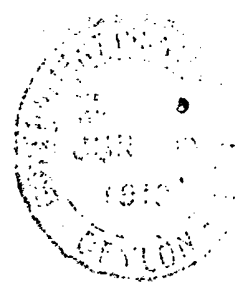
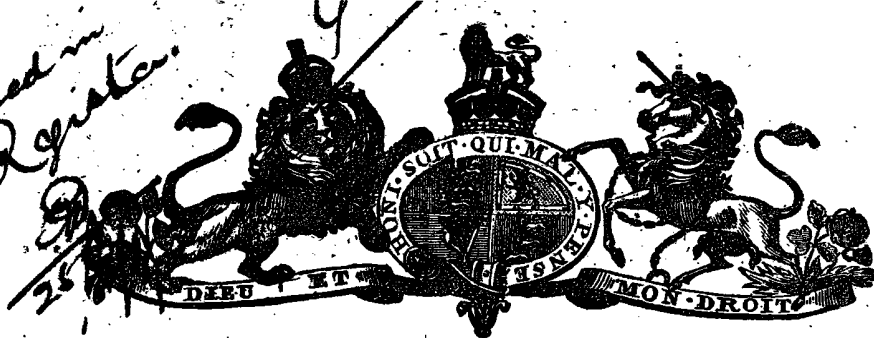


*Entered in
Adm. Register
25/6/19*



Ceylon Government Gazette

Published by Authority.

No. 7,022 — FRIDAY, JUNE 20, 1919.

Part I.—General.

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

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PROCLAMATIONS BY THE GOVERNOR.

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 WILLIAM HENRY MANNING, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof.

W. H. MANNING.

WHEREAS by section 28 of “The Courts Ordinance, 1889,” it is amongst other things enacted that Criminal Sessions of the Supreme Court shall be holden by one of the Judges thereof, or by a Commissioner of Assize duly appointed under the provisions of the said Ordinance, for each of the Circuits into which the Island is divided, for the hearing, trying, and determining all prosecutions which shall be commenced against any person for or in respect of any crime or offence or alleged crime or offence—

For the Western Circuit, four times at least in each year in Colombo, and such other places in such Circuit as the Governor, after previous consultation with the Judges, shall appoint; such Sessions commencing at Colombo on January 10, March 20, July 10, and October 10 in each year:

And whereas it appears to Us expedient to order that a Criminal Sessions of the Supreme Court shall be holden on the day hereinafter mentioned at Kalutara, a place included within the said Circuit:

Now, therefore, know Ye, that We, the Governor, for sufficient reasons appearing, and after previous consultation with the Judges of the Supreme Court, do order and appoint that a Criminal Sessions of the Supreme Court shall be holden at Kalutara, in the said Western Circuit, on or about Wednesday, August 13, 1919.

Given at Colombo, in the said Island of Ceylon, this Seventeenth day of June, in the year of our Lord One thousand Nine hundred and Nineteen.

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

GOD SAVE THE KING.

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

PROCLAMATION.

By His Excellency Sir WILLIAM HENRY MANNING, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof.

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WHEREAS by section 28 of "The Courts Ordinance, 1889," it is amongst other things enacted that Criminal Sessions of the Supreme Court shall be holden by one of the Judges thereof, or by a Commissioner of Assize duly appointed under the provisions of the said Ordinance, for each of the Circuits into which the Island is divided, for the hearing, trying, and determining all prosecutions which shall be commenced against any person for or in respect of any crime or offence or alleged crime or offence—

For the Western Circuit, four times at least in each year in Colombo, and such other places in such Circuit as the Governor, after previous consultation with the Judges, shall appoint; such Sessions commencing at Colombo on January 10, March 20, July 10, and October 10 in each year:

And whereas it appears to Us expedient to order that a Criminal Sessions of the Supreme Court shall be holden on the day hereinafter mentioned at Negombo, a place included within the said Circuit:

Now, therefore, know Ye that We, the Governor, for sufficient reasons appearing, and after previous consultation with the Judges of the Supreme Court, do order and appoint that a Criminal Sessions of the Supreme Court shall be holden at Negombo, in the said Western Circuit, on or about Monday, September 15, 1919.

Given at Colombo, in the said Island of Ceylon, this Seventeenth day of June, in the year of our Lord One thousand Nine hundred and Nineteen.

By His Excellency's command,

GOD SAVE THE KING.

A. S. PAGDEN,
Acting Colonial Secretary.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 152 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments:—

Mr. L. W. C. SCHRADER to act as Government Agent and Fiscal, Province of Uva; Superintendent of the Prison at Badulla; Additional District Judge and Additional Police Magistrate for the judicial division of Badulla-Haldummulla; Local Authority under the Petroleum Ordinance for the Province of Uva; and Member of the Board of Health for the Province of Uva, with effect from June 19, 1919, until further orders.

Mr. D. C. DE SILVA to act as Extra Office Assistant to the Government Agent, North-Western Province, from June 19 to July 24, 1919, or until further orders.

Mr. M. T. AKBAR to act as Additional District Judge, Colombo, *vice* Mr. W. WADSWORTH, on June 20, 1919, or until the resumption of duties by that officer.

Mr. F. J. SOERTSZ to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Galle, from June 16, 1919, until further orders.

Mr. J. VANDENBERG to act as District Judge, Commissioner of Requests, and Police Magistrate, Ratnapura, *vice* Mr. F. D. PERIES, from June 15 to 17, 1919, or until the resumption of duties by that officer.

Mr. S. F. NAGAPPER to act as Additional District Judge, Batticaloa, from June 19 to 21, 1919, inclusive.

Mr. F. MARKUS to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, *vice* Mr. T. H. E. MOONEMALLE, from June 21 to 23, 1919, or until the resumption of duties by that officer.

Mr. E. G. AUWARDT to act as Additional Police Magistrate, Tangalla, on June 18, 1919.

Mr. G. M. CRABBE to be a Justice of the Peace and Unofficial Police Magistrate for the District of Ratnapura, *vice* Mr. G. W. GREENSHIELDS, resigned.

Mr. G. M. CRABBE to be a Visitor of the Rakwana Hospital, *vice* Mr. G. W. GREENSHIELDS, resigned.

Mr. J. FERGUSSON to be a Member of the Provincial Road Committee, Western Province, *vice* Mr. R. GARNIER, resigned.

Mr. R. G. WIJEYAKOON to be an Inquirer for the divisions of Matale South and East, *vice* Mr. W. A. RATWATTE, resigned.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 19, 1919. Acting Colonial Secretary.

No. 153 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotions in the Ceylon Garrison Artillery:—

To be Honorary Colonel.

Lieutenant-Colonel EDWIN JAMES HAYWARD, V.D.

To be Temporary Lieutenant-Colonel while Second in Command of the Ceylon Garrison Artillery.

Major ERNEST HENLEY JOSEPH.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 19, 1919. Acting Colonial Secretary.

No. 154 of 1919.

IT is notified for information that Honorary Lieutenant JAMES EDWARD ROGERS's resignation of his Commission in the Ceylon Cadet Battalion has been accepted by HIS EXCELLENCY THE GOVERNOR.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 16, 1919. Acting Colonial Secretary.

No. 155 of 1919.

IT is hereby notified that Senor DON LUIS RUBIO AMOEDO has been appointed Spanish Consul at Bombay, with jurisdiction in India and in the British Colonies in Asia.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 19, 1919. Acting Colonial Secretary.

No. 156 of 1919.

IT is hereby notified that Mr. J. L. TANCOCK, who has returned to the Island, resumes duties as Justice of the Peace and Unofficial Police Magistrate for the District of Nuwara Eliya-Hatton, relieving Mr. POPHAM, who was acting for him.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 14, 1919. Acting Colonial Secretary.

No. 157 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned persons to be Assessors for the town of Anuradhapura for the year 1919, under the provisions of section 5 of Ordinance No. 7 of 1866:—

Mr. S. N. SITAMPALAM.
Mr. N. W. THAMBYAH.
Mr. M. M. KATU BAWA.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 16, 1919. Acting Colonial Secretary.

No. 158 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. GEORGE HERBERT GRATIAEN, of No. 135, Hulftsdorp street, Colombo, to be a Notary

Public at Colombo and throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 16, 1919. Acting Colonial Secretary.

No. 159 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. KANDIAHPILLAI CHIDHAMBARA NATHAN, of Satyagraha, 37, Hulftsdorp, Colombo, to be a Notary Public at Colombo and throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 16, 1919. Acting Colonial Secretary.

No. 160 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. ALBERT ERNEST PERERA, of "Warriston," Temple road, Maradana, to be a Notary Public at Colombo and throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 16, 1919. Acting Colonial Secretary.

No. 161 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. LIONEL OSCAR KURUPPU GOONETILLEKE, of Kalutara, to be a Notary Public at Kalutara and throughout the judicial division of Kalutara, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 17, 1919. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments:—

ALFRED WILLIAM ROSA to be Additional Registrar of Lands for the Colombo District, holding office at Negombo, for three months from July 1, 1919, *vice* N. P. NIMALASURIYA, transferred, or until further orders.

AMPALAVANAR KATHIRITAMBY KANDIAH to be Additional Deputy Medical Registrar of Births and Deaths of Kurunegala town division, in the Kurunegala District of the North-Western Province, with effect from June 24, 1919, *vice* K. D. H. PERERA, deceased. His office will be at the Civil Hospital, Kurunegala.

INDURANPITIYE KANKANAMALAYE DINGIRIHAM to act as Registrar of Births and Deaths of Madola division, and of Marriages (Kandyan and General) of Meda korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three months, with effect from June 12, 1919, *vice* Registrar, K. L. CHANDANAHAMI, on leave. His office will be at the permanent Registrar's Office in Opanake.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, June 16, 1919. Acting Colonial Secretary.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. E. NELSON JAN to act as Registrar of Births and Deaths of Moratuwa town division, in the Colombo District of the Western Province, for three days from June 12, 1919, during the absence of the Registrar, Mr. J. B. PRINS, on leave. His office will be at the Civil Hospital, Moratuwa.

The Assistant Provincial Registrar, Kandy, has appointed RATNAYAKA MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births, Deaths, and of Marriages (General) of Uda Hewaheta No. 3 division, in the Kandy District of the Central Province, for eight days from June 10, 1919, during the absence of the Registrar, J. M. D. BANDA, on leave. His office will be at Galgodakelepatana in Daraya.

The Assistant Provincial Registrar, Matale, has appointed HERAT MUDIYANSELEGEDERA TIKIRI BANDA to act as Registrar of Births and Deaths of Matale Pallesiya pattu No. 1 division, and of Marriages (General) of Matale East division, in the Matale District of the Central Province, for two days from June 10, 1919, during the absence of the

Registrar, W. M. APPUHAMY, on leave. His office will be at Andeniyewatta in Weragama; station: Galkandegederawatta in Pallegama.

The Assistant Provincial Registrar, Galle, has appointed HETTIACHCHI BAPTIST WICKRAMARATNA to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for two weeks from June 13, 1919, during the absence of the Registrar, J. A. WIJESINHA, on leave. His office will be at Welladdarawatta *alias* Mataragewatta in Hikkaduwa.

The Assistant Provincial Registrar, Matara, has appointed BODARAGAMAGE FRANCISU GUNASEKERA to act as Registrar of Births and Deaths of Dikwella division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for fourteen days from June 9, 1919, during the absence of the Registrar, C. D. WAKISTA, on leave. His office will be at Gudamewatta in Dikwella.

The Additional Assistant Provincial Registrar, Matara, has appointed DON HENDERICK SEPARAMADU PINDIYA to act as Registrar of Births and Deaths of Four Gravets, No. 2 division, and of Marriages (General) of Matara town and Gravets division, in the Matara District of the Southern Province, for ten days from June 9, 1919, during the absence of the Registrar, A. D. S. WIRASINHA, on leave. His offices will be at Gasyatawatta *alias* Gabadagewatta in Tudawa and Dissawagewatta in Weliveriya.

The Assistant Provincial Registrar, Jaffna District, has appointed JACOPPILLAI ANTONIPILLAI to act as Registrar of Births and Deaths of Mukamalai division, and of Marriages (General) of Pachchilapali division, in the Jaffna District of the Northern Province, for thirty days from June 14, 1919, during the absence of the Registrar, P. VASTIAMPILLAI, on leave. His office will be at Pattikaraivalavu in Kilali, station; Innasikkadu in Periyapalai.

The Assistant Provincial Registrar, Mannar, has appointed ANTONY MOTTAM SANTIOPUPARIKARI to act as Registrar of Births and Deaths of Nanaddan East Division No. 1, and of Marriages (General) of Nanaddan division, in the Mannar District of the Northern Province, for fifteen days from June 16, 1919, *vice* Registrar, E. T. ANTONY, deceased. His office will be at Registrarvalavu in Sirukandel.

The Assistant Provincial Registrar, Mannar, has appointed LAWRENCE DAMIAN LAMBERT to act as Registrar of Births and Deaths of Mannar Island No. 3 division, in the Mannar District of the Northern Province, for twenty-one days from June 20, 1919, during the absence of the Registrar, SANTIAGO BERNARD ALPHONSU, on leave. His office will be at Registrar Valavu in Talaimannar.

The Assistant Provincial Registrar, Kurunegala, has appointed PUNCHI BANDA RATNAYAKA to act as Registrar of Births and Deaths of Gandahe korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for seventeen days from May 30, 1919, during the absence of the Registrar, D. B. WELIKANDA, on sick leave. His office will be at the permanent Registrar's residence at Welikanda.

The Assistant Provincial Registrar, Kurunegala, has appointed HERAT MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Tiragandahe korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for two days from June 9, 1919, during the absence of the Registrar, L. B. HUNUKUMBURE, on leave. His office will be at the permanent Registrar's residence at Wanduragala.

The Assistant Provincial Registrar, Badulla, has appointed ADIKARI MUDIYANSELAGE MUTU BANDA to act as Registrar of Births and Deaths of Nikawetipalata division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for twenty-one days from June 10, 1919, during the absence of the Registrar, A. M. APPUHAMY, on leave. His office will be at Bandarawatta in Baduluwela.

The Assistant Provincial Registrar, Badulla, has appointed JOHN WILLIAM GOONEWARDANA to act as Registrar of Marriages (General) of Yatikinda division, in the Badulla District of the Province of Uva, for four days from June 11, 1919, during the absence of the Registrar, A. B. KARBALLEDDA. His office will be at the Kachcheri, Badulla.

