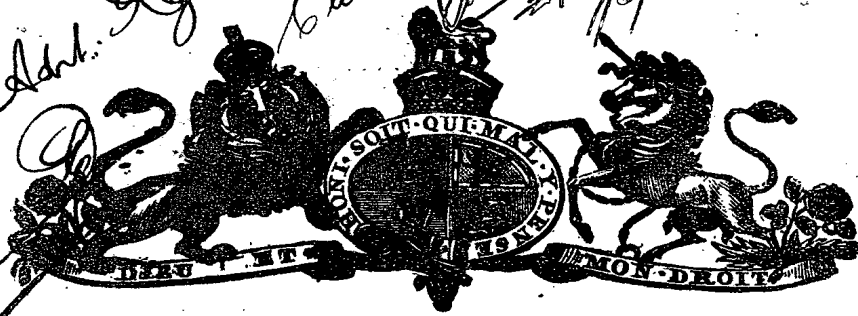


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Part I. — General.

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PROCLAMATIONS.

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

PROCLAMATION.

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

GRAEME THOMSON.

NOW know Ye that We, the Officer Administering the Government in Council, in exercise of the powers in Us vested by section 2 (1) of “The Cacao Thefts Prevention Ordinance, 1904,” do hereby declare that the said Ordinance shall be in force in the Udunuwara division of the Kandy District, within the limits set forth in the schedule hereto, as from and after June 1, 1920.

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

By His Excellency’s command,

GOD SAVE THE KING.

B. HORSBURGH,
Acting Colonial Secretary.

SCHEDULE.

Udunuwara Division in Kandy District.

- Boundaries:—
- East by Mahaweli-ganga and limit of Udapalata division.
 - West by the limit of Kegalla District.
 - South by the limit of Udapalata division.
 - North by Nanu-oya and limit of Yatinuwara division.

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

PROCLAMATION.

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

GRAEME THOMSON.

KNOW Ye that We, the Officer Administering the Government of Ceylon, in pursuance of section 4 of "The Treaty of Peace (Enforcement) Ordinance, No. 7 of 1920," do hereby proclaim that the notification mentioned in article 4 of the Treaty of Peace Order in Council, 1919, set out in the schedule to the said Ordinance, was given by His Majesty, to Germany, on the Twenty-third day of January, 1920.

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

By His Excellency's command,

GOD SAVE THE KING.

B. HORSBURGH,
Acting Colonial Secretary.

APPOINTMENTS, &c.

No. 178 of 1920.

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

Mr. M. KELWAY BAMBER to act as Director of Agriculture, with effect from May 15, 1920, until the return of Mr. STOCKDALE, or until further orders.

Mr. C. C. A. BRITO MUTTUNAYAGAM to act as a Crown Counsel for the Island, with effect from May 27, 1920, during the employment of Mr. M. T. AKBAR on other duty, or until further orders.

Mr. M. POTGER to act as District Judge, Commissioner of Requests, and Police Magistrate for the judicial division of Badulla-Haldummulla, *vice* Mr. T. W. ROBERTS, on May 24 and 25, 1920, or until the resumption of duties by that officer.

Mr. J. VANDENBERG to act as District Judge, Commissioner of Requests, and Police Magistrate, Ratnapura, *vice* Mr. H. J. V. EKANAYAKE, from May 29 to June 3, 1920, or until the resumption of duties by that officer.

Mr. N. J. MARTIN to be Additional District Judge, Commissioner of Requests, and Police Magistrate, Chilaw, with effect from June 1, 1920.

Notification No. 144 of 1920 is cancelled in so far as it concerns the appointment of Mr. N. J. MARTIN.

Mr. CYRIL JOSEPH to act as Police Magistrate, Colombo, and to be Additional District Judge and Additional Municipal Magistrate, Colombo, with effect from May 27, 1920, until the assumption of duties by Mr. N. J. LUDDINGTON.

Mr. S. A. MARTIN to act as Commissioner of Requests and Police Magistrate, Chilaw and Marawila; Additional District Judge, Chilaw; and Superintendent of the Chilaw Jail, *vice* Mr. L. L. HUNTER, from May 22, 1920, until further orders.

Mr. E. G. JONKLAAS to act as Additional Commissioner of Requests and Additional Police Magistrate, Campola, on May 26, 1920.

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, on May 29, 1920, or until the resumption of duties by that officer.

Lieut.-Commander G. F. HOLE, R.N., to act as Joint Police Magistrate, Colombo, *vice* Lieut.-Commander C. E. STAINER, R.N., on May 26, 1920, or until the resumption of duties by that officer.

Mr. M. K. T. SANDYS to be, in addition to his own duties, Additional Police Magistrate, Ratnapura, with effect from May 28, 1920, until further orders.

Mr. C. B. PRETTEJOHN to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton during the absence of Mr. S. JOHNSTON from the Island.

Mr. A. P. JUCKES to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton during the absence of Mr. L. A. WRIGHT from the Island.

Mr. C. DE E. COLLIN to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kurunegala.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, May 28, 1920. Acting Colonial Secretary.

