24 | .. 1st quarter, 1918, to 2nd quarter, 1919 | 8. 55 |
| 241-25A | .. 1st and 2nd quarters, 1919 | 9 |
| 242-25 | .. 3rd quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 9. 5 |
| 243-26 | .. Do. | .. 9. 10 |
| 244-27 | .. 2nd quarter, 1919, and riot damages, 1917 | .. 9. 15 |
| 245-20 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 9. 20 |
| 246-15 | .. 1st and 2nd quarters, 1919 | .. 9. 25 |
| 247-15A | .. 2nd quarter, 1919 | .. 9. 30 |
| 248-16 | .. 4th quarter, 1918, to 2nd quarter, 1919 | 9. 35 |
| 249-17 | .. 3rd quarter, 1918, to 2nd quarter, 1919 | 9. 40 |
| 250-18 | .. 4th quarter, 1917, to 2nd quarter, 1919 | 9. 45 |
| 253-29 | .. 3rd quarter, 1918, to 2nd quarter, 1919, and riot damages, 1916 and 1917 | .. 9. 50 |
| 256-32 | .. 1st quarter, 1917, to 2nd quarter, 1919, and riot damages, 1917 | .. 9. 55 |
| 257-33 | .. 1st quarter, 1918, to 2nd quarter, 1919, and riot damages, 1917 | .. 10 |
| 258-30 | .. Do. | .. 10. 5 |
| 259-34 | .. Do. | .. 10. 10 |

Prices of Foodstuffs, &c., in Colombo on March 24, 1920.

| | Per | Wholesale. | | Retail. Rs. c. |
|----------------------------------|-----------|------------|--------------------------|-------------------|
| | | Rs. c. | Per | |
| Paddy, Country | .. Bushel | .. — | .. Measure | .. — |
| Paddy, Imported | .. do. | .. — | .. do. | .. — |
| Rice, Country | .. do. | .. — | .. do. | .. — |
| Rice, Kara | .. do. | .. — | .. do. | .. — |
| Rice, Kallunda | .. do. | .. — | .. do. | .. — |
| Rice, Sulai | .. do. | .. — | .. do. | .. — |
| Rice, Muttusamba | .. do. | .. — | .. do. | .. — |
| Raw Rice (Rangoon) | .. do. | .. — | .. do. | .. — |
| Raw Rice (Singapore) | .. do. | .. — | .. do. | .. — |
| Raw Rice (Batavia) | .. do. | .. — | .. do. | .. — |
| Dholl (Thovaram) | .. do. | .. — | .. Seer | .. 0 40 |
| Dholl (Mysore) | .. do. | .. — | .. do. | .. 0 22 |
| Green Peas | .. do. | .. — | .. do. | .. 0 22 |
| Ulundu | .. do. | .. — | .. do. | .. 0 32 |
| Gram | .. do. | .. — | .. do. | .. 0 28 |
| Wheat Flour | .. — | .. — | .. lb. | .. 0 16 |
| American Flour | .. — | .. — | .. do. | .. 0 17 |
| Ghee, Cow | .. — | .. — | .. Seer | .. 5 50 |
| Ghee, Buffalo | .. — | .. — | .. do. | .. 4 44 |
| Milk | .. — | .. — | .. Bottle | .. 0 30 |
| Potatoes (Indian) | .. — | .. — | .. lb. | .. 0 14 |
| Potatoes (Bangalore) | .. — | .. — | .. do. | .. 0 14 |
| Onions (Bombay) | .. — | .. — | .. do. | .. 0 9 |
| Onions, Red | .. — | .. — | .. do. | .. 0 8 |
| Bread | .. — | .. — | .. 1-lb. loaf | .. 0 18 |
| Tea | .. — | .. — | .. lb. | .. 0 72 |
| Coffee | .. — | .. — | .. do. | .. 0 81 |
| Limes | .. — | .. — | .. Dozen | .. 0 10 |
| Coconuts | .. — | .. — | .. Each | 10c. to 0 12 |
| Sugar, Soft | .. — | .. — | .. lb. | .. 0 35 |
| Sugar, Crepe | .. — | .. — | .. do. | .. 0 33 |
| Sugar (Ceylon) | .. — | .. — | .. do. | .. — |
| Sugar Candy | .. — | .. — | .. do. | .. 0 46 |
| Sugar, Brown | .. — | .. — | .. do. | .. — |
| Salt | .. — | .. — | .. Measure | .. 0 11 |
| Salt | .. — | .. — | .. lb. | .. 0 5 1/2 |
| Dried Chillies | .. — | .. — | .. do. | .. 0 30 |
| Coriander | .. — | .. — | .. do. | .. 0 18 |
| Pepper | .. — | .. — | .. Measure | .. 0 56 |
| Garlic | .. — | .. — | .. lb. | .. 0 60 |
| Mustard | .. — | .. — | .. Measure | .. 0 36 |
| Turmeric | .. — | .. — | .. lb. | .. 0 18 |
| Fenugreek | .. — | .. — | .. do. | .. 0 18 |
| Cummin | .. — | .. — | .. do. | .. 0 40 |
| Aniseed | .. — | .. — | .. do. | .. 0 22 |
| Tamarind | .. — | .. — | .. do. | .. 0 10 |
| Jaggery | .. — | .. — | .. Bundle | .. 0 35 |
| Gingelly | .. — | .. — | .. Seer | .. 0 28 |
| Gingelly Oil | .. — | .. — | .. Bottle | 84c. to 1 50 |
| Coconut Oil | .. — | .. — | .. Measure | .. 0 88 |
| Kerosine Oil, Day- light | .. — | .. — | .. Bottle | .. 0 18 |
| Kerosine Oil, Mon- key Brand | .. — | .. — | .. do. | .. 0 17 |
| Matches, Three Stars | .. — | .. — | .. Packet of 12 boxes | 0 20 |
| Matches (Japanese) | .. — | .. — | .. do. | .. 0 19 |
| Beef | .. — | .. — | .. lb. | .. 0 30 |
| Mutton | .. — | .. — | .. do. | .. 0 80 |
| Pork | .. — | .. — | .. do. | .. 0 80 |
| Chickens | .. — | .. — | .. Each | .. 0 50 |
| Eggs | .. — | .. — | .. do. | .. 0 6 |
| Dry Fish, Nettali (Halmessan) | .. — | .. — | .. lb. | .. 0 28 |
| Dry Fish (Maldive) | .. — | .. — | .. do. | .. 0 50 |

The Municipal Office,
Colombo, March 24, 1920.

R. N. WATKINS,
Financial Assistant to the
Chairman, Municipal Council.

MUNICIPALITY OF KANDY.

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 Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for arrears of police and lighting rate and water-rate due on the premises for 4th quarter, 1919, and of which particulars are given in the under-mentioned lists, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rates and taxes and costs be duly paid.

List H.—On Wednesday, April 28, 1920, commencing at the first-named premises at 8 A.M.

List I.—On Thursday, April 29, 1920, commencing at the first-named premises at 8 A.M.

List J.—On Friday, April 30, 1920, commencing at the first-named premises at 8 A.M.

The Municipal Office, Kandy, March 17, 1920. By order, JAS. JAYETILEKE, Secretary.

List H.—Trincomalee street.

| No. | Description of Property | Reputed Owner. |
|--------------------|-------------------------|------------------------------|
| A | House and land | Uduma Lebbe Marikar's estate |
| 42 | Do. | A. M. Casim's estate |
| 58 | Do. | G. W. Bibile |
| 59 | Do. | R. Nugawela |
| 60 | Do. | do. |
| 61 | Do. | L. B. Nugawela |
| 72 | Do. | A. R. Cassee Lebbe |
| 73 | Do. | D. Gunasekera |
| 76 | Do. | S. Colande, lessee |
| 80, 81, and 82 | Do. | John Halangoda |
| 84-86 | Do. | B. Jayawardene |
| 89-91 | Do. | D. W. Abeyegunasekera |
| 97, 98, and 101 | Houses and lands | A. R. Cassee Lebbe |
| 105, 105a-g to 108 | Do. | Tambi Rasa Sinne Marikkar |
| 114 to 116 | Do. | Mammala Marikkar |
| 111 | House and land | A. R. Cassee Lebbe |
| 132 | Do. | R. C. Mission |
| 134 | Do. | A. L. Abdul Rahiman |
| 143 | Do. | H. L. M. Haniffa |
| 146 | Do. | A. R. and A. B. Cassee Lebbe |
| 147 and 148 | Do. | V. L. Mohamed and others |
| 151 | Do. | P. B. Deldeniya |
| 152-153, 154 | Do. | E. W. Abeyegunasekera |
| 155 | Do. | D. W. Abeyegunasekera |
| 157 and 158 | Do. | D. A. Abeyegunasekera |
| 159 and 160 | Do. | M. C. Abdul Rahaman |
| 161 | Do. | Z. M. Salley |
| 164 | Do. | Alice Umajiliya |
| 173 | Do. | Abdul Razeed |
| 181, 182 | Houses and lands | Maimoon Natchia |
| 183a, 184 | Do. | M. Idroos |
| 186 | Do. | A. R. Marikar |
| 192 | Do. | Hadjie Marikar |
| 206 | Do. | P. B. Yatawatte |
| 207 | Do. | F. A. Kamatchi Amma |
| 216 | Do. | R. Molagoda |
| 224 | Do. | H. Senaviratne |
| 225 | Do. | A. R. M. Marikar |
| 229 | Do. | M. C. M. Yoosoof |
| 230 | Do. | H. H. Veera |
| 232 | Do. | S. L. Abdul Rahaman |
| 236a | Do. | A. R. Cassi Lebbe |
| 242 | Do. | N. M. A. Carim |
| 250 | Do. | Uduman Lebbe |
| 263 to 265 | Do. | Habusa Umma |
| 283 | House and land | Sara Umma |
| 292 to 293a-g | Houses and lands | M. Samsadeen |
| 295 | House and land | A. L. Abdul Rahiman |
| 329 | Do. | E. Giriagama |
| 362 | Do. | D. M. Abeyegunasekera |