The Assistant Provincial Registrar, Badulla, has appointed DISSANAYAKE MUDIYANSELAGE SUDU BANDA to act as Registrar of Births and Deaths of Udapalata division, and of Marriages (General) of Udukinda division, in the Badulla District of the Province of Uva, for seven days from June 11, 1919, during the absence of the Registrar, D. M. PUNCHI BANDA, on leave. His office will be at Pelliwinna.

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 June 9, 1919, during the absence of the Registrar, D. L. DHARMAWARDHANA, on leave. His office will be at the Land Registry, Ratnapura.

The Provincial Registrar, Ratnapura, has appointed MORAPITIYAGE PODIAPPUHAMY to act as Registrar of Births and Deaths of Ereporuwa division, and of Marriages (General) of Kolonna korale division, in the Ratnapura District of the Province of Sabaragamuwa, for two weeks from June 15, 1919, during the absence of the Registrar, K. A. GABRIEL APPUHAMY, on leave. His office will be at the permanent Registrar's Office in Ereporuwa.

The Assistant Provincial Registrar, Kegalla, has appointed EKANAYAKA MUDIYANSELAGE PUNCHI APPUHAMY to act as Registrar of Births and Deaths of Maha palata division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for five days from June 11, 1919, during the absence of the Registrar, P. A. RATNAYAKA, on leave. His office will be at Gamangodahenewatta in Talgaspitiya.

The Assistant Provincial Registrar, Kegalla, has appointed SWARAPOLA KUNDAT ACHCHILLAGE *alias* KITUPITIYERALLAGE MUDIYANSE to act as Registrar of Births and Deaths of Kumbalgam palata division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for four days from June 16, 1919, during the absence of the Registrar, W. M. MUDIYANSE, on leave. His office will be at Hitinawatta in Paranagama.

Registrar-General's Office,
Colombo, June 17, 1919.

W. L. KINDERSLEY,
Registrar-General.

IT is hereby notified that WEERAKON MUDIYANSELAGE APPUHAMY, Registrar of Births and Deaths of Kandapalla korale division, and of Marriages (Kandy and General) of Wellawaya division, in the Badulla District of the Province of Uva, will, with effect from June 10, 1919, hold his office at Sembuwatta in Nikapotha, instead of at Alawatta in Welegama, as notified in the *Government Gazette* No. 6,548 of February 14, 1913.

Registrar-General's Office,
Colombo, June 16, 1919.

W. L. KINDERSLEY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

“THE HOLIDAYS ORDINANCE, 1886.”

IT is hereby notified that His Excellency the Governor has been pleased, in terms of section 9 of Ordinance No. 4 of 1886, to appoint Monday, June 30, 1919, to be a special Bank Holiday, instead of Tuesday, July 1, 1919.

Colonial Secretary's Office,
Colombo, June 16, 1919.

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

Regulations made by the Governor under the provisions of the Order in Council of Her late Majesty Queen Victoria dated October 23, 1896, as amended by the Order in Council of His Majesty dated March 21, 1916, and of all other Powers him enabling.

THE following shall be inserted as regulations 1 (1) (d) and 1 (1) (e) in "The Defence of the Colony Regulations, 1919" :—

(1) (d) Mr. S. E. Hancox shall be Deputy Food Controller for the Chalmers Granaries and Colombo Customs premises, as from and after June 20, 1919, and as such may exercise all the powers of the Food Controller under these regulations, subject, however, to the direction of the Food Controller.

(1) (e) Mr. C. Suntheram, Chief Appraiser, Colombo Customs, shall be, in addition to his own duties, Assistant Deputy Food Controller for the Chalmers Granaries and Colombo Customs premises, as from and after June 20, 1919, and as such may exercise all the powers of the Food Controller under these regulations, subject, however, to the direction of the Food Controller.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 20, 1919.

A. S. PAGDEN,
Acting Colonial Secretary.

THE following regulations made by the Governor are published for general information.

Colonial Secretary's Office,
Colombo, June 20, 1919.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

Regulations made by the Governor under the provisions of the Order of Her Majesty in Council dated October 26, 1896, as amended by the Order of His Majesty in Council dated March 21, 1916, and of all other Powers him enabling.

1. From and after the commencement of these regulations it is forbidden to remove or transport, by any means, paddy or rice from the Eastern Province, except under permit to be issued by the Government Agent of that Province, or by the Assistant Government Agent, Trincomalee, as the case may be, according to the locality from which removal or transport is desired.

2. Any person who contravenes the provisions of the last preceding regulation shall be guilty of an offence, and shall be liable on summary conviction to imprisonment of either description for any term not exceeding six months, or to a fine not exceeding Rs. 1,500, or to both.

3. These regulations shall commence and come into operation on June 20, 1919.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of May, 1919 :—

1.—Note Account.

	Rs.	c.		Rs.	c.
Total Stock on May 31, 1919	118,456,912	0	In vault on May 31, 1919	80,402,390	0
Add Notes received in May, 1919	200,000	0	In circulation on May 31, 1919	37,374,537	0
	118,656,912	0			
Deduct Notes destroyed in May, 1919	880,000	0			
Less Value of two presumed forged currency notes erroneously included in the above	15	0			
	879,985	0			
	117,776,927	0		117,776,927	0

2.—Coin Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation	37,374,537	0	Investments	19,310,995	9
			Coin in vault	10,213,205	24
			Coin in England	7,850,336	67
	37,374,537	0		37,374,537	0

3.—Average amount of Notes in circulation during the month 37,370,402 0
Average amount of Coin in vault and in England during the month 18,059,407 0

4.—Investment Account.

	Face Value.			Face Value.		Face Value.		Cost Price.		Market Value		
	£.	s.	d.	£.	s.	Rs.	c.	Rs.	c.	Rs.	c.	
War Loan, 5 per cent.	7,669	11	8	—	—	—	—	—	—	—	—	
Colonial Securities	539,481	17	7	—	—	—	—	8,130,650	0	4,994,502	2	
Local Loans	18,000	0	0	—	—	—	—	—	—	—	—	
India 3½ per cent. Stock	—	—	—	96,000	14	7	—	1,290,186	0	790,770	42	
Indian 5 per cent. War Loan	—	—	—	—	—	—	8,801,180	0	9,890,159	9	8,339,118	5
Total	565,151	9	3	96,000	14	7	8,801,180	0	19,310,995	9	14,124,390	49

5.—Depreciation Fund.

	Face Value.		Face Value.		Face Value.		Cost Price.		Market Value.	
	£.	s. d.	£.	s. d.	Rs.	c.	Rs.	c.	Rs.	c.
War Loan, 5 per cent. ..	29,577	3 10	—	—	—	—	4,013,139	61	2,993,408	43
Exchequer Bonds, 5 per cent. ..	21,600	0 0	—	—	—					
National War Bonds, 5 per cent. ..	130,200	0 0	—	—	—					
Colonial Securities ..	96,591	4 0	—	—	—					
Indian 5 per cent. War Loan	—	—	—	—	546,520	0	716,296	97	517,827	70
Total ..	277,968	7 10	—	—	546,520	0	4,729,436	58	3,511,236	13
Total of Nos. 4 and 5 ..	843,119	17 1	96,000	14 7	9,347,700	0	24,040,431	67	17,635,626	62

Currency Office,
Colombo, June 7, 1919.

A. S. PAGDEN, Acting Colonial Secretary,
B. HORSBURGH, Acting Controller of Revenue,
BERNARD SENIOR, Colonial Treasurer, } Commissioners
of Currency.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of provisions to the jail named in the schedule hereunder for the period commencing from October 1, 1919, or earlier date, and terminating on September 30, 1922.

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 the supply of provisions to the Jaffna Jail" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on July 15, 1919.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Inspector-General of Prisons, Colombo, or to the Superintendent of the Prison, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A cash deposit according to the schedule hereunder will be required to be made either at the Treasury or at any Kachcheri, and a receipt produced for the same before any form of tender is issued. No deposits for tender forms will be accepted by the Prison Department. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing 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 completion of the contract.

7. If required, samples must be deposited.

8. The successful tenderer will be required to furnish cash security according to the schedule hereunder, and to sign the bond given in the tender for the due fulfilment of the contract. The amount deposited for tender forms will form part of the security.

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

10. Contracts may not be assigned, sublet, or otherwise transferred without the previous written authority of the Tender Board.

11. 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.

12. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender or the whole of it for one, two, or three years.

13. Any further information can be obtained on application to the Inspector-General of Prisons, Colombo, or to the Superintendent of the jail concerned.

A. DE WILTON, Major,
Colombo, June 11, 1919. Inspector-General of Prisons.

Schedule referred to.

Name of Jail.	Nature of Provisions to be supplied.	Amount of	
		Tender Deposit.	Amount of Security.
		Rs.	Rs.
Jaffna	Raw provisions	200	1,000

TENDERS are hereby invited for the under-mentioned supplies of firewood to the Railway Department from the Anuradhapura Division. The work is to commence not later than August 1, 1919, and to be completed by August 31, 1920. Details of the work and areas to be exploited are given in the schedule below.

2. A separate tender should be submitted for each service in the schedule.

3. 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.

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

5. Tenders should be marked "Tender for Railway Firewood, Anuradhapura Division, 1919-20," for service A, B, C, D, E, or F, as the case may be, 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, July 8, 1919.

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

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

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

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

10. Further, the contractor shall not employ any person whose name is in 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.

11. 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.

12. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond, and all other necessary information, can be obtained upon application at the office referred to in section 6. A further security in cash of 5 per cent. of the value of contract will be required of the contractor when entering into the bond.

13. Tenderers should read and note a draft contract in respect of each service, which is available in the Forest Office, Anuradhapura, before they obtain tender forms.

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

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

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

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

18. Each piece of wood to be 3 feet in length and of 2 inches minimum diameter. Billets over 9 inches diameter should be split. All wood over 12 inches girth to be billeted into 3 feet lengths by handsaw or crosscut saw only.

19. All felling and splitting of logs to be completed by June 30, 1920.

20. All firewood immediately after conversion is to be transported and stacked at the respective delivery depôts, at the minimum rate of 1,000 cubic yards per month. This work to be completed by July 31, 1920.

21. For any further information application should be made to the Assistant Conservator of Forests, Anuradhapura Division, Anuradhapura.

SCHEDULE.

Mihintale Proposed Reserve.

Service A.—To fell, transport, and deliver stacked along the Northern Railway line (according to special conditions) 8,000 cubic yards of firewood more or less from an area 50 acres in extent, cut out from the forest called the Mihintale Proposed Reserve, in Nuwaragama korale, between the 50th and 51st mileposts to the north of the Anuradhapura-Trincomalee road. Distance of transport, about 3 miles.

Nuwaragama Proposed Reserve.

Service B.—To fell, transport, and deliver stacked at the Anuradhapura station yard (according to special conditions) 8,000 cubic yards of firewood more or less from an area 50 acres in extent, cut out from the forest called Nuwaragama Proposed Reserve, adjacent to the teak plantation and to the north of the Puttalam-Anuradhapura road. Distance of transport, about 4 miles.

Tambuttegama Proposed Reserve.

Service C.—To fell, transport, and deliver stacked on the Northern line near Tambuttegama station (according to special conditions) 8,000 cubic yards of firewood more or less from an area 50 acres in extent, adjoining the Eppawala road and close to the station. Distance of transport, about 1 mile.

Madawachchi Proposed Reserve.

Service D.—To fell, transport, and deliver stacked along the Northern line at Madawachchi (according to special conditions) 8,000 cubic yards of firewood more or less from an area 50 acres in extent, within the Madawachchi Proposed Reserve, adjoining and to the south of the main road to Mannar. Distance of transport, about 1 mile.

Maha Raimale Irrigable Area.

Service E.—To fell, transport, and deliver stacked along the Northern Railway line between the 122nd and 124th

mileposts 8,000 cubic yards of firewood more or less, to be cut from the Nachchaduwa irrigable area to the east of the Railway line. Distance of transport, 2 to 4 miles.

Konwewa Forest.

Service F.—To fell, transport, and deliver stacked on the north-western side of the Railway line at Tambuttegama station (according to special conditions) 8,000 cubic yards of firewood more or less from an area 50 acres in extent, adjoining the main road from Talawa to Tambuttegama. Distance of transport, about 2 miles.

Services A, B, C, D, and F.—Special Conditions.

The blocks enumerated in the schedule have all been demarcated and subdivided into five-acre strips.

2. Felling is not to be done in more than two strips simultaneously, and until the trees in any two strips being felled have been wholly converted into firewood, no felling in two further strips is to commence.

3. Excepting enumerated trees, all felled trees, together with every other fallen tree whatsoever, to be split and converted into firewood.

4. All grass, shrubs, undergrowth, and refuse remaining over in each strip after the fuel has been removed, is to be heaped together in continuous lines 3 chains in breadth and separated from adjoining reservations by properly cleared lines 1 chain in breadth. Refuse thus heaped to be burnt off by August 20, 1920.

The entire area must be in a complete state of fitness throughout for planting, and must contain no stumps of green growth of any nature by August 31, 1920.

J. D. SARGENT,

Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, June 13, 1919.

TENDERS are hereby invited for the removal of 49,739 cwt., more or less, of salt lying at the Maha Lewaya into Hambantota Stores, at 10,000 cwt. per mensem, without order carts.

2. All tenders should be in duplicate and sealed under separate covers. The original should be addressed to the Assistant Government Agent, Hambantota.

3. The duplicate of tender should be posted by tenderer to the Hon. the Controller of Revenue at the same time as he forwards the original to the Assistant Government Agent.

4. Tenders should be marked "Tenders for the removal of Salt" in the left hand top corner of the envelope, and should reach the Office of the Assistant Government Agent not later than midday on June 30, 1919.

5. The tenders are to be made upon forms which will be supplied upon application at the Hambantota Kacheheri, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 20 will be required to be made either at the Treasury Office, Tangalla, or any Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. 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 securities will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 500. All other information can be ascertained upon application to the office referred to in section 5.

9. The weighing of salt bags, loading, and unloading will be done at Government expense.

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

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

Hambantota Kacheheri,
June 12, 1919.

W. L. MURPHY,
Assistant Government Agent.

SALES OF UNSERVICEABLE ARTICLES, &c.

THE following unserviceable articles will be sold by public auction on Saturday, July 5, 1919, at 10·30 A.M., at the Court of Requests, Colombo, viz. :—

1 admirah
2 candlesticks, with shades
17 armchairs
1 coir matting

1 footstool
4 settees
3 tables

Court of Requests,
Colombo, June 17, 1919.

T. B. RUSSELL,
Commissioner.

be sold by public auction on Saturday, June 28, 1919, at 12 noon, at the Mahara Jail premises, viz. :—

12 sarong cloths
17 cloths
13 banians
6 belts
13 handkerchiefs
1 crooked comb
3 towels

4 coats
1 shawl
1 short trousers
2 German silver studs
1 German silver waist-chain
2 brass rings
1 horn comb

Mahara Prison,
June 13, 1919.

J. LAMBERT,
Superintendent.

NOTICE is hereby given that the following private property of deceased prisoners of Mahara Jail will

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended June 14, 1919.

Births.—The total births registered in the city of Colombo in the week were 83 (1 European, 8 Burghers, 44 Sinhalese, 10 Tamils, 15 Moors, 2 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1919, viz., 281,169) was 15·4, as against 22·6 in the preceding week, 13·6 in the corresponding week of last year, and 21·5 the weekly average for last year.

Deaths.—The total deaths registered were 208 (3 Europeans, 8 Burghers, 107 Sinhalese, 45 Tamils, 30 Moors, 10 Malays, and 5 Others). The death-rate per 1,000 per annum was 38·6, as against 35·2 in the previous week, 22·4 in the corresponding week of last year, and 26·7 the weekly average for last year.

Infantile Deaths.—Of the 208 total deaths, 30 were of infants under one year of age, as against 33 in the preceding week, 33 in the corresponding week of the previous year, and 30 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 1.

Principal Causes of Death.—Fifty-one deaths from *Pneumonia* were registered, 21 in Maradana (including 16 deaths of non-residents in hospitals), 10 in Kotahena, 6 in Wellawatta, 4 in Slave Island, 3 in Kollupitiya, 2 in Pettah, 2 in St. Paul's, 2 in New Bazaar, and 1 in San Sebastian, as against 41, 52, 29, and 24, respectively, for the four preceding weeks. The weekly average for last year was 27. Twenty-nine deaths from *Influenza* were registered, 6 in Kollupitiya, 5 in Kotahena, 5 in New Bazaar, 5 in Maradana (including 1 death of a non-resident in hospital), 3 in St. Paul's, 3 in Wellawatta, and 2 in San Sebastian, as against 41, 30, 22, and 21, respectively, for the four preceding weeks. Four deaths from *Bronchitis* were registered, 1 in Kotahena, 1 in Maradana, 1 in Slave Island, and 1 in Wellawatta, as against 2 in the preceding week.

2. Fifteen deaths from *Phthisis* were registered, 5 in Maradana (including 4 deaths of non-residents in hospitals), 3 in Kotahena, 3 in New Bazaar, 2 in Wellawatta, 1 in St. Paul's, and 1 in Slave Island, as against 13 in the preceding week and 13 the weekly average for last year.

3. Six deaths from *Enteric Fever* were registered, 3 in Maradana (non-residents in hospitals), 1 in Kotahena, 1 in Slave Island, and 1 in Kollupitiya, as against 4 in the previous week and 4 the weekly average for last year.

4. Twelve deaths were registered from *Debility*, 11 from *Infantile Convulsions*, 9 from *Worms*, 7 from *Enteritis*, 5 from *Diarrhoea*, 2 from *Dysentery*, and 57 from *Other Causes*.

5. Four cases of *Chickenpox* and 1 case of *Measles* were reported during the week, as against 6 and 1 respectively in the preceding week.

State of the Weather.—The mean temperature of air was 82·5°, against 83·0° in the preceding week and 81·8° in the corresponding week of the previous year. The mean atmospheric pressure was 29·892 in., against 29·799 in. in the preceding week and 29·862 in. in the corresponding week of the previous year. The total rainfall in the week was 0·70 in., against 0·02 in. in the preceding week and 1·13 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, June 17, 1919.

FRED. L. ANTHONISZ,
for Registrar-General.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Importation of Rice into the Ports of Ceylon during the Week ended June 14, 1919.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Calcutta	6,873
Do.	Rangoon	4,166
	Total	11,039

131 bags of rice were shipped during the week ended June 14, 1919.

H. M. Customs,
Colombo, June 17, 1919.

W. E. WATT,
for Principal Collector.

Rules for the Admission of Samples and Patterns brought into Ceylon by Commercial Travellers made under Section 16B (3) of Ordinance No. 5 of 1914.

1. *Bona fide* commercial travellers bringing samples and patterns into Ceylon for the purpose of obtaining orders, and not for sale, are required to produce before the Deputy Collector a complete list, in duplicate, of the samples, giving a full description sufficient for identification and assessment of duty, and to make a declaration in the prescribed inward form.

2. After such examination as the Deputy Collector considers necessary, the package, together with one copy of the invoices duly stamped by the Deputy Collector, will be delivered after deposit of the ascertained duty.

3. A refund of the duty will be made on the application of the traveller if the samples, &c., are re-exported within six months from the date of importation, unless that time is specially extended by the Principal Collector.

4. To obtain this refund the traveller is required to deposit the packages at the Baggage Office, to produce the stamped copy of the invoice, together with the receipt granted to him at the time the deposit was made, and to make before the Deputy Collector a declaration in the prescribed outward form.

5. If the officer appointed to examine the packages is satisfied as to the identity of the goods and that no articles have been sold, the full deposit will be refunded. In the event of any of the goods being sold, a drawback of $\frac{7}{8}$ ths of the duty only will be allowed.

6. Commercial travellers bringing in samples which are intended for sale are required to observe the following regulations:—

- (a) To produce before the Deputy Collector invoices in duplicate containing a full description of the articles in each package sufficient for identification and the assessment of duty.
- (b) To make a declaration before the Deputy Collector in the prescribed inward form.
- (c) To pay the full amount of duty or to give security for the payment thereof to the satisfaction of the Deputy Collector.

A receipt will be granted to each traveller to enable him to claim the drawback referred to in rule 8.

7. One copy of the invoices, duly stamped by the Deputy Collector will be returned to the traveller. The other copy will be retained by the Deputy Collector and attached to the inward declaration.

8. A drawback of $\frac{7}{8}$ ths of the duty will be allowed on all goods re-exported to a foreign port within six months from the date of importation, unless the period has been specially extended by the Principal Collector.

9. In order to obtain this drawback the traveller must produce at the Baggage Office the packages containing the goods on which the drawback is claimed, together with the copy of the invoices which was returned to him and the receipt for the payment of duty.

10. The Charges Officer will notify the deposit of the packages to the Deputy Collector, who will appoint a Customs Officer to examine the contents. The Customs Officer, if satisfied after comparison with the invoices that the goods on which the drawback is claimed are identical with the goods originally imported, will sign the certificate on form Customs 203 and obtain the Deputy Collector's order for the payment of the authorized drawback.

11. To avoid delay in the payment of drawback travellers should deposit the packages in the Baggage Office for examination before 12 noon, as no payment can be made after 2.30 P.M. (Saturdays 12.30 P.M.).

12. Packages on which a drawback is claimed shall after examination be deposited in the Baggage Office till they are ready for shipment. Packages for India by the Talaimannar route will be booked through in the Customs sealed van on payment of the usual charges, which can be ascertained at the Baggage Office.

13. In the case of diamonds and other precious stones which are imported for sale by commercial travellers special arrangements may be made for the security of duty by the deposit of selected stones sufficient to cover the ascertained duty.

H. M. Customs, R. N. THAINE,
Colombo, June 11, 1919. Acting Principal Collector.

Closing of a Bridge in Trincomalee District.

THE Salt Lake bridge on the North Coast road, in the Trincomalee District, will be closed to traffic from July 28 to August 17, 1919, both days inclusive.

Carts may pass up stream from the bridge where the lake is fordable.

Public Works Office, A. E. CALDICOTT,
Colombo, June 16, 1919. for Director of Public Works.

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

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

Province of Uva.—Badulla District: Baganilla estate, Demodera.

Province of Sabaragamuwa.—Balangoda district: Morahela estate, Balangoda; Kelañi Valley district: Densworth estate, Dehiowita.

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

Department of Agriculture, P. B. HERAT,
Peradeniya, June 10, 1919. for Director of Agriculture.

Anthrax.

WHEREAS anthrax has broken out in Keerapone, Udapalata division, of the Kandy District, Central Province, the recreation ground at Campola is used as a segregation camp, and it is hereby declared that the area comprising the said recreation ground is infected in terms of section 5, sub-sections (1) and (2) of Ordinance No. 25 of 1909.

This declaration is to take effect from to-day.

Kandy Kacheheri, W. J. L. ROGERSON,
June 13, 1919. for Government Agent.

Registration of Building for Solemnization of Marriages.

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

No.	Date of Registration.	Description.	Situation.	Minister or Proprietor or Trustee.	Religious Denomination on whose behalf the Building is registered.
340	June 12, 1919	Tamil (C. M. S.) Schoolroom	Hillside estate, Yatapana, Ganga Ihala korale, Udapalata No. 2 Division, Kandy District	Rev. S. M. Thomas, Minister	Tamil Cooly Mission section of the Church Missionary Society of the Church of England

Registrar-General's Office,
Colombo, June 12, 1919.

W. L. KINDERSLEY,
Registrar-General.

Rinderpest.

WHEREAS rinderpest has broken out at Hanwella Ihala, in Hewagam 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 Kelani-ganga, east by culvert between 19th and 20th mileposts on Colombo-Avissawella road, at the village boundary of Hanwella Ihala and Narangaha-ela, south by Deriyekumbura, Dankanawatta, and Lanciyamerunagodella, west by bridge at Polattewela.

This declaration is to take effect from this day.

The Kachcheri, W. R. JANSZ,
Colombo, June 17, 1919. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the land called Dambugahawatta and in a portion of land called Dombagahawatta, situated at Nagoda, in Alutkuru korale south 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 the land belonging to Juwan Naide, on the south by the dewata road, on the east by the portion of land of Dombagawatta, and on the west by the dewata road.

This declaration is to take effect from this date.

The Kachcheri, JAS. D. PHILLIPS,
Colombo, June 10, 1919. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the land called Ketakelagahawatta, in the village Narangoda paluwa, in Alutkuru korale south of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5 of sub-sections (1) and (2) of Ordinance No. 25 of 1909, viz. :—

The area is bounded on the north by the land called Delgahawatta, on the east by a field, on the south by the cart road, and on the west by land called Gonnagahawatta.

This declaration is to take effect from this date.

The Kachcheri, JAS. D. PHILLIPS,
Colombo, June 12, 1919. for Government Agent.

Rinderpest.

WHEREAS by proclamation dated May 21, 1919, published in the *Government Gazette* No. 7,014 of May 30, 1919, the premises bearing assessment No. 205, situated at Vine 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 June 2, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, June 10, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises known as Galaha Co., situated at Union place, Slave Island, 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 June 2, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, June 11, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 51, situated at Silversmith street, 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 June 9, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, June 11, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 77, situated at Messenger street, 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 June 12, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, June 13, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 10, situated at Jawatta, 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 June 11, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, June 13, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 55/63, situated at Kochchikade, 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 June 11, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, June 13, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 162, situated at Dematagoda, 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 June 14, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, June 17, 1919. Municipal Veterinary Surgeon.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the Sanitary Board town of Talawakele, in the Nuwara Eliya District, Central Province: I do hereby declare, in terms of the provisions of section 5 of Ordinance No. 25 of 1909, that the said town, the boundaries of which are given below, is an infected area.

This declaration shall take effect from June 11, 1919.

Boundaries.

In length along the road from Kotagala to Lindula between the 23rd and 24th mileposts, and in breadth 100 yards on each side of the said road within the said limits; and along the road from Watagoda to Talawakele from the Holyrood bridge over the Agra-oya to the junction with Kotagala-Lindula road, in breadth 100 yards on each side between the said limits.

The Kachcheri, M. M. WEDDERBURN,
Nuwara Eliya, June 11, 1919. Assistant Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the villages of Debokkawa, Metigatwala, Dickwewa, Siyambalakote, Wetiya, Siyambalakatuwa, and Abeysekeagama, in East Giruwa pattu of the Hambantota District: I do hereby declare, in terms of the provisions of section 5 of Ordinance No. 25 of 1909 that the area, included within the following boundaries, is an infected area:—

This declaration shall take effect from June 13, 1919.

Boundaries.

North: Village boundary of Sabaragamuwa.
East: Walawe-ganga.
South: Village boundary of Ihalawalakada.
West: Village boundary of Paranagampalata.
Hambantota Kachcheri, W. L. MURPHY,
June 13, 1919. Assistant Government Agent.

Destruction of Rogue Elephants.

I AM prepared to issue licenses, free of stamp duty, under section 9, sub-section 1 (b), of the Game Protection Ordinance, No. 1 of 1909, for the destruction of the following rogue elephants:—

- (1) Rogue elephant consuming paddy stacks at Kirigol-lewa.
- (2) Rogue elephant damaging crops and harassing at Ratmalagahawewa.
- (3) Leader of a herd of elephants destroying crops at Ambagahawewa and other villages near Ratmalagahawewa. These villages on the Madawachchi-Horowpottana road are easily reached from Madawachchi Resthouse by motor car; they are on or near the minor road.

H. R. FREEMAN,
June 7, 1919. Government Agent.

Destruction of Rogue Elephants.

I AM prepared to issue licenses, free of stamp duty, under section 9, sub-section (1) (b), of the Game Protection Ordinance, No. 1 of 1909, for the destruction of the following rogue elephants:—

(1) A rogue elephant and (2) leader of a herd of elephants damaging crops at Hiralugama; Hiralugama is $\frac{1}{2}$ a mile from the minor road to Kebitigollewa and is easily reached by car from Madawachchi Resthouse.

(3) Rogue elephant, male, about $9\frac{1}{2}$ feet in height, fore-footprint measures $1\frac{1}{2}$ feet in diameter; has white spots on ears and neck.

(4) Rogue elephant damaging fields at Mahakapugollewa, 9 miles from Horowpotana; footprint 1 ft. 4 in. by 1 ft. 2 in.

June 9, 1919.

H. R. FREEMAN,
Government Agent.

SALES OF TOLL AND OTHER RENTS.**Ferry Toll at Puttalam-Kalpitiya, &c.**

NOTICE is hereby given that the Assistant Government Agent, Puttalam and Chilaw, will receive sealed tenders for the purchase of the under-mentioned Toll Rents for twelve months from October 1, 1919, to September 30, 1920. Tenders, which must be in sealed envelopes, superscribed "Tenders for Toll Rents," must be handed in personally at the Puttalam Kachcheri at 1 P.M. on Friday, June 27, 1919, and no tender received by post will be accepted, nor will any tender received after the day and hour above mentioned be considered.