List I.—Brownrigg street.

| No. | Description of Property. | Reputed Owner. |
|------------------|--------------------------|-------------------------|
| 7 and 8 | House and land | A. M. Habibu Lebbe |
| 49 to 54 | Houses and lands | U. B. Dehigama's estate |
| 62 | House and land | Suleha Umma |
| 73 | Do. | John Anghie |
| 76 | Do. | Suleha Umma |
| 91e and f and 92 | Do. | P. B. Rambukwelle |

Colombo street.

| | | |
|---------------|------------------|------------------------------|
| 3 | House and land | D. W. Abeyegunasekera |
| 9 and 10 | Do. | R. C. Mission |
| 13 and 14 | Do. | S. M. Mohamado Meedin |
| 46 | Do. | Kadiravelu, son of Puriggala |
| 54, 54a | Do. | A. M. Meya Lebbe |
| 115 to 117 | Houses and lands | Madar |
| 118 to 120 | Do. | A. M. Habibu Lebbe |
| 121 | House and land | P. S. Thambugala |
| 135 | Do. | Mrs. T. Wijegunawardana |
| 142 and 143 | Do. | Siyadoris de Silva |
| 144a-j | Houses and lands | E. J. P. de Soysa |
| 145 | House and land | Siyadoris de Silva |
| 146 | Do. | A. M. B. Solomon de Silva |
| 158a-e to 158 | Do. | do. |
| k-m | Houses and lands | S. L. M. Suleha Umma |
| 164 and 164a | Do. | A. Meedin Pitchey |
| 251 | House and land | T. R. Sinna Lebbe Marikar |

Colombo road.

| | | |
|------------|------------------|------------------|
| 2 to 12a-j | Houses and lands | Ramathu Umma |
| 36 | House and land | Mrs. G. de Silva |

Castle Hill street.

| | | |
|-----------------------|------------------|-------------------------|
| 17 | House and land | A. M. Meeya Lebbe |
| 38-40 | Houses and lands | A. R. Cassi Lebbe |
| 44 | House and land | W. W. de A. Senaviratne |
| 44a to 45a-b | Houses and lands | D. D. Stephen, lessee |
| 48a | House and land | M. B. Panabokke |
| 55 | Do. | Andrew Silva |
| 85b | Do. | M. Aliar |
| 97 | Do. | D. D. Stephen, lessee |
| 116 and 118a-e to 121 | Houses and lands | Kataragama Dewale |

Hermitage road.

| | | |
|---|----------------|----------------------|
| 4 | House and land | A. Fernando's estate |
|---|----------------|----------------------|

Victoria Drive.

| | | |
|---------|------------------|-----------------|
| 3 and 6 | Houses and lands | Malwatta temple |
| 15 | House and land | Piadasa Unnanse |

Ward street.

| | | |
|-----|----------------|-------------------------|
| 26c | House and land | W. B. Cornelis de Silva |
|-----|----------------|-------------------------|

Asgiriya road.

| | | |
|---------|------------------|-------------|
| 4 to 4c | Houses and lands | H. U. Banda |
|---------|------------------|-------------|

Udamadapota.

| | | |
|--------------|------------------|--------------------|
| 6 to 7 b | Houses and lands | Dona Isabella Hamy |
| 14 and 16 | Do. | D. C. Abeyesekera |
| 18-18a | Do. | A. D. John |
| 20a, b, c... | Do. | Gregoris de Silva |

List J.—Katugastota road.

| | | |
|--------------|------------------|-----------------------|
| 6 | Houses and lands | S. L. Abdul Gaffoor |
| 8, 8a, and b | Do. | Una Sela Umma. |
| 10 to 12 | Do. | H. M. Haniffa |
| 13-14 | Do. | A. R. M. Marikar |
| 19 | Do. | M. S. Pitchey |
| 20 | Do. | Abdul Rahim |
| 24 | Do. | M. C. Abdul Rahim |
| 27 to 29 | Do. | T. L. S. Abdeen |
| 30 | Do. | S. L. Zaindeen |
| 31a and b | Do. | U. L. Abdul Careem |
| 35 to 37 | Do. | Mohammado Tamby Lebbe |

| No. | Description of Property. | Reputed Owner. | No. | Description of Property. | Reputed Owner. |
|----------------|--------------------------|------------------------|---------------|--------------------------|-----------------------|
| 39 | House and land | C. L. M. Seyadu Amma | 201a and b | House and land | D. M. A. Wijesooria |
| 44 | Do. | M. Sena Pitchay | 203 | Do. | W. Dona Punchi Nona |
| 57a to 58-61 | Houses and lands | A. R. M. Marikar | 205 to 207 | Houses and lands | D. M. A. Wijesooria |
| 65-83 | Do. | Mrs. C. Sproule | 208 to 211 | Do. | J. S. Fernando |
| 105 | House and land | D. M. Wijesooria | 213a-213½ | Do. | K. D. Philip Perera |
| 114 to 117 | Houses and lands | do. | 225, 226, and | | |
| 118 and 119 | Do. | D. K. Goonesekere | 227 | Do. | Mrs. C. Sproule |
| 119a and 119b, | | | 235 | House and land | H. L. Abdul Rahim |
| 126 | Do. | D. M. Wijesooria | 242 | Do. | M. L. Deen |
| 132 | House and land | W. A. F. Perera | 251 | Do. | H. L. Abdul Majeed |
| 133, 134, and | | | 252 | Do. | Heirs of Seyadu Umma |
| 136 | Houses and lands | W. Dona Catherina Hamy | 253 | Do. | S. Hamid |
| 135 | House and land | O. D. Philip Perera | 259 | Do. | Siane Thamby |
| 137 | Do. | Miskin Mason | 261 and 262 | Do. | W. Slema Lebba |
| 140 | Do. | Henry Dunuwille | 268, 268a | Do. | A. R. M. Marikkar |
| 143 | Do. | D. C. S. Goonesekere | 269 to 274 | Do. | L. M. Rapiatu Natchia |
| 160b and 160c | Do. | M. L. M. Abdul Cader | 279a | Do. | Una Sariffa Umma |
| 161 to 163a | Houses and lands | M. L. S. Habeebu Lebba | | | |
| 197a | House and land | D. C. S. Goonesekere | | | |

Cemetery road.

11, 12, and 13 Houses and lands A. R. Cassee Lebba
26 and 27 Do. Ismail Lebba

LOCAL BOARD NOTICES.

Notice of Sale.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Desestra Kalutara, which have been seized under section 34 of Ordinance No. 13 of 1898 and section 41 of the Ordinance No. 16 of 1865, for default of the payment of assessment tax due for the 4th quarter of 1919, will be sold by public auction at the premises on Friday, April 2, 1920, and following days, commencing at 10 A.M.

The Kachcheri, T. A. HODSON,
Kalutara, March 18, 1920. Assistant Government Agent.

| No. | Name of Owner. | Name of Land. |
|-------|---------------------------|------------------------|
| 675 | B. Paul Perera | Paranapallyawatta |
| 761 | M. Hendrick Perera | Gurunnanselagewatta |
| 768 | W. Thedehamy | Lindamulawatta |
| 773A | M. Emonona | do. |
| 776 | W. John Perera | Induruwewatta |
| 799½ | A. Charlis Allis | Marakkalayawatta |
| 802 | D. Carolis Fernando | Ilakkapitiya |
| 825 | B. M. Perera | Appukuttiyawatta |
| 825A | B. Salmon Perera | do. |
| 828 | W. Hendrick Perera | Halgamaparangiya-watta |
| 838 | W. P. Fonseka | Mawalayawatta |
| 892 | Estate of Johannes Perera | Dombiwatta |
| 900 | M. Lorensu Perera | Narangahawatta |
| 925 | B. Manuwel Fernando | Ambugewatta |
| 931 | W. Charles Perera | Gallindawatta |
| 939 | W. Jonis Fernando | Kopparapitiya |
| 940 | G. Maniwel Fernando | Gulewatta |
| 957 | H. Lewis Fonseka | Aththigahawatta |
| 963 | F. Juwanis Fonseka | Modarawatta |
| 1002 | W. Joronis Fernando | Bogahawatta |
| 1027½ | J. A. Davith Appu | Gorakagahawatta |
| 1026 | W. Thobius Silva | Kaluwatta |
| 1054 | M. Juwanis Fernando | Kabalwatta |
| 1060 | R. M. Semaneri Silva | Ambagahawatta |
| 1074 | W. Siman Fonseka | Kongahawatta |
| 1076 | W. J. Fonseka | Pelawatta |
| 1102 | S. Andiris Fernando | do. |
| 1232 | W. Diyonis Fernando | Kahatagahawatta |
| 1290 | B. M. Joseph Perera | Pallyewatta |
| 1292 | do. | do. |
| 1310 | M. Kandiya | Kospanawatta |
| 1320 | W. J. Fonseka | Kahalagodayawatta |
| 1424 | B. Don Davith Silva | Siyabalagahawatta |
| 1425 | S. Andiris Fernando | Pelawatta |
| 1428 | do. | Kandewatta |
| 1433 | S. Siman Fernando | Mahawatta |
| 1464½ | W. Jemis Fernando | Ilangahawatta |
| 1471 | M. Velmina Perera | do. |
| 1477 | M. Hendrick Perera | Gira-ambewatta |
| 1027 | L. Selestina Peiris | Kopparapitiya |

Statement of all Moneys received and paid and all Sums levied and expended under "The Small Towns Sanitary Ordinance, 1892," for the Year 1919, in the Jaffna District.

| POINT PEDRO. | | | |
|---------------------------------|-----------|---------------------------------|-----------|
| Receipts. | Rs. c. | Expenditure. | Rs. c. |
| Taxes .. | 3,583 20 | Administration .. | 985 36 |
| Licenses .. | 885 50 | Sanitation .. | 1,533 50 |
| Rents .. | 1,601 71 | Lighting .. | 128 50 |
| Fines .. | 154 0 | Public works .. | 2,130 81 |
| Miscellaneous .. | 85 50 | Flood outlet .. | 365 72 |
| | | Miscellaneous .. | 277 0 |
| | 6,309 91 | | 5,420 89 |
| Balance on December 31, 1918 .. | 5,899 50 | Balance on December 31, 1919 .. | 6,788 52 |
| Total .. | 12,209 41 | Total .. | 12,209 41 |

| VALVEDDITTURAL. | | | |
|---------------------------------|----------|---------------------------------|----------|
| Receipts. | Rs. c. | Expenditure. | Rs. c. |
| Taxes .. | 2,673 22 | Administration .. | 758 98 |
| Licenses .. | 396 0 | Sanitation .. | 1,096 25 |
| Rents .. | 409 49 | Lighting .. | 70 83 |
| Fines .. | 157 50 | Miscellaneous .. | 381 79 |
| Miscellaneous .. | 12 95 | Sinking fund .. | 1,061 88 |
| Refund of advance .. | 21 25 | Advance .. | 21 25 |
| | 3,670 41 | | 3,390 98 |
| Balance on December 31, 1918 .. | 2,383 39 | Balance on December 31, 1919 .. | 2,662 82 |
| Total .. | 6,053 80 | Total .. | 6,053 80 |

| KAYTS. | | | |
|---------------------------------|----------|---------------------------------|----------|
| Receipts. | Rs. c. | Expenditure. | Rs. c. |
| Taxes .. | 1,717 24 | Administration .. | 523 47 |
| Licenses .. | 100 0 | Sanitation .. | 732 57 |
| Rents .. | 643 1 | Lighting .. | 82 56 |
| Fines .. | 51 25 | Public works .. | 37 75 |
| Miscellaneous .. | 159 0 | Miscellaneous .. | 92 96 |
| Refund of advance .. | 52 52 | Advance .. | 52 52 |
| | 2,723 2 | | 1,521 83 |
| Balance on December 31, 1918 .. | 1,408 76 | Balance on December 31, 1919 .. | 2,609 95 |
| Total .. | 4,131 78 | Total .. | 4,131 78 |

Sanitary Board Office,
Jaffna, March 23, 1920.B. CONSTANTINE,
Chairman.

Statement of Receipts and Payments of the Sanitary Board Towns of Batticaloa for 1919.

| KALMUNAL. | | | |
|-------------------------------|-----------|---|-----------|
| Receipts. | Rs. c. | Payments. | Rs. c. |
| Taxes .. | 3,884 20 | Salaries .. | 1,204 80 |
| Licenses .. | 939 0 | Commission to Division Officers and tax collectors .. | 375 55 |
| Fines .. | 8 20 | Remuneration to assessors .. | 59 16 |
| Rents .. | 1,904 67 | Tin plates for carts .. | 91 22 |
| Miscellaneous .. | 200 61 | Cost of audit .. | 34 6 |
| Deposits .. | 513 50 | Sanitation, scavenging and latrine .. | 1,346 53 |
| | 7,450 18 | Lighting .. | 403 33 |
| Balance on January 1, 1919 .. | 3,665 81 | Miscellaneous .. | 465 71 |
| Total .. | 11,115 99 | Roads .. | 1,136 65 |
| | | Buildings .. | 250 30 |
| | | New works .. | 462 40 |
| | | War allowance .. | 88 96 |
| | | Refund of deposits .. | 456 60 |
| | | Special vote, value of materials .. | 223 94 |
| | | | 6,655 21 |
| | | Balance on December 31, 1919 .. | 4,460 78 |
| | | Total .. | 11,115 99 |

Statement of Revenue and Expenditure of the Board of Health, Uva, for 1919.

| HAPUTALE. | | | |
|---------------------------------|-----------|---------------------------------|-----------|
| Revenue. | | Expenditure. | |
| Rs. c. | | Rs. c. | |
| Taxes .. | 2,171 72 | Establishment .. | 170 40 |
| Licenses .. | 1,914 56 | Office contingencies .. | 316 27 |
| Rents .. | 605 0 | Revenue services .. | 429 81 |
| Fines .. | 27 50 | Sanitation .. | 630 68 |
| Miscellaneous .. | 602 94 | Street lighting * .. | 180 51 |
| | | Public works .. | 718 37 |
| | | Miscellaneous .. | 364 6 |
| | 5,321 72 | | 2,810 10 |
| Balance on December 31, 1918 .. | 15,926 93 | Balance on December 31, 1919 .. | 18,438 55 |
| Total .. | 21,248 65 | Total .. | 21,248 65 |

| PASSARA. | | | |
|---------------------------------|----------|---------------------------------|-----------|
| Revenue. | | Expenditure. | |
| Rs. c. | | Rs. c. | |
| Taxes .. | 1,769 91 | Interest and sinking fund .. | 858 0 |
| Licenses .. | 1,084 34 | Establishment .. | 115 44 |
| Rents .. | 263 40 | Office contingencies .. | 69 45 |
| Miscellaneous .. | 280 36 | Revenue services .. | 190 29 |
| | | Sanitation .. | 576 14 |
| | | Public works .. | 125 92 |
| | | New construction .. | 305 10 |
| | | Miscellaneous .. | 163 50 |
| | 3,398 1 | | 2,403 84 |
| Balance on December 31, 1918 .. | 4,210 1½ | Balance on December 31, 1919 .. | 5,204 18½ |
| Total .. | 7,608 2½ | Total .. | 7,608 2½ |

| KOSLANDA. | | | |
|---------------------------------|-----------|---------------------------------|-----------|
| Revenue. | | Expenditure. | |
| Rs. c. | | Rs. c. | |
| Taxes .. | 772 23 | Interest and sinking fund .. | 220 0 |
| Licenses .. | 446 50 | Establishment .. | 87 96 |
| Miscellaneous .. | 19 95 | Office contingencies .. | 46 13 |
| | | Revenue services .. | 137 15 |
| | | Sanitation .. | 257 0 |
| | | Miscellaneous .. | 79 56 |
| | 1,238 68 | | 827 80 |
| Balance on December 31, 1918 .. | 1,706 83½ | Balance on December 31, 1919 .. | 2,117 71½ |
| Total .. | 2,945 51½ | Total .. | 2,945 51½ |

| LUNUGALA. | | | |
|---------------------------------|----------|---------------------------------|----------|
| Revenue. | | Expenditure. | |
| Rs. c. | | Rs. c. | |
| Taxes .. | 968 71 | Establishment .. | 60 60 |
| Licenses .. | 245 60 | Office contingencies .. | 40 79 |
| Miscellaneous .. | 3 40 | Revenue services .. | 112 72 |
| | | Sanitation .. | 340 64 |
| | | Public works .. | 635 70 |
| | | Miscellaneous .. | 71 61 |
| | 1,217 71 | | 1,262 6 |
| Balance on December 31, 1918 .. | 503 12 | Balance on December 31, 1919 .. | 458 77 |
| Total .. | 1,720 83 | Total .. | 1,720 83 |

| HALDUMMULL. | | | |
|---------------------------------|----------|---------------------------------|----------|
| Revenue. | | Expenditure. | |
| Rs. c. | | Rs. c. | |
| Taxes .. | 524 58 | Establishment .. | 60 60 |
| Licenses .. | 266 50 | Office contingencies .. | 31 13 |
| Miscellaneous .. | 24 20 | Revenue services .. | 45 10 |
| | | Sanitation .. | 352 50 |
| | | New construction .. | 917 73 |
| | | Miscellaneous .. | 61 10 |
| | 815 28 | | 1,468 16 |
| Balance on December 31, 1918 .. | 653 17 | Balance on December 31, 1919 .. | 0 29 |
| Total .. | 1,468 45 | Total .. | 1,468 45 |

| WELIMADA. | | | |
|---------------------------------|----------|---------------------------------|----------|
| Revenue. | | Expenditure. | |
| Rs. c. | | Rs. c. | |
| Taxes .. | 385 40 | Office contingencies .. | 31 12 |
| Licenses .. | 258 30 | Revenue services .. | 62 60 |
| Miscellaneous .. | 2 0 | Sanitation .. | 178 71 |
| | | New construction .. | 722 27 |
| | | Miscellaneous .. | 21 51 |
| | 645 70 | | 1,016 21 |
| Balance on December 31, 1918 .. | 1,080 92 | Balance on December 31, 1919 .. | 710 41 |
| Total .. | 1,726 62 | Total .. | 1,726 62 |

Statement of the Arrears of Sanitary Rate and Water-rate on December 31, 1919.

| Name of Town. | Sanitary rate due for 1919. | Balance on December 31, 1919. | Water-rate due for 1919. | Balance on December 31, 1919. |
|----------------|-----------------------------|-------------------------------|--------------------------|-------------------------------|
| | Rs. c. | Rs. c. | Rs. c. | Rs. c. |
| Haputale .. | 1,136 52 | 276 3 | — | — |
| Passara .. | 526 96 | 128 64 | 790 60 | 193 0 |
| Koslanda .. | 373 64 | 94 97 | 93 80 | 24 24 |
| Lunugala .. | 380 48 | 88 85 | 64 44 | 15 52 |
| Haldummulla .. | 202 0 | 102 0 | — | — |
| Welimada .. | 174 48 | 62 80 | — | — |

Badulla Kachcheri,
March 19, 1920.W. L. KINDERSLEY,
Government Agent.