2. Separate tenders should be made for the several rents as shown below.

3. The successful tenderer will be required to deposit at once one-tenth of the purchase amount in cash; and should the offer be accepted by His Excellency the Governor, to furnish approved security for one-half of the purchase amount, within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer.

4. He will be required to deposit money to pay the Crown Proctor for examining and giving his opinion on the title deeds of the properties tendered by him as security, and for examining and settling the security bond, and the fees charged by the Crown Proctor for examining documents and drawing the security bond, the expenses of appraising the properties and of registering the security bond and the stamp duty on the bonds under the current Stamp Ordinance.

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

6. Further information can be obtained on application to the Assistant Government Agent, Puttalam.

Ferries.

1. Puttalam-Kalpitiya
Puttalam Kachcheri,
June 10, 1919.

2. Kalpitiya Mutwal
G. F. FORREST,
Assistant Government Agent.

ROAD COMMITTEE NOTICES.**Maintenance of Deniyaya-Hayes Road, 1918-1919.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1918-19, the Provincial Road Committee for the Southern Province, acting under the provisions of the Branch Roads Ordinance, No. 9 of 1907, have assessed the proportion due by each estate in the district interested in the maintenance, &c., of the said road, as follows:—

DENIYAYA-HAYES ROAD.

(Estimate No. D 190 of 1918-19.)

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	
Government moiety			Rs.	3,600	
Private contributions			Rs.	3,654	
1st section, 1 mile.					
Total acreage, 5,550 $\frac{1}{2}$ —Moiety of cost, Rs. 361 78—					
Sectional rate, 6 5177c.—Total rate, 6 5177c.					
D. M. Rajapaksa (D. M. Rajapaksa)	Deniyaya	609	39	69	
1st and 2nd sections, 2 miles.					
Total acreage, 4,941 $\frac{1}{2}$ —Moiety of cost, Rs. 361 78—					
Sectional rate, 7 3209c.—Total rate, 13 8386c.					
W. Silva and others	Kekunahena	80	11	7	
1st to 4th section, 4 miles.					
Total acreage, 4,861 $\frac{1}{2}$ —Moiety of cost, Rs. 723 56—					
Sectional rate, 14 8827c.—Total rate, 28 7213c.					
J. Anderson (G. Steuart & Co.)	Handford	765	219	72	
1st to 6th section, 6 miles.					
Total acreage, 4,096 $\frac{1}{2}$ —Moiety of cost, Rs. 723 56—					
Sectional rate, 17 6618—Total rate, 46 3831c.					
E. C. Anderson (E. C. Anderson)	Anningkanda	775	359	47	
1st to 8th section, 8 miles.					
Total acreage, 3,321 $\frac{1}{2}$ —Moiety of cost, Rs. 723 56—					
Sectional rate, 21 7825—Total rate, 68 1656c.					
Lipton, Limited (Lipton, Limited)	Panilkanda	852	580	77	
1st to 10 1 section, 10 1 miles.					
Total acreage, 2,469 $\frac{1}{2}$ —Moiety of cost, Rs. 759 76—					
Sectional rate, 30 7626—Total rate, 98 9282c.					
Haydella Tea and Rubber Co., Ltd. (Whittall & Co.)	Hayes	1,638 $\frac{1}{2}$	1,621	19	
Do.	Gongalla	574	567	85	
Do.	Longford	257	254	24	
				3,654	0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before July 14, 1919.

Provincial Road Committee's Office, R. B. HELLINGS,
Galle, June 7, 1919. Chairman.

Glenalla-Havilland Branch Road Parapet Wall.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for building a masonry parapet wall to Zig. No. 14, 57th mile, on the above road, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, have assessed the proportion due by each estate in the district interested, as follows:—

GLENALLA-HAVILLAND BRANCH ROAD PARAPET WALL.

Estimate No. D 696 of April 25, 1919.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	
Government moiety			Rs.	65 00	
Private contributions			Rs.	67 27	
Total acreage, 3,489—Rate per acre, 1 9280c.					
Assessment.					
Darley, Butler & Company	Glenalla	246	4	74	
George Steuart & Company	Waharaka	565	10	89	
Darley, Butler, & Company	Havilland	525	10	13	
Punchirala Arachchi, heir of					
Adikarirallaye Appuhamy	Pitakele	44	0	84	
E. B. Creasy & Company	Dedugalla	382	7	38	
Charles Laing	Maskaloya	155	2	98	
Darley, Butler & Company	Gangwarily	425	8	19	
T. A. Periasami Pillai	Kelvin	944	18	22	
George Hunter	Oonankanda	153	2	94	
Do.	Uduwa	50	0	96	
				Total	67 27

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before July 13, 1919.

Provincial Road Committee's Office, E. RODRIGO,
Ratnapura, June 9, 1919. for Chairman.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF MACKWOODS, LIMITED.

- Publication*
1. The name of the Company is "MACKWOODS, LIMITED."
 2. The registered office of the Company will be situate in Colombo.
 3. The objects for which the Company is established are:—
 - (a) To acquire and carry on as a going concern the business of merchants and commission agents now carried on by Messrs. Mackwood & Company, and Charles Mackwood & Company, at Colombo, Ceylon, and all or any part of the assets and goodwill of that business.
 - (b) To carry on the business of planters, cultivators, sellers, and dealers in tea, cacao, rubber, coconut, and other tropical crops, and to manufacture, dispose of, sell, and deal in products of tea, cacao, rubber, coconut, and other tropical crops.
 - (c) To act as directors, secretaries, consignees, and commercial agents of any company or companies carrying on business or owning property or estates of any kind in Ceylon or elsewhere in the East, or to undertake any or all of these duties concurrently.
 - (d) 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.
 - (e) To seek for and secure openings for the employment of capital in Ceylon, and elsewhere in the East, and with a view thereto to prospect, inquire, examine, explore, and test, and to despatch and employ expeditions, commissioners, experts, and other agents.
 - (f) To purchase, take on lease, or otherwise acquire and deal in immovable and movable property of all kinds, and any interests therein, including reversions, mortgages, charges, annuities, patents, licenses, policies, book debts, investments, and claims of every kind.
 - (g) To carry on business as financiers, and to act as financial advisers, and to facilitate and encourage the creation, issue, or conversion of debentures, debenture stock, bonds, obligations, shares, stocks, and securities, and to act as trustees in connection with any such securities, and to take part in the conversions of business concerns and undertakings.
 - (h) To acquire the goodwill, property, and assets, and to assume the liabilities of any other company, partnership or person carrying on business which this Company is authorized to carry on, and undertake the winding up of any such company or partnership.
 - (i) To manufacture, buy, sell, repair, alter, improve, manipulate, treat, and deal in all kinds of goods, wares, and merchandise, plant, machinery, apparatus, appliances, tools, utensils, products, materials, substances, articles, and things necessary or useful in carrying on any of the above business, or operations, or usually dealt in by persons or companies engaged therein.
 - (j) To make, build, construct, provide, maintain, improve, carry on, use, and work in any parts of the world, roads, ways, railways, tramways, telegraphs, telephones, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses, boats, 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.
 - (k) To apply for or acquire by purchase or otherwise for the business of the Company in any parts of the world any factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things. British, Colonial, or foreign licenses, concessions, and the like conferring any exclusive or non-exclusive or limited 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 in respect of or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
 - (l) To carry on any other business or businesses whatsoever and wheresoever which may in the opinion of the Board of the Company be conveniently carried on in connection with any business which the Company is authorized to carry on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's properties or rights, and to transact any or every description of agency, commission, commercial, manufacturing, mercantile, and financial business.
 - (m) To promote any other company or companies for the purpose of acquiring or undertaking all or any of the property, assets, and liabilities of this Company, or of advancing, directly or indirectly, the objects or interests thereof, and to take and otherwise acquire and hold shares in any such company or companies, and to guarantee the payment of any debentures or other securities issued by any such company or companies.
 - (n) To purchase, subscribe for, underwrite, take, or otherwise acquire and hold, sell, mortgage, and deal in shares, stock, options, bonds, debentures, debenture stock, or obligations in any other company or corporation, or of any Government or State.
 - (o) To amalgamate with, or enter into partnership, or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concession, or co-operation with any person or company carrying on or about to carry on any business, occupation, or enterprise which this Company is authorized to enter into, undertake, or carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or securities in any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
 - (p) To sell, let on lease, exchange, or dispose of all or any part of the undertaking, property, assets, and rights of the Company 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.
 - (q) To distribute any of the properties of the Company, whether upon a distribution of assets or a division of profits, among the members in specie or otherwise.
 - (r) To draw, make, accept, endorse, execute, and issue promissory notes, bills of exchange, charter parties, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
 - (s) To lend, invest, and deal with moneys of the Company not immediately required in such manner as may from time to time be determined.
 - (t) To receive money and securities on deposit at interest or otherwise.

- (u) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by mortgage or charge and/or by the issue of debentures, debenture stock, or other securities, with or without a mortgage or charge, upon all or any of the Company's property or assets (either present or future), including its uncalled capital, and to purchase, redeem, and pay off any such securities, and to issue any such securities for such consideration or purpose as may be thought fit.
- (v) To guarantee the payment or performance of any debts, contracts, or obligations, and to accept property on trust, and to act as trustee and executor, administrator, liquidator, receiver, attorney, or director either gratuitously or otherwise.
- (w) To pay all expenses incident to the formation or promotion of this or any other company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in or debentures or other securities of the Company, or in or about the promotion, formation, or business of the Company, or of any other company promoted wholly or in part by this Company.
- (x) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employes or ex-employes of the Company, or its predecessors in business, 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.
- (y) To sell, exchange, improve, manage, develop, lease, mortgage, charge, dispose of, turn to account, or otherwise deal with all or any part of the property, assets, and rights of the Company.
- (z) To procure the Company to be registered or incorporated in the United Kingdom, any British Colony, Protectorate or Dependency, or in any Foreign State, and to enter into any arrangements with any governments or authorities, supreme, provincial, 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 any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (aa) To do all or any of the above things in any parts of the world, and either as principals, agents, trustees, or otherwise, and by trustees, sub-contractors, agents, or otherwise, and either alone or in conjunction with others.
- (bb) To do all such other things as are incidental to, or connected with, any of the above objects, or conducive to the attainment thereof, or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so incidental, connected, conducive, or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the Island of Ceylon or elsewhere; and, further, that the objects specified in each paragraph in this clause shall, except where otherwise expressed in such paragraph, be in nowise limited or restricted by reference to, or inference from, any other paragraph or the name of the Company.

4. The liability of the shareholders is limited.

5. The nominal capital of the Company is One million Six hundred thousand Rupees (Rs. 1,600,000), divided into Twenty thousand (20,000) cumulative preference shares of Fifty Rupees (Rs. 50) each, entitled to the preferential payment of dividend and return of capital mentioned in the Articles of Association registered herewith, and Twelve thousand (12,000) ordinary shares of Fifty Rupees (Rs. 50) each, and each of such ordinary shares is to confer on the holders thereof, rateably and in proportion to the number of said shares held by them respectively, the rights following, that is to say:—

- (1) The right to all the profits or other moneys of the Company available for dividend which it shall from time to time be determined to distribute, and which shall remain in each year after making such provision as the Directors shall think fit for reserve and/or depreciation, and after paying or providing for the payment out of such profits or other moneys, (a) of the remuneration payable to the Directors for that year under the Articles of Association of the Company for the time being, (b) of a cumulative preferential dividend at the rate of 7 per cent. per annum on the capital paid up on such of the said preference shares as shall have been issued.
- (2) The right to the surplus assets which in a winding up of the Company shall remain after paying off the whole of the Company's paid up capital and any arrears of preference dividend.

The capital of the Company may be increased or reduced. 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 hereunto 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.
F. E. MACKWOOD, Colombo	One
F. M. MACKWOOD, Colombo.	One
F. O. MACKWOOD, Colombo	One
R. F. DARBY, Colombo	One
J. A. MACGILLIVRAY, Colombo	One
R. W. BAXTER, Colombo	One
A. E. LUBBOCK, Colombo	One
Total shares taken	Seven

Witness to the above seven signatures, at Colombo, this 21st day of May, 1919:

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

ARTICLES OF ASSOCIATION OF MACKWOODS, LIMITED.

It is agreed as follows:—

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

INTERPRETATION.

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

The word "Company" means "Mackwoods, 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 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" has the meaning assigned thereto by the Ordinance.

"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" 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" or "Member" means a shareholder of the Company.

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" 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.

"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, and *vice versa*.

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

"Dividend" includes bonus.

"Paid up" shall include "credited as paid up."

5. Subject to the preceding Article, any words defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

PRELIMINARY AGREEMENT.

6. The Company shall forthwith enter into and carry into effect with or without modification, an agreement with Messrs. Frank Mitchell Mackwood, Frank Edward Mackwood, James Anderson MacGillivray (so far as his estate or interest in the said business and the assets thereto extends), Francis Oswald Mackwood, Edward Oswald Mackwood, Richard Frederick Darby, in terms of the draft, a copy whereof has for the purposes of identification been endorsed with the signature of a member of the firm of Messrs. Julius & Creasy, a Proctor of the Supreme Court, and the Board shall forthwith carry same into effect, with full power, nevertheless, from time to time, to agree to any modification of the terms thereof, either before or after execution thereof.

The basis on which the Company is established is that the Company shall carry the said agreement into effect, subject to such modifications, if any, as aforesaid, and accordingly no objection shall be made to the said agreement by the Company or by any member, creditor, or liquidator thereof, upon the ground that any vendors, agents, or other persons interested therein are to be first Directors of the Company, or as vendors, promoters, agents, or otherwise stand in a fiduciary position towards the Company, or that there is in the circumstances, no independent Board of the Company, and any Directors of the Company who are interested therein shall be respectively entitled to retain and dispose of for their own use all benefits (if any) accruing to them directly or indirectly under or by virtue of the said agreement or of any other agreements in connection therewith, and the said agreement when executed with or without modification shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in anywise connected therewith, and every member of the Company present and future shall be deemed to have full notice of the contents of the said agreement, and to sanction the same and to agree to be bound thereby or by any such modification thereof as aforesaid, and to join the Company on the basis aforesaid.