Local Board, Ratnapura.

RESOLUTION passed at a meeting of the Local Board held on March 11, 1920:—

Resolved that in future the monthly meetings of the Local Board be held at the Kachcheri on the second Thursday in the month, at 9 A.M.

G. F. R. BROWNING,
Chairman.

ROAD COMMITTEE NOTICES.

Talatuoya-Kirimetiya Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate interested in the above road for the private contribution of Rs. 1,400 on the estimate of maintenance amounting to Rs. 1,600 for the year ending September 30, 1920, as follows:—

1st section, 1 mile.

Total acreage, 1,943—Cost, Rs. 373·33—Sectional rate, ·1921c.—Total rate, ·1921c.

| Proprietors or Agents. | Estates. | Acreage. | Amount due. |
|--------------------------------|-----------------|----------|-------------|
| | | | Rs. c. |
| A. Govindasampillai .. | Narankanduwa .. | 50 .. | 9 60 |
| Ramalingampillai .. | do. .. | 44 .. | 8 45 |
| A. P. S. T. Sellambampillai .. | do. .. | 43 .. | 8 26 |
| A. Salumburum Kangany .. | do. .. | 21 .. | 4 3 |

1st to 4th section, 3½ miles.

Total acreage, 1,785—Cost, Rs. 1,026·67—Sectional rate, ·5751c.—Total rate, ·7672c.

| | | | |
|---------------------|--------------------------|--------|---------|
| G. K. Deaker .. | Kirimettiya .. | 693 .. | 531 74 |
| E. Blood Smyth .. | Old Meddagama .. | 248 .. | 190 30 |
| A. M. G. Trotler .. | Bellwood and Mōragala .. | 751 .. | 576 26 |
| Andeappen .. | Agallawatta .. | 93 .. | 71 36 |
| | | | 1,400 0 |

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to A. M. G. Trotler, Esq. (Chairman, Local Committee), Bellwood estate, Galaha, on or before March 31, 1920.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, March 16, 1920. Chairman.

Pupuressa Branch Road.

(Between Delpitiya and Pupuressa.)
(Flood damages.)

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 a slight diversion of the above road at culvert No. 35 on the 19th mile and for re-building culvert No. 67 near 19½ milepost, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of ·0924c. per acre. Total acreage, 11,088½.

(Estimate No. 146 of 1919-20.)

Government moiety .. Rs. 1,000
Private contributions .. Rs. 1,025

| Proprietors or Agents. | Estates. | Acreage. | Amount. Rs. c. | Proprietors or Agents. | Estates. | Acres. | Rate. | Assessments. Rs. c. |
|--|--------------------|----------|-------------------|--|-----------------------|--------|-----------|------------------------|
| S. R. M. P. L. P. Pala- niappa Chetty (K.R. A. R. Arunasalem Chetty) | Godamadittiyawatta | 50 | 4 62 | Messrs. N. D. P. Silva & Company | Silvaland | 506 | do. | 122 48 |
| T. P. L. P. R. Soma- sundaram | Angamone | 150 | 13 87 | The Consolidated Tea & Lands Co., Ltd. | Galboda | 742 | 13.91 | 164 94 |
| A. A. J. G. Yapamudi- yanselagey Punchi Banda | Melbourne | 80 | 7 40 | Do. | Hapugastenna Group | 3,393 | do. | 754 28 |
| H. J. G. Marley | Ascot | 150 | 13 87 | Do. | Alupolla Group | 2,496 | do. | 554 88 |
| S. R. M. P. L. P. Pala- niappa Chetty (K.R. A. R. Arunasalem Chetty) | Mount Havana | 190 | 17 57 | M. G. Gomez | Dikmukalana | 200 | 1/4 prop. | 32 65 |
| D. S. de Simon | Zion Hill | 59 | 5 45 | Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo | Agar's Land | 469 | do. | 76 59 |
| A. R. L. S. V. N. Supra- maniam Chetty and L. V. N. Sevun- gan Chettiar | Grovehill | 77 | 7 12 | | | 8,517 | 21.76 | 1,853 83 |
| Central Province Tea Estate Co. (H. J. G. Marley) | Castlemilk | 437 | 40 40 | Section B. | | | | |
| S. R. M. P. L. P. Pala- niappa Chetty (K.R. A. R. Arunasalem Chetty) | Wariyagoda | 70 | 6 48 | Messrs. N. D. P. Silva & Company | Silvaland | 506 | 61.81 | 312 78 |
| H. J. G. Marley | Pussatenna | 429 | 39 66 | The Consolidated Tea & Lands Co., Ltd. | Galboda | 742 | do. | 458 67 |
| W. D. Ranasingha | Antanidena | 75 | 6 94 | Do. | Hapugastenna Group | 3,393 | do. | 2,097 40 |
| T. N. Christie (A. Stott) | Moolgama | 382 1/2 | 35 36 | Do. | Alupolla Group | 2,496 | do. | 1,542 92 |
| Kaluhamy Arachchi | Pannanwalayawatta | 40 | 3 69 | M. G. Gomez | Dikmukalana | 200 | 1/4 prop. | 90 60 |
| W. J. Soysa | Kalawelgolla | 24 | 2 21 | Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo | Agar's Land | 469 | do. | 213 5 |
| Do. | Berakarayadeniya | 24 | 2 21 | | | 7,806 | 60.40 | 4,715 42 |
| Do. | Kalugamuwa | 24 | 2 21 | Section C. | | | | |
| Do. | Sammimalley | 44 | 4 6 | The Consolidated Tea & Lands Co., Ltd. | Galboda | 742 | 30.24 | 224 43 |
| Do. | Maligamalle | 64 | 5 92 | Do. | Hapugastenna Group | 3,393 | do. | 1,026 15 |
| S. G. Fernando | Sydney Hill | 150 | 13 87 | Do. | Alupolla Group | 2,496 | do. | 754 88 |
| Ceylon Proprietary Estates Co. (H. M. Picken) | Beaumont Group | 1,216 | 112 40 | M. G. Gomez | Dikmukalana | 200 | 1/4 prop. | 44 25 |
| Anglo-Ceylon and General Estates Co., Ltd. (J. G. Forsyth) | Stellenberg | 589 | 54 45 | Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo | Agar's Land | 469 | do. | 103 75 |
| J. Northmore (J. G. Forsyth) | Whyddon | 314 | 29 3 | | | 7,300 | 29.50 | 2,153 46 |
| H. Rogers, Sons & Co. (W. Evelyn Crick) | Delta | 1,782 | 164 72 | Section D. | | | | |
| Rajawella Produce Company (A. P. Sandbach) | Le Vallon Group | 2,396 | 221 47 | The Consolidated Tea & Lands Co., Ltd. | Hapugastenna Group | 3,393 | 23.83 | 808 78 |
| Mrs. David Smith (H. Wilkinson Kay) | New Forest | 429 | 39 66 | Do. | Alupolla Group | 2,496 | do. | 594 97 |
| E. D. Padwick (E. A. Clive) | Yarrow Group | 478 | 44 19 | M. G. Gomez | Dikmukalana | 200 | 1/4 prop. | 34 75 |
| Lipton, Limited (G. L. H. Dondney) | Pooprassie Group | 1,365 | 126 17 | Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo | Agar's Land | 469 | do. | 81 50 |
| | | | 1025 0 | | | 6,558 | 23.18 | 1,520 0 |
| | | | | Section E. | | | | |
| | | | | The Consolidated Tea & Lands Co., Ltd. | Hapugastenna Group | 3,393 | 1.48 | 5,026 69 |
| | | | | Do. | Alupolla Group | 2,496 | do. | 3,698 19 |
| | | | | M. G. Gomez | Dikmukalana | 200 | 1/4 prop. | 216 9 |
| | | | | Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo | Agar's Land | 469 | do. | 506 73 |
| | | | | | | 6,558 | 1.44 | 9,447 70 |
| | | | | Section F. | | | | |
| | | | | The Consolidated Tea & Lands Co., Ltd. | Alupolla Group | 2,496 | 1.93 | 4,828 63 |
| | | | | M. G. Gomez | Dikmukalana | 200 | 1/4 prop. | 271 95 |
| | | | | Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo | Agar's Land | 469 | do. | 637 74 |
| | | | | | | 3,165 | 1.81 | 5,738 32 |

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before March 31, 1920.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, March 16, 1920. Chairman.

Malwala Ferry-Wewelwatta Factory Estate Cart Road.
NOTICE is hereby given that the Local Committee having estimated the expenditure incurred in the maintenance of the above road from October 1, 1918, to September 30, 1919, at Rs. 25,428.73, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 24 of the Estate Roads Ordinance, No. 12 of 1902, on February 28, 1920, confirmed the assessment made by the Local Committee.

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Local Committee, Mr. George Fellowes, Hapugastenna Group, Ratnapura, if the same have not been already paid.

MALWALA FERRY-WEWELWATTA FACTORY ESTATE CART ROAD.
Section A.

| Proprietors or Agents. | Estates. | Acres. | Rate. | Assessments. Rs. c. |
|--------------------------------------|-----------|--------|-------|------------------------|
| Lansdowne Rubber Company, Limited | Lansdowne | 711 | 22.23 | 158 5 |

| Abstract. | | | |
|--------------------|-----------|-------------|-----------|
| | Rs. c. | | Rs. c. |
| Lansdowne | 158 5 | Dikmukalana | 690 29 |
| Silvaland | 425 26 | Agar's Land | 1,619 36 |
| Galboda | 848 4 | | |
| Hapugastenna Group | 9,713 28 | | 25,428 73 |
| Alupolla Group | 11,974 45 | | |

Provincial Road Committee's Office, M. K. T. SANDYS,
Ratnapura, March 10, 1920. for Chairman.

Kadugannawa-Paranapattiya Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, April 10, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government contribution .. Rs. 1,000
Private contributions .. Rs. 2,307

1st section, 1 mile.

| Proprietors or Agents. | Estates. | Acreage. |
|------------------------|----------------|----------|
| J. S. de Silva .. | Bellongalla .. | 407 |

1st and 2nd sections, 2 miles.

| | | |
|----------------------|---------------|-----|
| N. D. J. de Silva .. | St. Helens .. | 125 |
| Edwin C. de Silva .. | Nuga Ella .. | 81 |

1st to 3rd section, 3 miles.

| | | |
|-------------------------|---------------|-----|
| Mrs. V. Venkataswami .. | Mercantile .. | 114 |
| D. C. de Silva .. | Sardikka .. | 84 |
| M. B. Panabokka .. | Medrup .. | 109 |

1st to 4th section, 4 miles.

| | | |
|----------------------|-----------------|-------|
| E. H. de Silva .. | Paranapattia .. | 22 |
| Winby & Co., Ltd. .. | Winby .. | 1,003 |

1st to 6th section, 5½ miles.

| | | |
|---------------------|----------------|-------|
| S. C. Trail .. | Alpitakanda .. | 480 |
| O. B. Wijesekera .. | Gadadessa .. | 510 |
| R. Foster .. | Gona Adika .. | 1,059 |

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

Provincial Road Committee's Office,
Kandy, March 17, 1920.

C. S. VAUGHAN,
Chairman.

European Member, District Road Committee, Colombo.

THE Provincial Road Committee, Western Province, hereby notifies that Mr. A. H. Jones of Farnham estate, Puwakpitiya, has been appointed European Member of the District Road Committee of Colombo for the unexpired term of the years 1920 and 1921, in place of Mr. C. S. Jones, who has left the Island.

Provincial Road Committee,
Colombo, March 22, 1920.

W. R. JANSZ,
Secretary.

Talatuoya-Kirimetiya Estate Cart Road.

NOTICE is hereby given that, in terms of "the Estate Roads Ordinance, No. 12 of 1902," the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the above road for the term ending February 1, 1922:—

Messrs. A. M. G. Trotter (Chairman), G. K. Deaker, and F. Blood Smyth.

Provincial Road Committee's Office,
Kandy, March 22, 1920.

C. S. VAUGHAN,
Chairman.

Deniyaya-Hayes Road.

I HEREBY give notice that a Meeting of the Local Committee will be held at Panilkande Factory, at 10 A.M. on April 18, 1920, to determine the assessment of the estates concerned, and at the same time and place the Committee will take evidence if necessary and receive and consider objections and suggestions.

Deniyaya, March 18, 1920.

EDW. C. ANDERSON,
Chairman.

TRADE MARKS NOTICES.

Application No. 1,708.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of R. J. Reynolds, Tobacco Company (a Corporation organized and existing under the laws of the State of New Jersey), Winston-Salem, State of North Carolina, United States of America, Tobacco Manufacturers, who claim to be the proprietors thereof, in respect of smoking tobacco and cigarettes in Class 45 in the Classification of Goods in the above-mentioned Rules:—

CAMEL

Registrar-General's Office,
Colombo, March 24, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

Application No. 1,677.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following

Trade Mark in the name of F. M. Hoyt Shoe Company, Manchester, County of Hillsboro, State of New Hampshire, United States of America, Manufacturers, who claim to be the proprietors thereof, in respect of boots and shoes in Class 38 in the Classification of Goods in the above-mentioned Rules:—



Registrar-General's Office,
Colombo, March 24, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

(Continued from page 584.)

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

HIS Excellency the Officer Administering the Government has been pleased under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Major P. M. Murray to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance during the absence from the Island of Mr. E. R. Cave Browne, or until further orders.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, March 23, 1920.

B. HORSBURGH,
Acting Colonial Secretary.

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

Excise Notification No. 108.

IT is hereby notified that the Officer Administering the Government in Executive Council has been pleased to declare that the following rules made by him in Executive Council, in exercise of the powers vested in him by section 31 (1) of "The Excise Ordinance, No. 8 of 1912," shall be in force from the date hereof.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, March 26, 1920.

B. HORSBURGH,
Acting Colonial Secretary

SCHEDULE.

Rules for the Conduct of Voting by Ballot for or against the Existence of Places licensed for the Sale of Beer and Porter by Retail.

1. In these rules—

- (i.) The expression "area" means an area defined by a Government Agent or an Assistant Government Agent.
- (ii.) The expression "tax-paying inhabitants" means persons residing within an area who during the previous twelve months—
 - (a) Have been liable to perform labour upon the thoroughfares in this Colony as residents within such area;
 - (b) Have been certified to the local authority of such area as *bona fide* efficient soldiers of the Defence Force under section 26 (5) of Ordinance No. 8 of 1910.

NOTE.—The names of tax-paying inhabitants who have died in the interval between the preparation of the lists of such inhabitants and the recording of votes shall not be taken into consideration when determining the proportion of votes recorded to the number of road tax-paying inhabitants on the lists.

2. If it be shown to the Government Agent or Assistant Government Agent and his Advisory Committee that 75 per cent. of the tax-paying inhabitants of an area served by one or more places licensed for the sale of beer and porter by retail are opposed to the existence of the place or places so licensed within such area, such licensed place or places shall be abolished with effect from the commencement of the licensing period in respect of which the ballot is held.

Voters shall have the power to vote only for or against the total abolition of places licensed for the sale of beer and porter by retail, whichever they so desire, but they shall not have the power to vote for a reduction in the number of places licensed for the sale of beer and porter by retail in any area.

3. Information as regards the boundaries or definitions of areas can be obtained from Kachcheries.

4. Objections to the existence of the place or places licensed for the sale of beer and porter by retail in any particular area will be accepted by the Government Agent or Assistant Government Agent on or before May 31, 1920, in respect of the 1921-22 licensing period; and on or before May 31 of each succeeding year in respect of each succeeding licensing period.

Provided that the Government Agent or Assistant Government Agent shall not make any arrangements to record votes, unless it be shown to his satisfaction that the

number of persons raising any such objection represents not less than 25 per cent. of the tax-paying inhabitants in that area.

Provided further, that such objection shall be made in writing, and that unless the person objecting to the existence of a place or places licensed for the sale of beer and porter by retail adds against his name the number of his last road tax receipt or the number of his last certificate of performance of labour, or in the case of a person exempted for military service, his rank, regimental number, and the unit to which he belongs, he will not be counted towards the 25 per cent. necessary to secure the ballot.

5. Where a Government Agent or Assistant Government Agent is satisfied that objections have been received on or before the due date as specified in rule 4 above from 25 per cent. of the tax-paying inhabitants of any area against the existence of the place or places licensed for the sale of beer and porter by retail within such area, the Government Agent or Assistant Government Agent shall fix a date, time, and place at which votes will be recorded for the purpose of ascertaining whether 75 per cent. of such tax-paying inhabitants are opposed to the existence of such place or places licensed for the sale of beer and porter by retail, and shall give not less than twenty days' notice thereof. Provided that the place at which votes shall be recorded shall be within the said area, if such an arrangement is practicable or convenient.

6. Such notice shall be given by publication in one or more local newspapers, by fixing copies of the notice at the Kachcheri, the local Police Court, and the Village Tribunal within the jurisdiction of which the said area is situated, and at prominent places within the said area, and by beat of tom-tom, or such other method as the Government Agent or Assistant Government Agent shall direct. The notice shall state the names of the villages comprised in the said area.

7. It shall be the duty of all division officers of the villages forming the said area to allow voters and any person or persons interested in the ballot to inspect the returns prepared by such division officers under sections 4 and 9 of the Ordinance No. 31 of 1884, and to take copies thereof.

8. The recording officer in charge of the ballot shall be the Government Agent or Assistant Government Agent or some person deputed by him in writing, who shall preside at the ballot, and have power to decide all questions arising in connection with the ballot.

9. An agent accredited by the voters in the said area may be present during the progress of the ballot.

10. No person shall be entitled to vote unless he either—

- (a) Produces at the time of voting a receipt for road tax paid by him within the twelve months preceding the ballot as a resident within the area served by the tavern or taverns proposed to be abolished; or
- (b) Has been certified during the said twelve months to the local authority as having performed the labour due by him under the Thoroughfares Ordinances, and produces such certificate at the time of voting; or
- (c) Has been certified during the said twelve months to the local authority as a *bona fide* efficient soldier of the Defence Force under section 26 (5) of Ordinance No. 8 of 1910, and produces such certificate at the time of voting.

11. The votes shall be counted as soon as possible after the close of the ballot, and the result declared immediately after it has been ascertained.

12. Only ballot papers in the form annexed hereto and issued by the recording officer shall be used in recording votes. Each ballot paper shall have a number printed on the back, and shall have a counterfoil with the same number printed on the face.