BUSINESS.

7. The business of the Company may, subject to the provisions of the Ordinance, be commenced as soon as the Board thinks fit.

8. Subject as aforesaid any branch or kind of business which by the Memorandum of Association of the Company, or by these presents, is either expressly or by implication authorized to be undertaken by the Company may be undertaken by the Board at such time or times as they shall think fit, and further suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with such branch or kind of business.

9. The Board shall not employ the funds of the Company or any part thereof in the purchase of or in loans upon the security of the shares of the Company.

SHARES.

10. The nominal capital of the Company is One million Six hundred thousand Rupees (Rs. 1,600,000), divided into twenty thousand (20,000) preference shares of Fifty Rupees (Rs. 50) each, and twelve thousand (12,000) ordinary shares of Fifty Rupees (Rs. 50) each, and the said preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of 7 per cent. per annum on the capital for the time being paid up or credited as paid up thereon and

the right in a winding up to payment off of capital and arrears of dividend (whether declared or undeclared at the commencement of the winding up) in priority to the ordinary shares, but shall not confer any further right to participate in profits or assets.

11. The shares taken by the subscribers to the Memorandum of Association and those to be allotted pursuant to the agreement referred to in Article 6 hereof shall be duly issued by the Directors. No further shares shall be issued without the authority of the Company in General Meeting. Subject to any direction to the contrary which may be given by the meeting which authorizes the issue of further shares, the further shares to be issued shall be offered to the members 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 member is entitled and limiting the 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 member to whom such notice is given that he declines to accept the shares offered, the Directors may allot or otherwise dispose of the same to such person and upon such terms as they think fit.

12. 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.

13. 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.

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

15. Shares may be registered in the names 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.

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

17. 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.

18. 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.

19. 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.

20. 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 48 to become a shareholder in respect of any share.

INCREASE OF CAPITAL.

21. 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.

22. 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.

23. 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 holders of ordinary shares 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.

24. 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.

25. 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.

26. 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.

27. The certificates of shares shall be issued under the seal of the Company.

28. 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.

29. 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.

30. Shares in the Company may be transferred by transfer in the usual common form. The instrument of transfer shall be signed by both the transferor and transferee, and shall contain the name, address, and occupation of the transferee, and the transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register in respect thereof.

31. Every instrument of transfer shall be left at the office or such other place as the Board may prescribe, with the certificate of every share to be thereby transferred, and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the shares; and the instrument of transfer and certificate shall remain in the custody of the Board, but shall be at all reasonable times produced at the request and expense of the transferor or transferee, and their respective representatives or any of them. A new certificate shall be delivered to the transferee after the transfer is completed and registered on his application for the same, and when necessary a balance certificate shall be delivered to the transferor. A fee not exceeding one rupee may be charged for each transfer.

32. The person proposing to transfer any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the share at the price so fixed, or at the option of the purchaser, at the fair value to be fixed by the Auditors in accordance with these Articles. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

33. The Company in General Meeting may make and from time to time vary rules as to the mode in which any share specified in any transfer notice given to the Company as aforesaid shall be offered to the members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined by extraordinary resolution of the Company the share specified in the transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the life Directors hereinafter named and such offer shall be made to them collectively and individually, but so that in the case of competition they shall rank for acceptance *pari passu* in proportion to the shares held by them respectively, and so that if any shares cannot be so apportioned such shares shall be offered to them in order determined by lot, and the life Directors shall cause lots to be drawn accordingly. Any shares not taken up by the life Directors within 90 days shall be offered by the Company to the ordinary Directors or any person selected by the life Directors whom they may deem it desirable in the interests of the Company to admit to membership. Subject as aforesaid the shares shall be offered by the Company to the members other than the proposing transferor, as nearly as may be in proportion to the existing shares held by them respectively. The offer whether to a person selected as aforesaid or to a member shall in each case limit the time (not exceeding 90 days) within which the same, if not accepted, will be deemed to be declined, and may notify to the members that any member who desires an allotment of shares in excess of his proportion, should in his reply state how many excess shares he desires to have; and if all the members do not claim their proportions the unclaimed shares shall be used for satisfying the claims in excess. If any shares shall not be capable, without fractions, of being offered to the members in proportion to their existing holdings, the same shall be offered to the members or some of them, in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

34. If the Company shall within the time limited as aforesaid or within 180 days after being served with the transfer notice find a member or person selected as aforesaid willing to purchase the share (hereinafter called "the purchasing member"), and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the share to the purchasing member.

35. In case any difference arises between the proposing transferor, and the purchasing member as to the fair value of a share, the Auditors shall, on the application of either party, certify in writing the sum which, in their opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditors shall be considered as acting as experts and not as arbitrators.

36. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

37. If the Company shall not, within the time limited as aforesaid, or within 180 days after being served with the transfer notice, find a member willing to purchase the shares, and give notice in manner aforesaid, the proposing transferor shall at any time within 90 days afterwards be at liberty to sell and transfer the shares (or those not placed) to any person and at any price.

38. Any share may be transferred by a life Director to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, or wife of the Director, and any share of a deceased life Director may be transferred by his executors or administrators to any child, or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, or widow of such deceased Director (to whom such deceased Director may have specifically bequeathed the same), and shares standing in the name of the trustees of the will of any deceased life Director may be transferred upon any change of trustees to the trustees for the time being of such will.

39. The Directors may refuse to register any transfer of shares (a) where the Company has a lien on the shares, or (b) where the Directors are not of an opinion that it is desirable to admit the proposed transferee to membership. But paragraph (b) of this Article shall not apply where the proposed transferee is already a member, nor to a transfer made pursuant to Article 38 hereof.

40. The holders for the time being of nine-tenths of the issued capital may at any time serve the Company with a requisition to enforce the transfer of any particular shares not held by the requisitionists. The Company shall forthwith give to the holder of such shares notice in writing of the requisition (with a copy of this Article subjoined), and unless within 14 days afterwards the holder shall give to the Company a transfer notice in respect of his shares in accordance with Article 32 hereof he shall be deemed at the expiration of that period to have actually given such notice, and to have specified therein the amount of capital paid up on the shares as the sum he fixes as the fair value for the purposes of this Article, any person entitled under Article 48 or otherwise to transfer shall be deemed the holder of such share.

41. In the event of the death of a life Director or an ordinary Director the surviving life Directors or life Director and in the event of the death of all the life Directors, then the ordinary Directors for the time being may at any time thereafter serve the Company with a requisition to enforce the transfer to them in proportion to the existing shares held by them respectively of any shares standing in the name of such deceased life Director or ordinary Director or transferred by a life Director under Article 38, and the provisions of Article 40 as to giving notice and other relevant provisions of that Article shall apply to every such requisition, save that ninety days shall be substituted for fourteen days, and that the purchasing member or members may at his or their option postpone completion of the purchase as to one-half of the shares for any period not exceeding two years from the date when the transfer notice shall be deemed to have been given as aforesaid, in which case all dividends payable in respect of that half of the shares down to the date of actual completion of the purchase shall belong to be retained by the vendor.

42. No Member of the Company shall, without the consent in writing of all the Members for the time being of the Company, be interested as a shareholder, director, partner, manager, or otherwise in any concern carrying on any business in competition with the Company or having interests opposed to those of the Company, and if it shall be proved to the satisfaction of the Directors that any member has committed a breach of this Article, they may serve him with a notice in writing requiring him to retire from or otherwise determine his interest in such concern, and stating that in the event of non-compliance with such requisition within twenty-eight days his shares shall be liable to forfeiture, and unless within

twenty-eight after the service of such notice it shall be proved to the satisfaction of the Directors that the requisition has not been complied with the whole or any of the shares of such member may be forfeited by resolution of the Directors to that effect.

43. A member of the Company shall not without the Company's consent, either solely or jointly with, or as Director, manager, or agent of or for any other Company or person or persons, directly or indirectly, carry on or be engaged or concerned or interested as a shareholder or otherwise, in any business which the Company is authorized to carry on, and the Directors may, by resolution, forfeit, without prejudice to the provisions of Article 51 (d), the shares of any member who acts in contravention of this provision, but this Article shall not apply to any member of the Company holding shares or debentures in any registered limited liability Company not carrying on business in competition with the Company nor having interests opposed to those of the Company.

44. A person who ceases to be a member of the Company shall not at any time within three years to be computed from the time when he so ceases to be a member, either solely or jointly with, or as Director, manager, or agent of or for any other Company or person or persons, directly or indirectly, carry on or be engaged or concerned or interested in the business of a merchant, produce broker, or commission agent in the Island of Ceylon, or permit or suffer his name to be used or employed in, or connected with any such business, except with the consent of the Board.

45. The Company shall provide a register of transfers, which shall be kept by the Secretary under the control of the Board, and in which shall be entered the particulars of every transfer or transaction of every share.

46. No transfer shall be made to a minor or person of unsound mind.

47. The register may be closed during such time as the Board think fit, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

48. In the case of the death of a member, the survivors or survivor, where the deceased was a joint-holder, and the executors or administrators of the deceased, where he was a sole holder, shall be the only persons recognized by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

49. The Directors may call on the executors or administrators of a deceased member to transfer the shares of the deceased to some person to be selected by such executors or administrators and approved by the life Directors or Director or (if all the life Directors be dead) by the ordinary Directors, and if the executors or administrators do not comply forthwith with such call, they shall be deemed to have served the Company with a transfer notice under Article 32 and to have specified therein a sum equal to the amount paid up on the shares as the fair value, and the provisions of that and the subsequent Articles shall take effect.

50. A person entitled to a share in consequence of the death or bankruptcy of a member shall not be entitled to receive notice of, or to attend or vote at, meetings of the Company, or to receive payment of any dividends or to exercise any of the rights and privileges of a member, unless and until he shall have been registered as the holder of the shares.

SURRENDER AND FORFEITURE OF SHARES.

51. 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.

(a) 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) 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) 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) Any shareholder whose shares have been declared forfeited under any of the provisions hereinbefore contained 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.

52. Every share surrendered or declared forfeited under any of the provisions hereinbefore contained 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.

53. The surrender and 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.

54. A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture 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.

55. 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 52 hereof, shall be redeemable after sale or disposal.

56. 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 time 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.

57. 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.

58. The nett proceeds of any such sale as aforesaid under the provisions of Articles 52 and 57 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.

A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the power of sale given by clause 57 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

59. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein given, the Board 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.

60. In the event of any shareholder in the employment of the Company (other than the said Frank Mitchell Mackwood) severing his connection with the Company, the Directors may call on him to sell one-half of his ordinary shares in the Company to the Board at the value to be fixed by the Auditors, and in the event of his taking up any other employment without the consent of the Board, the Directors may call on him to sell the whole or any portion of his shares in the Company to the Board at the value to be fixed by the Auditors, and in case of non-compliance in either case, such shares may be forfeited by resolution of the Directors.

ALTERATION OF CAPITAL.

61. The Board may, with the sanction of a special resolution of the Company in General Meeting, increase the capital by the issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the resolution shall prescribe.

The new shares shall be issued upon such terms and conditions and with such rights, priorities, privileges, or restrictions as the resolution sanctioning the increase of capital shall direct, and if no such 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, but this Article shall be subject to the provisions of clause 5 of the Memorandum of Association.

62. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of capital, all new shares shall, before issue, be offered to such members as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. Such offer shall be made by notice, specifying the number of shares offered 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 person to whom the offer is made that he declines to accept the shares offered, the Board may dispose of the same in such manner as they think most beneficial to the Company. The Board may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Board, be conveniently offered under this Article. The Board may also allot any new shares to the vendor or vendors of any properties or assets which may be acquired by the Company in payment or part payment of the purchase price of any such properties or assets or to any person or persons as remuneration for work done for or service rendered to the Company without first offering same to the members.

63. Any capital raised by the creation of new shares shall, unless otherwise provided by the conditions of issue, be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls and the forfeiture of shares on non-payment of calls, transfer, and transmission of shares, lien, or otherwise, as if it has been part of the original capital.

64. The Company may by special resolution—

- (a) Consolidate its shares or any of them into shares of a larger amount than its existing shares.
- (b) By subdivision of its existing shares, or any of them, divide the whole or any part of its capital into shares of smaller amount than is fixed by the Memorandum of Association; Provided that in the subdivision of the existing shares the proportion between the amount paid and the amount (if any) unpaid on each share of reduced amount shall be the same as it was in the case of the existing share from which the share of reduced amount is derived.
- (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- (d) Reduce its capital in any manner allowed by law.

CALLS.

65. (a) 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 such call.

(b) 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 131.

(c) 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.

66. Any sum or premium which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture, and the like, and all other the relevant provisions of these presents shall apply as if such sum, premium, or instalment were a call duly made and notified as hereto provided.

67. 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.

68. 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.

MEETINGS.

69. 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.

70. 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.

71. 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.

72. Any General Meeting convened by the Board, unless the time thereof shall have been fixed by General Meeting or unless such General Meeting be convened in pursuance of such requisition as is hereinafter mentioned, may be postponed by the Board by notice in writing, and the meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business convened by the original notice.

73. 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.

74. 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, and may consist of several documents in like form, each signed by one or more of the requisitionists. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within twenty-one days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the shareholders convening the meeting may themselves fix.

75. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Board 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 Board do not convene the meeting within seven days from the date of passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.

76. Any meeting convened by requisitionists as aforesaid shall be convened in the same manner, as nearly as possible, as that in which meetings are convened by the Board.

77. Any holder of an ordinary share may, on giving not less than 10 days' previous notice of any resolution, submit the same to a meeting. Such notices shall be given by leaving a copy of the resolution at the registered office of the Company.

78. Seven days' notice, specifying the time and place of a meeting, and specifying also in the case of any special business the general nature of the business to be transacted thereat, shall be given by the Secretary, or other officers of the Company, or any other person appointed by the Board to do so, to such members as are entitled to receive notices from the Company, provided that with the consent in writing of all the holders of ordinary shares a meeting may be convened by a shorter notice and in any manner they think fit. 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.

79. The accidental omission to give notice of any meeting to, or the non-receipt of such notice by, any member shall not invalidate any resolution passed or proceeding had at any such meeting.

80. 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.

81. 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.

82. 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 two or more persons being shareholders entitled to vote or persons holding proxies or powers of attorney from shareholders entitled to vote.

83. 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.

84. The Chairman (if any) of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, or shall retire from 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.