13. At the time of voting the ballot paper shall be marked on both sides with an official seal and delivered to the voter within the polling station, and a number corresponding to the number of the voter on the list of tax-paying inhabitants shall be marked on the counterfoil. A mark shall be placed in the list of tax-paying inhabitants against the number of the voter to denote that he has received a ballot paper, but so that it shall not indicate which particular ballot paper he received.

The voter shall record his vote by marking a cross X on the right-hand side of the ballot paper opposite the words "Abolition of existing places licensed for the sale of Beer and Porter by retail" or "Retention of existing places licensed for the sale of Beer and Porter by retail," as he may decide, and in no other way. He shall then fold it so as to conceal his vote, and place it in a closed box in the presence of the presiding officer, after having shown him the official mark. The presiding officer, on the application of any voter who states that he is unable to read, shall cause the vote of such voter to be marked on a ballot paper in manner directed by such voter, but he shall take such steps as will secure that no one but himself and the voter knows how such ballot paper was marked.

Ballot papers which do not comply with this rule shall not be considered in recording the votes.

14. No votes shall be recorded by proxy. All votes shall be given by the voters personally.

15. The Government Agent or Assistant Government Agent shall make all necessary arrangements for the ballot.

Form of Ballot Paper referred to in Rule 12 above.

BALLOT PAPER.

Each Voter is entitled to One Vote.
 කැමැත්ත දෙන්නාට කැමැත්ත දීමට මෙය
 නිකුත් කළේය.

ஒவ்வொரு வாட்டாளரும் ஒவ்வொரு வாட்டப்
 பென் கொடுக்கக்கூடும்.

BALLOT PAPER.

Counterfoil.

No. —

Number of the
 Voter on the
 List of Road
 Tax Payers:

| 1 | 2 |
|---|--------------------------------|
| Action which Voter favours. කැමැත්තාදන්නා සතුටු කවුණු ක. වැටුප්පැයීම් නැවැත්වීම. | Mark. ලකුණ. අක- யாம். |

Abolition of existing places
 licensed for the sale of Beer and
 Porter by retail
 දැනට පවත්නා බීර සහ පෝටර්
 බෙදා විකුණන සාපේක්ෂ ව්‍යාපාර ..
 නැවැත්වීම.

Retention of existing places
 licensed for the sale of Beer and
 Porter by retail
 දැනට පවත්නා බීර සහ පෝටර්
 බෙදා විකුණන සාපේක්ෂ ව්‍යාපාර ..
 තවම පවත්වා ගැනීම.

N.B.—Put a mark thus X opposite the
 action which you favour in column 2 above.
 Do not make any other mark or write any-
 thing else.

කැමැත්ත දෙන්නා සතුටු කවුණු ක. ඉදිරිපත්
 දෙවෙලි කොටුවේ X යන ලකුණ දමන්න. වෙන
 කිසිවක් ලකුණක් නොකරනු නොහොත් පමණක්
 නොලියන්න.
 අනෙකුත් කිසිවක් ලකුණක් නොකරනු නොහොත් පමණක්
 නොලියන්න.

On the reverse.

BALLOT PAPER.

No. —

Local option as regards places licensed for
 the sale of Beer and Porter by retail for
 the area of —.

October 1, —, to September 30, —.

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

Excise Notification No. 109.

IT is hereby notified that the Officer Administering the Government in Executive Council has been pleased to declare that the following rules made by him in Executive Council, in exercise of the powers vested in him by section 31 (1) of "The Excise Ordinance, No. 8 of 1912," shall be in force from the date hereof.

By His Excellency's command,
 B. HORSBURGH,
 Acting Colonial Secretary.

Colonial Secretary's Office,
 Colombo, March 26, 1920.

SCHEDULE.

Rules for the Conduct of Voting by Ballot for or against the Existence of Arrack Taverns.

- 1. In these rules—
- (i.) The expression "area" means an area defined by a Government Agent or an Assistant Government Agent.
- (ii.) The expression "tax-paying inhabitants" means persons residing within an area who during the previous twelve months—
- (a) Have been liable to perform labour upon the thoroughfares in this Colony as residents within such area;
- (b) Have been certified to the local authority of such area as *bona fide* efficient soldiers of the Defence Force under section 26 (5) of Ordinance No. 8 of 1910.

NOTE.—The names of tax-paying inhabitants who have died in the interval between the preparation of the lists of such inhabitants and the recording of votes shall not be taken into consideration when determining the proportion of votes recorded to the number of road tax-paying inhabitants on the lists.

2. If it be shown to the Government Agent or Assistant Government Agent and his Advisory Committee that 75 per cent. of the tax-paying inhabitants of an area served by one or more arrack taverns are opposed to the existence of the arrack tavern or taverns within such area, such arrack tavern or taverns shall be abolished with effect from the commencement of the rent period in respect of which the ballot is held.

Voters shall have the power to vote only for or against the total abolition of arrack taverns, whichever they so desire, but they shall not have the power to vote for a reduction in the number of arrack taverns in any area.

3. Information as regards the boundaries or definitions of areas can be obtained from Kachcheries.

4. Objections to the existence of the arrack tavern or taverns in any particular area will be accepted by the Government Agent or Assistant Government Agent on or before July 31, 1920, in respect of the 1921-22 rent period; and on or before July 31 of each succeeding year in respect of each succeeding rent period.

Provided that the Government Agent or Assistant Government Agent shall not make any arrangements to record votes, unless it be shown to his satisfaction that the number of persons raising any such objection represents not less than 25 per cent. of the tax-paying inhabitants in that area.

Provided further, that such objection shall be made in writing, and that unless the person objecting to the existence of an arrack tavern or taverns adds against his name the number of his last road tax receipt, or the number of his last certificate of performance of labour, or in the case of a person exempted for military service, his rank, regimental number, and the unit to which he belongs, he will not be counted towards the 25 per cent. necessary to secure the ballot.

5. Where a Government Agent or Assistant Government Agent is satisfied that objections have been received on or before the due date as specified in rule 4 above from 25 per cent. of the tax-paying inhabitants of any area against the existence of the arrack tavern or taverns within such area, the Government Agent or Assistant Government Agent shall fix a date, time, and place at which votes will be recorded for the purpose of ascertaining whether 75 per cent. of such tax-paying inhabitants are opposed to the existence of such tavern or taverns, and shall give not less than twenty days' notice thereof. Provided that the place at which votes shall be recorded shall be within the said area, if such an arrangement is practicable or convenient.

6. Such notice shall be given by publication in one or more local newspapers, by fixing copies of the notice at the Kachcheri, the local Police Court, and the Village Tribunal within the jurisdiction of which the said area is situated, and at prominent places within the said area, and by beat of tom-tom, or such other method as the Government Agent or Assistant Government Agent shall direct. The notice shall state the names of the villages comprised in the said area.

7. It shall be the duty of all division officers of the villages forming the said area to allow voters and any person or persons interested in the ballot to inspect the returns prepared by such division officers under sections 4 and 9 of the Ordinance No. 31 of 1884, and to take copies thereof.

8. The recording officer in charge of the ballot shall be the Government Agent or Assistant Government Agent or some person deputed by him in writing, who shall preside at the ballot, and have power to decide all questions arising in connection with the ballot.

9. An agent accredited by the voters in the said area may be present during the progress of the ballot.

10. No person shall be entitled to vote unless he either—

- (a) Produces at the time of voting a receipt for road tax paid by him within the twelve months preceding the ballot as a resident within the area served by the tavern or taverns proposed to be abolished; or
- (b) Has been certified during the said twelve months to the local authority as having performed the labour due by him under the Thoroughfares Ordinances, and produces such certificate at the time of voting; or
- (c) Has been certified during the said twelve months to the local authority as a *bona fide* efficient soldier of the Defence Force under section 26 (5) of Ordinance No. 8 of 1910, and produces such certificate at the time of voting.

11. The votes shall be counted as soon as possible after the close of the ballot, and the result declared immediately after it has been ascertained.

12. Only ballot papers in the form annexed hereto and issued by the recording officer shall be used in recording votes. Each ballot paper shall have a number printed on

the back, and shall have a counterfoil with the same number printed on the face.

13. At the time of voting the ballot paper shall be marked on both sides with an official seal and delivered to the voter within the polling station, and a number corresponding to the number of the voter on the list of tax-paying inhabitants shall be marked on the counterfoil. A mark shall be placed in the list of tax-paying inhabitants against the number of the voter to denote that he has received a ballot paper, but so that it shall not indicate which particular ballot paper he received.

The voter shall record his vote by marking a cross × on the right-hand side of the ballot paper opposite the words "Abolition of existing arrack taverns" or "Retention of existing arrack taverns," as he may decide, and in no other way. He shall then fold it so as to conceal his vote, and place it in a closed box in the presence of the presiding officer, after having shown him the official mark. The presiding officer, on the application of any voter who states that he is unable to read, shall cause the vote of such voter to be marked on a ballot paper in manner directed by such voter, but he shall take such steps as will secure that no one but himself and the voter knows how such ballot paper was marked.

Ballot papers which do not comply with this rule shall not be considered in recording the votes.

14. No votes shall be recorded by proxy. All votes shall be given by the voters personally.

15. The Government Agent or Assistant Government Agent shall make all necessary arrangements for the ballot.

16. These rules shall not in any way apply to any arrack tavern which in the opinion of the Government Agent or Assistant Government Agent mainly serves a population of Indian coolies.

Form of Ballot Paper referred to in Rule 12 above.

BALLOT PAPER.

Each Voter is entitled to One Vote.

கூலியர் ஒருவரும் ஒருவருக்கு ஒரு வாக்கு மட்டும் கொடுக்கக்கூடும்.

BALLOT PAPER.

Counterfoil.

No. ———

Number of the Voter on the List of Road Tax Payers :

| 1 | 2 |
|---|------------|
| Action which Voter favours. | Mark. |
| கூலியர் ஒருவரும் ஒருவருக்கு ஒரு வாக்கு மட்டும் கொடுக்கக்கூடும். | அடை யாளம். |

| | |
|---|--|
| Abolition of existing Arrack Taverns கூலியர் ஒருவரும் ஒருவருக்கு ஒரு வாக்கு மட்டும் கொடுக்கக்கூடும். | |
|---|--|

| | |
|---|--|
| Retention of existing Arrack Taverns கூலியர் ஒருவரும் ஒருவருக்கு ஒரு வாக்கு மட்டும் கொடுக்கக்கூடும். | |
|---|--|

N.B.—Put a mark thus × opposite the action which you favour in column 2 above. Do not make any other mark or write anything else.

கூலியர் ஒருவரும் ஒருவருக்கு ஒரு வாக்கு மட்டும் கொடுக்கக்கூடும். வேறு எந்தவித குறியீடுகளும் செய்யக்கூடாது.

உள் விருப்பம்தவரே அதின் நேரே 2 ம் கோட்டில் × இம்மாதிரி அடையாளம் போடுக. வேறொரு அடையாளம் போடவும் அல்லது வேறொன்றும் எழுதவும் தேவையில்லை.

On the reverse.
BALLOT PAPER.

No. ———
Local option as regards Arrack Taverns for the area of ———
October 1, ———, to September 30, ———.

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

HIS Excellency the Officer Administering the Government has been pleased to nominate Mr. T. G. Salmon (nominated by the Ceylon Planters' Association) to be a Member of the Excise Advisory Committee for the Kegalla Revenue District Area (outside Local Board Area), *vice* Mr. A. J. Mackessack.

Colonial Secretary's Office,
Colombo, March 12, 1920.

By His Excellency's command,
B. HORSBURGH,
Acting Colonial Secretary.

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

HIS Excellency the Officer Administering the Government has been pleased under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Mr. C. C. Du Pre Moore to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance during the absence from the Island of Mr. E. G. Beilby, or until further orders.

Colonial Secretary's Office,
Colombo, March 23, 1920.

By His Excellency's command,
B. HORSBURGH,
Acting Colonial Secretary.

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

Excise Notification No. 110.

IT is hereby notified that the Officer Administering the Government in Executive Council has been pleased to declare that the following rules made by him in Executive Council, in exercise of the powers vested in him by section 31 (1) of "The Excise Ordinance, No. 8 of 1912," shall be in force from the date hereof.

Colonial Secretary's Office,
Colombo, March 26, 1920.

By His Excellency's command,
B. HORSBURGH,
Acting Colonial Secretary.

SCHEDULE.

Rules for the Conduct of Voting by Ballot for or against the Existence of Toddy Taverns.

1. In these rules—

- (i.) The expression "area" means an area defined by a Government Agent or an Assistant Government Agent.
- (ii.) The expression "tax-paying inhabitants" means persons residing within an area who during the previous twelve months—
 - (a) Have been liable to perform labour upon the thoroughfares in this Colony as residents within such area;
 - (b) Have been certified to the local authority of such area as *bona fide* efficient soldiers of the Defence Force under section 26 (5) of Ordinance No. 8 of 1910.

NOTE.—The names of tax-paying inhabitants who have died in the interval between the preparation of the lists of such inhabitants and the recording of votes shall not be taken into consideration when determining the proportion of votes recorded to the number of road tax-paying inhabitants on the lists.

2. If it be shown to the Government Agent or Assistant Government Agent and his Advisory Committee that 75 per cent. of the tax-paying inhabitants of an area served by one or more toddy taverns are opposed to the existence of the toddy tavern or taverns within such area, such toddy tavern or taverns shall be abolished, with effect from the commencement of the rent period in respect of which the ballot is held.

Voters shall have the power to vote only for or against the total abolition of toddy taverns, whichever they so desire, but they shall not have the power to vote for a reduction in the number of toddy taverns in any area.

3. Information as regards the boundaries or definitions of areas can be obtained from Kachcheries.

4. Objections to the existence of the toddy tavern or taverns in any particular area will be accepted by the Government Agent or Assistant Government Agent on or before July 31, 1920, in respect of the 1921-22 rent period; and on or before July 31 of each succeeding year in respect of each succeeding rent period.

Provided that the Government Agent or Assistant Government Agent shall not make any arrangements to record votes, unless it be shown to his satisfaction that the number of persons raising any such objection represents not

less than 25 per cent. of the tax-paying inhabitants in that area.

Provided further, that such objection shall be made in writing, and that unless the person objecting to the existence of a toddy tavern or taverns adds against his name the number of his last road tax receipt, or the number of his last certificate of performance of labour, or in the case of a person exempted for military service, his rank, regimental number, and the unit to which he belongs, he will not be counted towards the 25 per cent. necessary to secure the ballot.

5. Where a Government Agent or Assistant Government Agent is satisfied that objections have been received on or before the due date as specified in rule 4 above from 25 per cent. of the tax-paying inhabitants of any area against the existence of the toddy tavern or taverns within such area, the Government Agent or Assistant Government Agent shall fix a date, time, and place at which votes will be recorded for the purpose of ascertaining whether 75 per cent. of such tax-paying inhabitants are opposed to the existence of such tavern or taverns, and shall give not less than twenty days' notice thereof. Provided that the place at which votes shall be recorded shall be within the said area, if such an arrangement is practicable or convenient.

6. Such notice shall be given by publication in one or more local newspapers, by fixing copies of the notice at the Kachcheri, the local Police Court, and the Village Tribunal within the jurisdiction of which the said area is situated and at prominent places within the said area, and by beat of tom-tom, or such other method as the Government Agent or Assistant Government Agent shall direct. The notice shall state the names of the villages comprised in the said area.

7. It shall be the duty of all division officers of the villages forming the said area to allow voters and any person or persons interested in the ballot to inspect the returns prepared by such division officers under sections 4 and 9 of the Ordinance No. 31 of 1884, and to take copies thereof.

8. The recording officer in charge of the ballot shall be the Government Agent or Assistant Government Agent or some person deputed by him in writing, who shall preside at the ballot, and have power to decide all questions arising in connection with the ballot.

9. An agent accredited by the voters in the said area may be present during the progress of the ballot.

10. No person shall be entitled to vote unless he either—
- (a) Produces at the time of voting a receipt for road tax paid by him within the twelve months preceding the ballot as a resident within the area served by the tavern or taverns proposed to be abolished; or
 - (b) Has been certified during the said twelve months to the local authority as having performed the labour due by him under the Thoroughfares Ordinances and produces such certificate at the time of voting; or
 - (c) Has been certified during the said twelve months to the local authority as a *bona fide* efficient soldier of the Defence Force under section 26 (5) of Ordinance No. 8 of 1910, and produces such certificate at the time of voting.

11. The votes shall be counted as soon as possible after the close of the ballot, and the result declared immediately after it has been ascertained.

12. Only ballot papers in the form annexed hereto and issued by the recording officer shall be used in recording votes. Each ballot paper shall have a number printed on the back, and shall have a counterfoil with the same number printed on the face.

13. At the time of voting the ballot paper shall be marked on both sides with an official seal and delivered to the voter within the polling station, and a number corresponding to the number of the voter on the list of tax-paying inhabitants shall be marked on the counterfoil. A mark shall be placed in the list of tax-paying inhabitants against the number of the voter to denote that he has received a ballot paper, but so that it shall not indicate which particular ballot paper he received.

The voter shall record his vote by marking a cross X on the right-hand side of the ballot paper opposite the words "Abolition of existing toddy taverns" or "Retention of existing toddy taverns," as he may decide, and in no other way. He shall then fold it so as to conceal his vote, and place it in a closed box in the presence of the presiding officer, after having shown him the official mark. The presiding officer, on the application of any voter who states that he is unable to read, shall cause the vote of such voter to be marked on a ballot paper in manner directed by such voter, but he shall take such steps as will secure that no one but himself and the voter knows how such ballot paper was marked.

Ballot papers which do not comply with this rule shall not be considered in recording the votes.

14. No votes shall be recorded by proxy. All votes shall be given by the voters personally.

15. The Government Agent or Assistant Government Agent shall make all necessary arrangements for the ballot.

16. These rules shall not in any way apply to any toddy tavern which in the opinion of the Government Agent or Assistant Government Agent mainly serves a population of Indian coolies.

Form of Ballot Paper referred to in Rule 12 above.

BALLOT PAPER.

Each Voter is entitled to One Vote.

කැමැත්ත දෙන්නාට කැමැත්ත දීමට ඔහුට
කිසිවක් වැඩි නොවේ.

ඉවතොල වොට්ස් පාලනය ඉවතොල වොට්ස් පාලනය
මග් පොලීසියට දීමට.

| | 1 | 2 |
|---|--|-----------------------------------|
| Action which Voter favours. | කැමැත්ත දෙන්නා සතුටු කවියුත්ත. | Mark. ලකුණ. අකුණ. වැරදි. |
| Abolition of existing Toddy Taverns දැනට පවත්නා ර තැබිරුම් වොට්ස් පාලනය ඉවතොල වොට්ස් පාලනය මග් පොලීසියට දීමට. | දැනට පවත්නා ර තැබිරුම් වොට්ස් පාලනය ඉවතොල වොට්ස් පාලනය මග් පොලීසියට දීමට. | |
| Retention of existing Toddy Taverns දැනට පවත්නා ර තැබිරුම් වොට්ස් පාලනය ඉවතොල වොට්ස් පාලනය මග් පොලීසියට දීමට. | දැනට පවත්නා ර තැබිරුම් වොට්ස් පාලනය ඉවතොල වොට්ස් පාලනය මග් පොලීසියට දීමට. | |

BALLOT PAPER.