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

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

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

92. On a show of hands every member present in person shall have one vote only. In case of a poll every member present in person or by proxy or attorney shall have one vote for every ordinary share, and one vote for every preference share, held by him. When voting on a resolution involving the winding up of the Company, every shareholder shall have one vote for every share held by him, but no such resolution shall be deemed to be carried unless 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 in person or by proxy or by attorney at any meeting, of which notice specifying the intention to propose such resolution has been duly given.

93. 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.

94. Votes may be given either personally or by proxy or by attorney duly authorized.

95. No person shall be appointed a proxy who is not a holder of an ordinary share of the Company, but the attorney of a holder of an ordinary share, even though not himself a shareholder of the Company, may represent and vote for his principal at any meeting of the Company.

96. 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.

97. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointer or his attorney, or if such appointer be a corporation, it shall be under the common seal of such corporation.

98. The instrument appointing a proxy with the letter or power of attorney under which it may be signed 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. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

Every instrument appointing a proxy shall, as nearly as circumstances admit, be in the form or to the effect following:—

I, _____, of _____, being an ordinary shareholder of Mackwoods, Limited, hereby 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 _____.

99. 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.

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

DIRECTORS.

101. The said Frank Mitchell Mackwood, Francis Oswald Mackwood, Frank Edward Mackwood, Edward Oswald Mackwood, Richard Frederick Darby (who are herein referred to as "life Directors") and James Anderson MacGillivray (who, with any other Directors, is herein referred to as an ordinary Director) shall be the first Directors of the Company.

102. The said life Directors shall be entitled to hold office so long as each holds shares of the Company of any class of the nominal value of Seventy-five thousand Rupees (Rs. 75,000). In the event of any life Director ceasing to hold shares of the Company of any class of the nominal value of Seventy-five thousand Rupees (Rs. 75,000), he shall thereupon be deemed to be elected to office as an ordinary Director of the Company.

103. So long as the said Frank Mitchell Mackwood, Francis Oswald Mackwood, Frank Edward Mackwood, Edward Oswald Mackwood, and Richard Frederick Darby, or one or more of them, shall be life Directors or life Director of the Company, no other Director or Directors of the Company shall be appointed without the consent of such life Directors or life Director.

104. The qualification of a Director, other than a life Director, shall be the holding in his own right alone of shares of the Company of any class of a nominal value of Ten thousand Rupees (Rs. 10,000).

105. None of the life Directors shall be obliged to devote the whole of his time and attention to the business of the Company, but every ordinary Director, except with the consent of the Board, shall devote the whole of his time and attention to the business of the Company.

Provided that if any life Director fail to devote a reasonable amount of his time and attention, in the opinion of the Board, to the business of the Company, his remuneration may be reduced by the Board at their absolute discretion. The question of the reasonable amount of time and attention to be devoted shall be decided by the Board, and their decision thereon shall be final.

If any life Director (other than the said Frank Mitchell Mackwood) shall be absent from the Island for a period exceeding eighteen months in a period of three years, without the previous consent of the Board; or if any life Director whilst in the Island shall fail to devote a reasonable amount of his time and attention, in the opinion of the Board, to the business of the Company, one half of his ordinary shares may be sold by a resolution of the Directors.

106. Unless otherwise declared by a General Meeting, the number of Directors shall never be less than three, or more than seven.

The remuneration of the life Directors shall be such sum as subject to any agreement the Company may determine. The remuneration of the ordinary Directors may be fixed from time to time by the Company in General Meeting, but should any ordinary Director fail to devote the whole of his time and attention to the business of the Company, the amount of his remuneration may be reduced by the Board, at their absolute discretion.

Any Director absent from the Island, except on furlough or with leave from the Board, shall not draw remuneration during such absence.

107. Any casual vacancy occurring among the Directors may be filled up by the Company in General Meeting, 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. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed the remaining Director or Directors (unless they be both life Directors) shall not commit the Company to any new business, so long as the number is below the minimum.

The office of a Director shall be vacated—

- (a) If he, without the sanction of a General Meeting, accept or hold any other office under the Company except that of Managing Director, Managing Secretary, manager, or trustee.
- (b) If he become bankrupt, or suspend payment, or compound with his creditors.
- (c) If he engage on his own account in speculative transactions in produce, stocks, or shares without the previous consent of all the other Directors.
- (d) If he absents himself from the meetings of the Company for a period exceeding three months at any one time without the consent of the life Directors.
- (e) If he be found lunatic or become of unsound mind.
- (f) If he be called upon by all the other Directors to resign his office.
- (g) If by notice in writing to the Company he resign his office.

Provided that sub-clauses (d) and (f) of this Article shall not apply to a life Director. Until an entry of the vacating of office by the Director under one of the sections of this Article shall be entered in the minutes of the Board of Directors his acts as a Director shall be effectual.

108. A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager, agent, broker, or otherwise, and no such contract or arrangement or any contract or arrangements entered into, by, or on behalf of, the Company with any person, firm, or company of or in which any Director shall be in any way interested, shall be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest, if his interest then exists, or in any other case at the first Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any 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 prohibition shall not apply to the purchase and acquisition referred to in Article 6 of these presents, or to any other agreements in connection therewith, or to any modification thereof, or to any matters arising thereout, or to any contract by or on behalf of the Company to give to the Directors or any of them security by way of indemnity or of security for advances or to a settlement or set-off of cross claims, and it may at any time or times be suspended or relaxed by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transaction with such firm or company, shall be sufficient disclosure under this Article, 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 as aforesaid.

POWERS OF THE BOARD.

109. Subject to the provisions hereinbefore contained as to the life Directors, and subject to any agreement to the contrary, the business of the Company shall be managed by the Board, who may exercise all such powers of the Company, and do on behalf of the Company all such acts as are within the scope of the Memorandum and Articles of Association of the Company, and as are not by the Ordinances or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Ordinances and to such regulations, being not inconsistent with the said regulations as may 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 regulations had not been made.

LOCAL MANAGEMENT.

110. The Board may from time to time provide for the management of the affairs of the Company in Ceylon or abroad in such manner as they shall think fit, and the provisions contained in the six next following Articles shall be without prejudice to the general powers conferred by this Article.

111. The Board from time to time, and at any time, may establish any local boards or agencies for managing any of the affairs of the Company in Ceylon or abroad, and may appoint any persons to be members of such local boards or any managers or agents and may fix their remuneration.

112. The Board may appoint any one of their number, or any other person, to be Chairman of any local board, and may lay down such rules and regulations, as they may think fit for the conduct of the business of any local board, and may revoke, annual, or vary any such appointment, rules, or regulations.

113. The Board, from time to time and at any time, may delegate to any Managing Director, local board manager, or agent, any of the powers, authorities, and discretions for the time being vested in the Board with regard to the conduct of the business of the Company (other than the powers to make calls and to mortgage the Company's assets), with power to sub-delegate 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.

114. Any such appointment or delegation as aforesaid may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed and may, by letter, telegram, or cablegram annul or vary any such delegation, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

115. The Board may from time to time, and at any time, by power of attorney under the seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions, and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Board think fit) be made in favour of any of the Directors or of the members or any one or more 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 Board, and any such powers of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board think fit. Any such attorneys as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.

BORROWING.

116. The Board may at any time borrow or raise for the purpose of the Company from the Directors, members, or other persons, or any bank, firm, or company, such sums of money, and at such rates of interest as the Board may think proper, and may secure the repayment of such moneys by mortgage or charge, or by debentures or debenture stock, perpetual or otherwise, forming a charge upon the whole or any part of the property, assets, and undertaking of the Company, both present and future, including its uncalled capital for the time being, in such manner, and upon terms and conditions and with such security as the Board shall determine, but so that the amount at any one time owing in respect of moneys so raised, borrowed, or secured, shall not, without the previous sanction in writing of a life Director, exceed the sum of Rs. 200,000, and shall not without the sanction of a General Meeting exceed the nominal amount of the capital. Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

ROTATION OF DIRECTORS.

117. At the Ordinary General Meeting in the year 1923 and in each subsequent year, one Director, not being a life Director, shall retire from office, but this provision shall be subject to any agreement to the contrary binding upon the Company. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected.

118. Subject to the provisions herein contained with respect to the life Directors the Director to retire in every year shall be the Director who has been longest in office since their last election. As between Directors of equal seniority, the Director to retire shall (unless such Directors of equal seniority shall agree amongst themselves) be selected from among them by lot.

119. A retiring Director shall be eligible for re-election.

120. The Company may at the meeting at which any Director retires in manner aforesaid fill up the vacated office of each Director by electing a person thereto. And if at any such meeting the place of a retiring Director is not filled up the retiring Director shall be deemed to have been re-elected, unless a resolution reducing the number of Directors is passed at the same meeting.

121. No person not being a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for the office of a Director at any General Meeting, unless he shall have been approved by the life Directors.

122. With the consent of the life Directors the Company may from time to time in General Meeting increase or reduce the number of Directors, and may alter their qualification and may also determine in what rotation such increased or reduced number shall go out of office.

123. The Company by an extraordinary resolution may remove any Director, other than a life Director, before the expiration of his period of office, and may by ordinary resolution appoint another person to be a Director in his stead. The person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

MANAGING DIRECTOR.

124. Subject to any agreement to the contrary and to the consent of the life Directors the Board may from time to time appoint one or more of their number to be a Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to his or their period of office, and may, with the consent of the life Directors from time to time remove any Managing Director and appoint another in his place.

125. A Managing Director, while he continues to hold that office, shall not be subject to the provisions of these presents as to retirement by rotation, and 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.

126. Subject to any agreement, the remuneration of a Managing Director shall from time to time be fixed by the Board, and may be by way of salary or commission or participation in the profits, or by any or all of those modes, and shall, if so determined by the Board, be in addition to his share of any remuneration payable to the Board or to the Managing Director as one of the Board.

127. A Managing Director may perform such duties, and exercise all such powers, authorities, and discretions as are exercisable by the Board (other than the power to make calls and to mortgage the assets of the Company) on such terms and conditions and with such restrictions (if any) as the Board from time to time may direct.

PROCEEDINGS OF THE BOARD.

128. The Board may meet together for the despatch of business at such place and adjourn and otherwise regulate their meetings as they think fit. Whenever one or more of the life Directors shall be in the Island of Ceylon, the presence of one of them shall be necessary to form a quorum. Subject as aforesaid two Directors shall form a quorum. A Director may at any time, and the Secretary upon request of a Director, shall convene a meeting of the Board. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have an additional or casting vote in addition to his vote or votes as a Director. It shall not be necessary to give any notice of a meeting of Directors to any Director who is absent from Ceylon.

129. All meetings of the Board shall be presided over by a Chairman to be chosen at each meeting by the Directors present at such meeting.

130. Any question which may arise at any meeting of the Board shall be decided by the votes of the Directors present, and each of the life Directors shall be at liberty so long as he shall be a Director by writing under his hand to authorize any other member of the Board to vote for him at any meeting or meetings of the Board, and such authority may be general or may be limited to any one or more meetings or to any specific question or questions, and must if required be produced at any meeting at which the holder of the authority proposes to vote.

131. 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.

132. The Board 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 on it by the Board.

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

134. All acts done at any meeting of the Board, or of a committee of the Board, 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 committee or persons acting as aforesaid, or that they, he, or any of them were or was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

135. If any Director being willing shall be called upon to perform extra services, or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, and shall do so, the Company may remunerate such Director, either by a fixed sum or by a percentage of profits, or otherwise, as may be determined by the Board, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

MINUTES.

136. The Board shall cause minutes to be made in books provided for the purpose—

- (a) Of all appointments of officers made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of any Committee of the Directors.
- (c) Of all resolutions and proceedings at all meetings of the Company and of Directors and of committees of Directors.

THE SEAL.

137. The Board shall forthwith procure a common Seal to be made for the Company and shall provide for the safe custody of the Seal, which shall only be used pursuant to a resolution passed at a meeting of the Board, or a committee of the Board authorized to use the Seal, and in the presence of a life Director, or in the presence of one at least of the ordinary Directors, who shall sign every instrument to which the Seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Board.

DIVIDENDS.

138. Subject as aforesaid, and to the rights of holders of shares issued upon special conditions, and to any arrangement that may be made by the Company to the contrary, and subject as to shares not fully paid up to any special arrangement made as regards money paid in advance of calls, the profits of the Company shall be divisible among the members in proportion to the capital paid up or credited as paid on the shares held by them respectively.

139. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interests in the profits, and may fix the time for payment. Provided always that if shares shall have been issued during the course of a financial year the holder thereof shall, subject to any arrangement made by the Board to the contrary, only be entitled to have paid to him in respect of dividends on such shares a proportionate part of the dividends for such financial year calculated on the proportionate part of the year from the date on which such shares were allotted treating such dividends as earned rateably over the whole year.

140. No dividend shall be payable out of the capital of the Company, and the declaration of the Board as to the amount available for dividend shall be conclusive.

141. The Board may from time to time, without calling any General Meeting, pay to the members on account of the next forthcoming dividend such interim dividend as in their judgment the position of the Company justifies.

142. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company or paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways, and the Board shall give effect to such resolution, 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 members 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 Board.

143. The receipt of the person appearing by the register to be holder of any shares shall be a sufficient discharge to the Company for any dividend or other money payable in respect of such shares; and where several persons are the joint-holders of a share the receipt of any one of them shall be a good discharge to the Company for any dividend or other moneys payable thereon.

144. No dividend shall bear interest against the Company.

145. Notice of any dividend that may have been declared shall be given to the members, or sent by post or otherwise to their registered places of address.

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

147. The Board may retain the dividends payable upon shares in respect of which any person is under the Articles relating to the transmission of shares entitled to become a member, or which any person under those articles is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same.

148. 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 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, and the payment of any such cheque or warrant shall operate as a good discharge to the Company in respect of the dividend represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the indorsement thereon has been forged.

149. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed.

RESERVED FUND.

150. Before the declaration of a dividend the Board may set aside any part of the nett profits of the Company to create a reserve fund, and may apply the same either by employing it in the business of the Company or by investing it in such manner (not being the purchase of or by way of loan upon the shares of the Company) as they shall think fit or place same on fixed deposit in any bank or banks, and the income arising from such reserve fund shall be treated as part of the gross profits of the Company. Such reserve fund may be applied for the purpose of maintaining or extending the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund, or for special dividends or equalizing dividends, or for any other purpose for which the nett profits of the Company may lawfully be used, and until the same shall be so applied it shall be deemed to remain undivided profit. The Board may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit either to divide or to place to reserve.

ACCOUNTS.