Counterfoil.

No. —.

Number of the Voter on the List of Road Tax Payers :

N.B.—Put a mark thus X opposite the action which you favour in column 2 above. Do not make any other mark or write anything else.

කැමැත්ත දෙන්නා සතුටු කවියුත්ත ඉදිරිපත්
දෙන්නාට කැමැත්ත දීමට X යන ලකුණ දීමට. වෙන
කිසිම ලකුණක් නොකරනු නොහොත් යමක්
නොලියනු.

දැනට පවත්නා ර තැබිරුම් වොට්ස් පාලනය
ඉවතොල වොට්ස් පාලනය මග් පොලීසියට දීමට.
අනෙකුත් කැමැත්ත දෙන්නාට දීමට නොහැකි වීමට.

On the reverse.

BALLOT PAPER.

No. —.

Local option as regards Toddy Taverns for the area of —.

October 1, —, to September 30, —.

“THE EXCISE ORDINANCE, No. 8 OF 1912.”

Excise Notification No. 111.

IT is hereby notified that the Officer Administering the Government in Executive Council has been pleased to declare that the following rules made by him in Executive Council, in exercise of the powers vested in him by section 31 (1) of “The Excise Ordinance, No. 8 of 1912,” shall be in force from the date hereof.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, March 26, 1920.

SCHEDULE.

Rules for the Conduct of Voting by Ballot for or against the Existence of Foreign Liquor Taverns.

1. In these rules—
- (i.) The expression “area” means an area defined by a Government Agent or an Assistant Government Agent.
- (ii.) The expression “tax-paying inhabitants” means persons residing within an area who during the previous twelve months—
- (a) Have been liable to perform labour upon the thoroughfares in this Colony as residents within such area;
- (b) Have been certified to the local authority of such area as *bona fide* efficient soldiers of the Defence Force under section 26 (5) of Ordinance No. 8 of 1910.

NOTE.—The names of tax-paying inhabitants who have died in the interval between the preparation of the lists of such inhabitants and the recording of votes shall not be taken into consideration when determining the proportion of votes recorded to the number of road tax-paying inhabitants on the lists.

2. If it be shown to the Government Agent or Assistant Government Agent and his Advisory Committee that 75 per cent. of the tax-paying inhabitants of an area served by one or more foreign liquor taverns are opposed to the existence of the foreign liquor tavern or taverns within such area, such foreign liquor tavern or taverns shall be abolished with effect from the commencement of the licensing period in respect of which the ballot is held.

Voters shall have the power to vote only for or against the total abolition of foreign liquor taverns, whichever they so desire, but they shall not have the power to vote for a reduction in the number of foreign liquor taverns in any area.

3. Information as regards the boundaries or definitions of areas can be obtained from Kachcheries.

4. Objections to the existence of the foreign liquor tavern or taverns in any particular area will be accepted by the Government Agent or Assistant Government Agent on or before May 31, 1920, in respect of the 1921-22 licensing period; and on or before May 31 of each succeeding year in respect of each succeeding licensing period.

Provided that the Government Agent or Assistant Government Agent shall not make any arrangements to record votes, unless it be shown to his satisfaction that the number of persons raising any such objection represents not less than 25 per cent. of the tax-paying inhabitants in that area.

Provided further, that such objection shall be made in writing, and that unless the person objecting to the existence of a foreign liquor tavern or taverns adds against his name the number of his last road tax receipt, or the number of his last certificate of performance of labour, or in the case of a person exempted for military service, his rank, regimental number, and the unit to which he belongs, he will not be counted towards the 25 per cent. necessary to secure the ballot.

5. Where a Government Agent or Assistant Government Agent is satisfied that objections have been received on or before the due date as specified in rule 4 above from 25 per cent. of the tax-paying inhabitants of any area against the existence of the foreign liquor tavern or taverns within such area, the Government Agent or Assistant Government Agent shall fix a date, time, and place at which votes will be recorded for the purpose of ascertaining whether 75 per cent. of such tax-paying inhabitants are opposed to the existence of such tavern or taverns, and shall give not less than twenty days' notice thereof. Provided that the place at which votes shall be recorded shall be within the said area, if such an arrangement is practicable or convenient.

6. Such notice shall be given by publication in one or more local newspapers, by fixing copies of the notice at the Kachcheri, the local Police Court, and the Village Tribunal within the jurisdiction of which the said area is situated, and at prominent places within the said area, and by beat of tom-tom, or such other method as the Government Agent or Assistant Government Agent shall direct. The notice shall state the names of the villages comprised in the said area.

7. It shall be the duty of all division officers of the villages forming the said area to allow voters and any person or persons interested in the ballot to inspect the returns prepared by such division officers under sections 4 and 9 of the Ordinance No. 31 of 1884, and to take copies thereof.

8. The recording officer in charge of the ballot shall be the Government Agent or Assistant Government Agent or some person deputed by him in writing, who shall preside at the ballot, and have power to decide all questions arising in connection with the ballot.

9. An agent accredited by the voters in the said area may be present during the progress of the ballot.

10. No person shall be entitled to vote unless he either—

- (a) Produces at the time of voting a receipt for road tax paid by him within the twelve months preceding the ballot as a resident within the area served by the tavern or taverns proposed to be abolished; or
- (b) Has been certified during the said twelve months to the local authority as having performed the labour due by him under the Thoroughfares Ordinances and produces such certificate at the time of voting; or
- (c) Has been certified during the said twelve months to the local authority as a *bona fide* efficient soldier of the Defence Force under section 26 (5) of Ordinance No. 8 of 1910, and produces such certificate at the time of voting.

11. The votes shall be counted as soon as possible after the close of the ballot, and the result declared immediately after it has been ascertained.

12. Only ballot papers in the form annexed hereto and issued by the recording officer shall be used in recording votes. Each ballot paper shall have a number printed on the back, and shall have a counterfoil with the same number printed on the face.

13. At the time of voting the ballot paper shall be marked on both sides with an official seal and delivered to the voter within the polling station, and a number corresponding to the number of the voter on the list of tax-paying inhabitants shall be marked on the counterfoil. A mark shall be placed in the list of tax-paying inhabitants against the number of the voter to denote that he has received a ballot paper, but so that it shall not indicate which particular ballot paper he received.

The voter shall record his vote by marking a cross X on the right-hand side of the ballot paper opposite the words "Abolition of existing foreign liquor taverns" or "Retention of existing foreign liquor taverns," as he may decide, and in no other way. He shall then fold it so as to conceal his vote, and place it in a closed box in the presence of the presiding officer, after having shown him the official mark. The presiding officer, on the application of any voter who states that he is unable to read, shall cause the vote of such voter to be marked on a ballot paper in manner directed by such voter, but he shall take such steps as will secure that no one but himself and the voter knows how such ballot paper was marked.

Ballot papers which do not comply with this rule shall not be considered in recording the votes.

14. No votes shall be recorded by proxy. All votes shall be given by the voters personally.

15. The Government Agent or Assistant Government Agent shall make all necessary arrangements for the ballot

Form of Ballot Paper referred to in Rule 12 above.

BALLOT PAPER.

Each Voter is entitled to One Vote.

BALLOT PAPER කැමැත්ත දෙන්නාට කැමැත්ත දීමට බලය තිබෙන්නේ එකරවමි.
 ஒவ்வொரு வாட்டகாரரும் ஒவ்வொரு வேட்டம்மட்டி ம் கொடுக்கக்கூடும்.

| Counterfoil. | | 1 | 2 |
|--|--|--|--------------------------|
| No. ——— | | Action which Voter favours. කැමැත්ත දෙන්නා සතුටු කවුණක. වෝට්කාරයින් ව්‍යුහපමණය. | Mark. ලකුණ. අடை யாளය. |
| Number of the Voter on the List of Road Tax Payers : | | Abolition of existing Foreign Liquor Taverns. දකට පවත්නා පිරවට බීම සාප්පු විසා දැමීම தற்போது இருக்கும் பிறதேசக் குடிவகைத் தவறண்கள் நீக்குதல். | |
| | | Retention of existing Foreign Liquor Taverns. දකට පවත්නා පිරවට බීම සාප්පු තිබෙනැතිම தற்போது இருக்கும் பிறதேசக் குடிவகைத் தவறண்கள் வைத்திருந்தல். | |

N.B.—Put a mark thus X opposite the action which you favour in column 2 above. Do not make any other mark or write anything else.

කැමැත්ත දෙන්නා සතුටු කවුණක දුදිරිගේ දෙවෙනි කොටුවේ X යන ලකුණ දමන්න. එහි කුඩිම ලකුණක් කොහෙරු කොහොත් යමක් කොටියො.

உன் விருப்பமதுவோ அதின் கோர 2 ம் கோட்டில் X இம்மாதிரி அடையாளம்போடுக. வேறொரு அடையாளம் போட்டவும் அல்லது வேறொன்றும் எழுதவும் தேவையில்லை

On the reverse.
BALLOT PAPER.

No. ———
 Local option as regards Foreign Liquor Taverns for the area of ———
 October 1, ———, to September 30, ———.