151. The Board shall cause true accounts to be kept of all the transactions, assets, and liabilities of the Company.

152. The books of account shall be kept at the office, or at such other place or places as the Board shall think fit, and no member, other than a Director or Auditor or any other officer, clerk, accountant, or other person whose duty requires and entitles him to do so, shall be entitled to inspect the books, accounts, documents, or writings of the Company, except as provided by the Ordinances or authorized by the Board, or by a resolution of the Company in General Meeting.

153. A balance sheet shall be made out and laid before the Company at its Annual General Meeting in each year, and such balance sheet shall contain a general summary of the assets and liabilities of the Company. The balance sheet shall be accompanied by a report of the Board as to the state and conditions of the Company, as to the amount (if any) which they recommended to be paid by way of dividend or bonus to the members, and the amount (if any) which they propose to carry to reserve. The report and balance sheet shall be signed on behalf of the Board by at least two of the Directors of the Company, or, if there is only one Director for the time being, by that Director, and shall be countersigned by the Manager or Secretary.

154. A copy of the Directors' report and balance sheet shall, during at least seven days previous to the General Meeting, lie at the office for inspection by the members.

AUDIT.

155. The Company shall, at each Annual General Meeting, appoint an Auditor or Auditors to hold office until the next Annual General Meeting.

156. If an appointment of Auditors is not made at an Annual General Meeting the Board may appoint an Auditor of the Company for the current year, and fix the remuneration to be paid to him by the Company for his services.

157. A Director or officer of the Company shall not be capable of being appointed Auditor of the Company.

158. A person other than a retiring Auditor, or a person recommended by the Board, shall not be capable of being appointed Auditor at an Annual General Meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the Annual General Meeting, and the Board shall send a copy of any such notice to the retiring Auditor, and shall give notice thereof to the members not less than seven days before the Annual General Meeting. Provided that if after a notice of the intention to nominate an Auditor has been so given, an Annual General Meeting is called for a date fourteen days or less after that notice has been given, the notice, though not given within the time required by this Article, 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 Article, be sent or given at the same time as the notice of the Annual General Meeting.

159. Messrs. Ford, Rhodes, Thornton & Co., of Colombo, shall be the first Auditors of the Company, and they shall hold office until the First Annual General Meeting unless previously removed by a resolution of the members in General Meeting, in which case the members at such meeting may appoint Auditors.

160. The Board 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.

161. 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 General Meeting or to fill up any casual vacancy may be fixed by the Board.

162. Every Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company, and, as regards books, accounts, and vouchers ordinarily kept abroad, shall be entitled to rely upon copies thereof or extracts therefrom certified by the Company's representatives abroad, and shall be entitled to require from the Board and the office of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors, and the Auditors shall make a report to the members on the accounts examined by them, and on every balance sheet laid before the Company in General Meeting during their tenure of office.

163. Every account of the Board 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 accounts shall forthwith be corrected, and thenceforth shall be conclusive.

164. Any Auditor shall, on quitting office, be eligible for re-election.

NOTICES.

165. Every member shall register with the Company an address in Ceylon to which notices may be sent, and any notice required to be given to such member may be served by the Company upon such member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address.

166. All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such person is named first in the register, and notices so given shall be sufficient notice to all the holders of such share.

167. Any member described in the register by an address not in Ceylon, who shall from time to time give the Company an address of himself or his attorney in Ceylon, at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid, and save in the case of a life Director or his alternate, and save as provided by these presents, no member other than a member described in the register by an address in Ceylon shall be entitled to receive any notice from the Company.

168. 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 by advertisement in the *Ceylon Government Gazette*.

169. Any notice, if served by post, shall be deemed to have been served at the time when the letter containing the same is put into a post office situated in Colombo, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into such post office.

170. Where a given number of days' notice or notice extending over any other period is required to be given the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

171. Any notice or document delivered or sent by post to, or left at, the registered address of any member 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 on his heirs, executors, and administrators.

172. Every person who, by operation of law, transfer, transmission, 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 in the register as the registered holder of such share shall have been duly given to the person from whom he derives the title to such share.

EVIDENCE.

173. 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.

WINDING UP.

174. (1) If the Company shall be wound up, whether voluntarily or otherwise, the Liquidator 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 the like sanction vest any part of the assets of the Company in trustees upon such trust for the benefit of the contributories as the Liquidator 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 default of any such provision the assets shall, subject to the rights of the holders of shares issued with special rights or privileges or on special conditions, be distributed rateably according to the amount paid or credited as paid up on the shares; 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 any 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.

175. The Directors, Managing Director, Managers, Agents, Auditors, Secretary, and other officers or servants for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of their heirs, executors, or administrators shall or may incur or sustain by or by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful act, neglect, or default respectively, and none of them shall be answerable for the acts, receipts, neglects, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any money of the Company may come, or for any defect of title of the Company to any property purchased, or for insufficiency or deficiency of or defect of title of the Company to any security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any loss, misfortune, or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

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

F. E. MACKWOOD.
F. M. MACKWOOD.
F. O. MACKWOOD.
R. F. DARBY.
J. A. MACGILLIVRAY.
R. W. BAXTER.
A. E. LUBBOCK.

Witness to the above seven signatures, at Colombo, this 21st day of May, 1919:

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

[Second Publication.]

The Ekkeralla Tea and Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the registered office of the Company, Lloyd's buildings, No. 7A, Prince street, Fort, Colombo, on Monday, June 30, 1919, at 11 A.M.

Business.

1. To consider and, if thought fit, to pass the following special resolutions:—

"(a) To alter the name of the Company to one to be decided upon at the Meeting.

"(b) To authorize the cutting down of the issued capital to Rs. 93,307.50.

"(c) To consider the conversion of the capital of the Company into shares of Rs. 10 each."

2. To consider and, if thought fit, to pass the following resolution:—

"To obtain sanction for the Directors to borrow further sums up to Rs. 75,000."

By order of the Directors,

AITKEN, SPENCE & Co.,
Agents and Secretaries.

June 20, 1919

The Kalk Valley (Kalutara) Rubber Company, Limited.

NOTICE is hereby given that the First Ordinary General Meeting of the above Company will be held at the registered office of the Company, Lloyd's buildings, No. 7A, Prince street, Fort, Colombo, on Thursday, July 3, 1919, at 11 A.M.

Business.

1. To pass accounts.
2. To appoint Auditors.

3. To transact any other business that may properly be brought before the Meeting, of which not less than ten days' notice must be given to the Agents and Secretaries.

By order of the Directors,

AITKEN, SPENCE & Co.,
Colombo, June 20, 1919. Agents and Secretaries.

A. E. Ibrahim & Company.

NOTICE is hereby given that I, the undersigned, shall carry on business as a tea merchant and commission agent at No. 66, Second Cross street, Colombo, under the name, style, and firm of "A. E. Ibrahim & Coy."

Colombo, June 18, 1919. A. E. MOHAMADU SULATMAN.

Auction Sale of a Valuable House Property near the Principal Civil Medical Officer's Office, 3rd Division, Maradana, Colombo.

UNDER and by virtue of the mortgage decree in case No. 51,323 of the District Court of Colombo and the commission issued to me therein, I shall sell by public auction on Saturday, July 12, 1919, at 4 P.M., at the spot:—

All that part of premises bearing assessment No. 94 marked 3c, situated at 3rd Division, Maradana, Colombo, containing in extent $9 \frac{72}{100}$ perches.

For further particulars apply to O. A. Jayasekera, Esq., Proctor, Colombo, or—

H. D. JOHN PIERIS,
No. 8, Hulftsdorp street, Colombo. Auctioneer and Broker.

Auction Sale.

In the District Court of Kalutara.

Andravaspatabendige Aana Anjelina Vas of Beruwala,
 administratrix of the estate of the late Arnolis Pieris
 of Alutgama Plaintiff.

No. 8,278.

Vs.

Miguelhandi Pedrick Silva, ditto Pelis Silva, ditto
 Manuel Sinno, all of Brahmanawatugoda, in
 Welitara Defendants.

UNDER decree in the above case, and by virtue of the
 order to sell issued to me for the recovery of the
 amount therein stated, I shall sell by public auction at the
 respective spots, on Saturday and Monday, June 21 and 23,
 1919, the under-mentioned property mortgaged, to wit:—

Saturday, June 21, at 2 P.M.

1. An undivided $\frac{2}{3}$ of $\frac{1}{4}$ shares of the soil and trees of the
 land called Kurundugahabedda, situate in Karandeniya, in
 Wellaboda pattuwa; containing in extent 9 acres 1 rood
 and 28 perches.

Saturday, at 2.30 P.M.

2. An undivided $\frac{2}{3}$ of $\frac{1}{4}$ share of the soil and trees of the
 land called Kurundugahadeniya, an undivided $\frac{1}{2}$ share of
 the two boutique rooms built on the northern side of the
 said land and belonging to the 1st defendant, situate in
 Karandeniya; containing in extent 1 acre and 3 roods.

Monday, June 23, at 1.30 P.M.

3. An undivided $\frac{23}{30}$ shares of the soil and trees of
 the portion No. 3 of the land called Badugewatta, in
 Welitara; containing in extent 38 $\frac{736}{1000}$ perches.

Monday, at 2 P.M.

4. An undivided $\frac{2}{3}$ of $\frac{1}{24}$ and $\frac{1}{84}$ and of $\frac{1}{28}$ shares
 of the soil and soil shares trees and an undivided $\frac{1}{140}$ and
 of $\frac{1}{56}$ shares and of the tiled white-washed house of 7
 carpenters' cubits standing on the northern side, and also the
 planter's share of the 2nd plantation of the land called
 Lamappukankanangewatta alias Lokuralagewatta alias
 Mahawatta, situate in Brahmanawatugoda; in extent
 4 acres 3 roods and 30 perches.

Monday, at 2.30 P.M.

5. An undivided $\frac{2}{3}$ of 9/16 shares of the soil and soil
 share trees of the land called Janikkagewatta wherein
 Eliaamma resided, and which was planted by Matuwadura
 Heene, together with $\frac{1}{4}$ of the planter's $\frac{1}{2}$ share of the 3rd
 plantation made thereon, situated in Brahmanawatugoda;
 in extent 1 acre.

Monday, at 3 P.M.

6. An undivided $\frac{1}{160} + \frac{3}{200}$ shares of the soil and
 soil share trees of the land called Marukbandarawa ta,
 together with an undivided $\frac{2}{3}$ of the planter's $\frac{1}{2}$ share of
 the trees of the young plantation of the portion of the land
 wherein Kovil stands, situate in Brahmanawatugoda; in
 extent about 4 acres.

Monday, at 3.30 P.M.

7. An undivided $\frac{2}{3}$ of $\frac{1}{28}$ of $\frac{1}{70}$ shares of the soil and
 of all the trees, excluding the planter's share of the 2nd
 plantation of the garden called Mahagedarawatta, in
 Brahmanawatugoda; in extent about 1 acre.

For further particulars please apply to C. P. Wijeyaratna,
 Esq., Proctor, Supreme Court, Kalutara, or to me—

C. H. RANASINGHE,
 Auctioneer.

Auction Sale of Properties at Etgala and Udangawa,
in the District of Negombo.

UNDER decree in case No. 12,895, D. C., Negombo,
 entered in favour of the plaintiff Suna Pana Lena
 Ramen Chetty of Kochchikade, against the defendants
 (1) Philippu Fernando Anthony Palle of Udangawa and (2)
 Pedru Fernando Ramanaden Palle of Henimulle, and by
 virtue of the order issued to me for the recovery of the
 amount therein stated, I shall sell the under-mentioned
 properties, mortgaged by bond No. 24,620, dated March 13,
 1916, and attested by D. M. Karnaratne, Notary, by public
 auction, at the respective spots, on Thursday, July 17, 1919,
 to wit:—

At 3 P.M.

1. The land called Kongahawatta, situate at Etgala,
 in Dunagaha pattu of the Alutkuru korale, in the District

of Negombo, Western Province, in extent about 4 acres;
 of the said land and of the buildings standing thereon, an
 undivided $\frac{1}{2}$ share, as a primary mortgage.

At 4 P.M.

2. The land called Divulgahawatta, situate at Udangawa,
 in Dunagaha pattu aforesaid, in extent about 1 rood
 and 37 perches, with the buildings standing thereon, as a
 primary mortgage.

At 4.30 P.M.

3. The southern portion in extent about 1 acre from and
 out of the land Hikgahawatta, in extent about 1 acre and
 1 rood, situate at Udangawa aforesaid, with the tiled house
 standing thereon, as secondary mortgage, subject to the
 primary mortgage in favour of the plaintiff and others.

Further particulars from Messrs. Amerasinghe & Rane-
 singhe, Proctors and Notaries, Negombo, or—

M. P. KURERA,
 Auctioneer.

Negombo, June 17, 1919.

Auction Sale of Properties at Nawana, in the
District of Negombo.

UNDER decree in case No. 13,299, D. C., Negombo,
 entered in favour of the plaintiff Seena Nana Kuna
 Pana Arumugam Chetty of Negombo, against the defend-
 ants (1) Kasturi Arachchige Singappuhamy, Police Head-
 man, (2) Herath Pathirannehelage Dirhamy and husband,
 (3) Samarawilage Welon Singho Appuhamy, all of Nawana,
 and by virtue of the order issued to me for the recovery of
 the amount therein stated, I shall sell the under-mentioned
 properties, mortgaged by bond No. 24,842, dated April 1,
 1914, and attested by N. J. C. Wijesekera, Notary, by
 public auction, at the respective spots, on Saturday, July 12,
 1919, to wit:—

At 2 P.M.

1. The land called Navanalanda, situate at Nawana, in
 Yatigaha pattu of Hapitigam korale, in the District of
 Negombo, Western Province, is in extent 3 roods and 11
 perches, with the buildings standing thereon.

At 2.30 P.M.

2. The land called Urangodalanda, situate at Nawana
 aforesaid, in extent 2 acres 3 roods and 9 perches; of this
 land and of the buildings thereon, the undivided $\frac{1}{2}$ share.

Further particulars from Messrs. Amerasinghe & Rane-
 singhe, Proctors and Notaries, Negombo, or—

M. P. KURERA,
 Auctioneer.

Negombo, June 17, 1919.

Auction Sale of Properties at 3rd Division, Tammitta,
and Katuwapitiya, in the District of Negombo.

UNDER decree in case No. 13,348, D. C., Negombo,
 entered in favour of the plaintiff Kawana Suna
 Pana Suna Suppramanium Chetty of Negombo, against
 the defendant Mundappuge Bastian Fernando of Katuwa-
 pitiya, and by virtue of the order issued to me for the
 recovery of the amount therein stated, I shall sell the
 under-mentioned properties, mortgaged by bond No. 14,478,
 dated September 28, 1917, and attested by T. H. de Silva,
 Notary, by public auction, at the respective spots, on
 Tuesday July 15, 1919, to wit:—

At 4 P.M.

1. The undivided $\frac{1}{2}$ share from and out of the undivided
 northern $\frac{1}{2}$ share of the land called Kosgahawatta alias
 Kitulgahawatta, situate at 3rd Division, Tammitta, within
 the gravets and in the District of Negombo, Western
 Province, in extent about 2 roods.

At 4.30 P.M.

2. The undivided $\frac{1}{7}$ share, with the buildings standing
 thereon, from and out of the land Keenagahawattukebella,
 situate at Katuwapitiya, in Dunagaha pattu of the Alut-
 kuru korale, in the District of Negombo aforesaid, in extent
 about 2 acres.

Further particulars from G. de Zoysa, Esq., Proctor,
 Supreme Court, and Notary, Negombo, or—

M. P. KURERA,
 Auctioneer.

Negombo, June 17, 1919.

Auction Sale.

UNDER decree in case No. 12,928, D. C., Negombo, entered in favour of the plaintiff Rawanna Mana Nawanna Parvayana Chetty of Negombo, against the defendants (1) Koduruwa Acharige Don/Bastian of 2nd Division, Hunupitiya, in Negombo and surety (2) Wijeratne Muhandirange Lewis Fernando of Negombo, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell by public auction, at my office at Main street, Negombo, on Tuesday, July 15, 1919, commencing at 10 A.M., the right, title, interest, and claim of the defendants in and to the following:—

1. The right, title, interest, and claim of the 1st defendant in and to the mortgage bond bearing No. 13,054, dated October 4, 1916, attested by T. H. de Silva, Notary Public, granted by Kalthotage Martha Maria Fernando and husband, Thomas Bernard Kalthotage Gregoris Fernando and wife Sarukkalige Maria Fernando all of Mahahurupitiya, Negombo, for the sum of Rs. 700 and interest.

2. The right, title, interest, and claim of the 1st defendant in and to the mortgage bond No. 13,294, dated November 21, 1916, and attested by Notary Public aforesaid, granted by Visnakarnage Gregoris Silva of 2nd Division, Hunupitiya, Visnakarnage Selestina Silva and husband Don John Weeramanthre of Kotahena, Colombo, for the sum of Rs. 260 and interest.

Further particulars from Messrs. Amerasinghe, Proctors, and Notaries, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, June 17, 1919.

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

UNDER decree in case No. 13,212, D. C., Negombo, entered in favour of the plaintiff Suna Pane Lena Suppramaniam Chetty of Negombo, against the defendants (1) Wijetunga Don Marthelis Tilakaratna Appuhamy and (2) Wijetunga Don Stephen Tilakaratna Appuhamy, both of Dummaladeniya, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 2,539, dated May 8, 1910, and attested by W. D. M. Karunaratne, Notary (which was assigned by bond No. 25,863, dated June 24, 1918, attested by D. M. Karunaratne, Notary), by public auction, at the spot, at 3 P.M., on Wednesday, July 16, 1919, to wit:—

The land called Ambagahawatta, situate at Bandirippuwa, in Otara palata of Pitigal korale, in the District of Chilaw, North-Western Province, in extent about 10 acres, as a secondary mortgage.

Further particulars from D. Jno. S. Goonewardene, Esq., Proctor, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, June 17, 1919.

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

UNDER decree in case No. 13,167, D. C., Negombo, entered in favour of the plaintiff Suna/Pana Lena Suppramaniam Chetty of Negombo, against the defendants (1) Udugampolage Markida Fernando, widow of Silmaguruge Marcelino Fernando, (2) Silmaguruge Bastian Fernando, (3) ditto Santiago Fernando, (4) ditto Ana Maria Fernando, (5) Jayasuriya Arachchige Pedro Perera, (6) Silwaguruge Porlentina Fernando, (7) Nathandige Pedro Fernando, (8) Silmaguruge Emarenchina Fernando, and (9) Dombagahapathirage Jermano Peris, all of Boralessa, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 364, dated November 18, 1908, and attested by M. B. W. Jayasekera, Notary, by public auction, at the spot, at 4 P.M., on Wednesday, July 16, 1919, to wit:—

The 7/24 shares of the land called Kosgahawatta, situate at Boralessa, in Kammal pattu of the Pitigal korale, in the District of Chilaw, North-Western Province, is in extent about 1 acre and 2 roods.

Further particulars from D. Jno. S. Goonewardene, Esq., Proctor, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, June 17, 1919.

Auction Sale of Valuable Coconut Property about 2½ miles from the Mirigama Railway Station.

UNDER decree in case No. 12,176, D. C., Negombo, entered in favour of the plaintiff Ana Runa Awanna Kannappa Chetty of Negombo, against the defendants (1) Warnakulasuriya Anthony Fernando and wife (2) Warnakulasuriya Agida Fernando, both of 2nd Division, Hunupitiya, in Negombo, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, declared bound and executable, by public auction, at the spot, at 4 P.M., on Saturday, July 12, 1919:—

All that divided portion marked lot No. 3 in (Plan No. 562 of the allotments of land called Bulugahalanda, Kahatagahalanda, Puwakwatta, and Kahatagahapuwakwatta, situate in the villages Elapitiyawa, Nawana, and Halpe, in Yatigaha pattu of Hapitigam korale, in the District of Negombo, Western Province, which said divided portion marked No. 3 is bounded on the north by land called Moragalkanda, east by lot No. 2 and canal separating the land of Peter Haramanis Appuhamy, south by road and canal, and west by lots Nos. 4 and 5; in extent 38 acres 1 rood and 15½ perches.

Further particulars from Messrs. Amerasinghe & Ranasinghe, Proctors and Notaries, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, June 16, 1919.

Auction Sale of Valuable Properties at Harakgalagama, Kodunnawa, and Jambugaswadiya, in the District of Negombo.

UNDER decree in case No. 13,253, D. C., Negombo, entered in favour of the plaintiff Kana Nana Chena Rawanna Mana Kannappa Chetty of Negombo, against the defendant Philippu Fernando Ramanaden Palle of Harakgalagama, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by bond No. 1,170, dated January 15, 1915, and attested by D. L. E. Amerasinghe, Notary, by public auction, at the respective spots, on Friday, July 18, 1919, to wit:—

At 2 P.M.

1. An undivided ½ share of the land called Ehetugahawatta, situate at Harakgalagama, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent about 4 acres.

At 3 P.M.

2. All that divided ½ share of the land called Ehetugahawatta, situate at Kodunnawa, in Dunagaha pattu aforesaid, which said ½ share is in extent 2 roods and 22½ perches.

At 4 P.M.

3. Out of the undivided ½ share of the ½ share of the land called Jambugahawatta, situate at Jambugaswadiya in Dunagaha pattu aforesaid, which said ½ share is in extent 1 acre 3 roods and 3 perches more or less, the undivided ½ share.

At 4.30 P.M.

4. Out of the undivided ½ share of the ½ share of the land called Jambugahawatta, situate at Jambugaswadiya aforesaid, which said ½ share is in extent 1 acre 3 roods and 3 perches, the undivided ½ share.

Further particulars from P. D. F. de Croos, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, June 17, 1919.

Auction Sale.

In the Court of Requests of Negombo.

Fredrick Perera Gunasekara Senanayaka of Kehelella Plaintiff
No. 23,659. Vs.

Hettiarachchige Gabriel Tissera Appuhamy of Delpakadawara Defendant.

UNDER decree in the above case, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction, at the

respective spots, on Saturday, July 12, 1919, commencing at 10 A.M., the under-mentioned properties, mortgaged by mortgage bond No. 2,698, dated November 17, 1912, attested by C. P. W. Jayatilaka, Notary Public, to wit:—

1. The undivided 1/25 share of the garden called Nagahawatta, situate at Delpakadawara, in Dunagaha pattuwa of the Alutkuru korale, in extent about 1 acre and 1 rood.

2. The undivided 1/10 share of the field called Iriyagahakumbura, situate at Delpakadawara aforesaid, in extent about 1 parrah of paddy sowing ground.

3. The undivided 1/20 share of a portion in extent about 1/2 an acre of the land Nagahawatta, situate at Delpakadawara aforesaid.

4. The undivided 1/10 share of the paddy field called Ihala Polgahakotuwa, situate at Delpakadawara aforesaid, in extent about 2 bushels of paddy sowing ground.

5. The undivided 1/20 share of the paddy field called Pahala Polgahakotuwa, situate at Delpakadawara aforesaid, in extent about 2 parrahs of paddy sowing ground.

For further particulars apply to Messrs. de Silva & Perera, Proctors, Negombo, or to me:

K. L. PEREIRA,
Auctioneer.

Negombo, June 16, 1919.

Auction Sale.

In the District Court of Negombo.

And Nana Sina Thana Rawanna Mana Sidambaram Chetty of Negombo Plaintiff.
No. 13,413. Vs.

Etige Alexander Silva of Katunayaka Defendant.

UNDER decree in the above case, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction, at the spot, at 10 A.M., on Friday, July 4, 1919, the under-mentioned property, mortgaged by mortgage bond No. 1,900, dated December 13, 1916, attested by D. L. E. Amarasinghe, Notary Public, to wit:—

All that portion of land called Ambagahawatupanguwa, situate at Ragama, in Ragam pattuwa of the Alutkuru korale, in Colombo District, in extent 3 roods and 31 perches, with the buildings standing thereon.

For further particulars apply to P. D. F. de Croos, Esq., Proctor and Notary, Negombo, or to me:

K. L. PEREIRA,
Auctioneer.

Negombo, June 16, 1919.

Auction Sale.

UNDER mortgage decree in D. C., Kandy, case No. 27,058 in favour of the plaintiff J. F. W. Gore of Sirimalawatta, against the defendants D. W. Seneviratne and another of Katugastota, I shall sell by public auction, at the spot, at 3.30 P.M., on Saturday, July 12, 1919, the following property, to wit:—

All that allotment of land situated at Katugastota road or Siyambalagastenna within the town and Municipality of Kandy, bearing present assessment No. 113, containing in extent about 6 square perches.

For further particulars apply to Messrs. Liesching & Lee, Proctors and Notaries, Kandy, or to me:—

A. R. WICKREMESEKERE,
Auctioneer.

No. 9, Malabar street, Kandy.

Auction Sale.

In the District Court of Colombo.

Chankosar of Calpotta street, Colombo Plaintiff.
No. 52,850. Vs.

A. Theambiah, executor of the last will and testament of the late T. K. Sivaram, Colombo Defendant.

UNDER and by virtue of the commission issued to me in the above case on May 21, 1919, from the District Judge of Colombo, I shall sell by public auction at the spot, on Saturday, July 19, 1919, commencing at 2 P.M., the

following property declared and specially bound and executable under decree in the said case:—

All that land called Pippiruppu registered in the thombo in the name of Alahi, wife of Kathiran, and in the name of others, situated at Manipay, in the parish of Manipay, in the division of Valikamam West, in the District of Jaffna, Northern Province, of the Island of Ceylon; containing in extent 69 lachams varagu culture and 9'kulies, with wells and plantations thereon; bounded on the north by the property of Saravanamuttu Murugesu Mudaliyar and of Annapillai, wife of Ariyaputhirar, on the east by the property belonging to the American Mission and to Annapillai, wife of Ariyaputhirar, on the south by the sandy street and by-lane, and on the west by the property of Thamavarathar Velupillai.

For title deeds apply to T. Kumaraswamy, Esq., Proctor, and Notary, Colombo, or to—

G. A. TISSEVERASINGHE,
Commissioner.

Jaffna, June 10, 1919.

Auction Sale of Land at Kokkuvil, in the District of Jaffna.

UNDER decree in case No. 12,101, D. C., Jaffna, entered in favour of the plaintiff A. R. A. R. S. M. Suppiah Naidu of Vannarponnai, against the defendant Kartigesu Chelliah of Hulftsdorp, Colombo, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned land by public auction on Saturday, July 19, 1919, at 3 P.M., on the spot:

Land situated at Kokkuvil called "Kothithidal," containing in extent 18 lachams varagu culture; and bounded on the east by the property belonging to Valliammai, wife of Sinnakkutty Vally, and to Mathan Sinnakkutty, on the north by property belonging to Thankam, wife of Nanny, and to Valliammai, wife of Murugar Sinnappu, on the west by property belonging to Vallippillai, wife of Arumigam Nagar, and Kandiah Kathiravelu, and by property belonging to the Pillaiyar temple, and on the south by road.

C. RASANAYAGAM,
Commissioner.

Auction Sale.

In the District Court of Kurunegala.

S. P. A. V. Kannappa Chetty, by attorney R. M. Dharmalingam Pillai of Narammala Plaintiff.
No. 7,269. Vs.

(1) Annanchakkarayalage Guruwa Naide, (2) ditto Tikira Naide, both of Leeniyawatta, in Dambadeni Udukaha korale west Defendants.

UNDER the decree entered in the above case, and by virtue of the order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property declared bound and executable under the said decree on July 12, 1919, commencing at 10.30 A.M., viz:—

1. An undivided 1/2 share towards the south of the land called Kapuwatta of about 5 seers kurakkan sowing, situate at Leniyawatta.

2. The exact 1/2 share towards the south of about 1 laha kurakkan sowing extent of Polambagahamulayawatta of about 2 lahas kurakkan sowing extent, situate at Narammala.

3. An undivided 1/2 share of Mahakumburewatta of about 2 lahas kurakkan sowing extent, situate at Leniyawatta.

For further particulars please apply to V. I. V. Gomis, Esq., or to me:

T. B. AMUNUGAMA,
Auctioneer.

June 10, 1919.

All Saints' Church, Hulftsdorp.

NOTICE is hereby given, in pursuance of section 10 of Ordinance No. 12 of 1846, that a meeting of the seat-holders of the Church of All Saints', Hulftsdorp, will be held at the Vestry of the said church on Sunday, July 6, 1919, at 5.45 P.M., to appoint a Trustee in place of Mr. John Andrew Perera, deceased.

8, College street,
June 10, 1919.

H. B. GOONATILAKA,
Incumbent.