No. 179 of 1920.

IT is hereby notified that Mr. J. R. AINSLIE is appointed as Assistant Conservator of Forests attached to the Headquarters, Forest Department, Kandy, with effect from June 1, 1920.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, May 28, 1920. Acting Colonial Secretary.

No. 180 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following promotion in the Ceylon Mounted Rifles:—

To be Lieutenant-Colonel.

Major LANCELOT BAYLY.

By His Excellency's command,

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

No. 181 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments in the Ceylon Medical Corps, to fill existing vacancies:—

To be Lieutenants.

Dr. MARCELLINE DE COSTA.

Dr. SINNATHAMBY CHELLIAH.

By His Excellency's command,

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

No. 182 of 1920.

WITH reference to the Notification No. 123 of 1920 appearing in the *Gazette* of April 23, 1920, the appointment of Mr. I. L. CAMERON as Justice of the Peace and Unofficial Police Magistrate should be for the Province of Sabaragamuwa instead of for the District of Kegalla.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, May 27, 1920. Acting Colonial Secretary.

No. 183 of 1920.

IT is hereby notified that, under instructions from the SECRETARY OF STATE FOR THE COLONIES, **HIS EXCELLENCY THE OFFICER ADMINISTERING THE**

By His Excellency's command,

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

GOVERNMENT has been pleased to recognize Mr. C. D. CAROLIS as Venezuelan Consul *ad honorem* in Ceylon. Notification No. 146 of 1920 appearing in the *Government Gazette* of May 7, 1920, is hereby cancelled.

By His Excellency's command,

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

No. 184 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 8 of Ordinance No. 8 of 1907, to nominate Rev. Father C. BEAUD to be a Member of the District School Committee, Jaffna, *vice* Rev. Father J. B. POULAIN, resigned.

By His Excellency's command,

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

No. 185 of 1920.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 8 of Ordinance No. 8 of 1907, to nominate Rev. A. LOCKWOOD to be a Member of the District School Committee, Batticaloa, *vice* Rev. W. C. BIRD.

By His Excellency's command,

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

No. 186 of 1920.

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

By His Excellency's command,

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

APPOINTMENTS, &c., OF REGISTRARS.

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

JOHN WILLIAM ARTHUR PERERA as Additional Registrar of Lands for the Colombo District, with effect from May 15, 1920, *vice* N. P. NILMALASURIYA, transferred.

ADRIAN ALWIS HAPUGODA as Additional Registrar of Lands, Kalutara District, with effect from May 20, 1920, *vice* H. L. D. DE SILVA, transferred.

AHAMADU LEBBE MARIKAR NOOR MOHAMED to act as Registrar of Lands, Hambantota District, holding office at Tangalla, for two weeks and three days from May 31, 1920, during the absence of the Registrar, M. A. L. SALGADO, on leave, or until further orders.

HENRY DEP to act as Registrar of Births and Deaths of Balangoda 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 May 22, 1920, *vice* Registrar, MARTINUS DEP, on leave. His office will be at the permanent Registrar's office in Balangoda.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, May 22, 1920. 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 HELASSAGE GILBERT PERERA to act as Registrar of Births and Deaths of Etul Kotte division, and of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for May 27, 1920, during the absence of the Registrar, CHARLES PETER DE PINTO, on leave. His office will be at Moragahawatta in Nugegoda.

The Additional Assistant Provincial Registrar, Colombo, has appointed SENARATNA MUDIYANSELAGE DON SIMON SENARATNA to act as Registrar of Births and Deaths of Radawana and Mandawala divisions, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, for seven days from May 18, 1920, during the absence of the Registrar, DANAGALA ATUKORALALAGE DON MENIS SAMARAWEERA, on leave. His office will be at Madugahawatta in Kannimahara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON BASTIAN SENANAYAKE to act as Registrar of Births and Deaths of Talpitiyabadda division, and of

Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, for seven days from May 21, 1920, during the absence of the Registrar, I. D. ARNOLIS, on sick leave. His office will be at Delgahawatta in Mahawila.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PETIKIRI ARACHCHIGE HENRY PETER GUNATILAKA to act as Registrar of Births and Deaths of Kumbuke division, and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, for May 27, 1920, during the absence of the Registrar, D. P. DASSANAYAKA, on leave. His office will be at Kahatagahawatta in Kumbuke.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON TELENIS RANASINHA to act as Registrar of Births and Deaths of Agalawatta division, and of Marriages (General) of Mahapattu north division, in the Kalutara District of the Western Province, for eight days from May 29, 1920, during the absence of the Registrar, J. WIJESUNDERA, on leave. His office will be at Dangedarawatta in Agalawatta.

The Assistant Provincial Registrar, Kandy, has appointed DAMUNUPOLA ATAUDE HERAT MUDIYANSELE DINGIRI BANDA to act as Registrar of Births and Deaths, and of Marriages (General) of Tumpane No. 2 division, in the Kandy District of the Central Province, for sixteen days from May 24, 1920, during the absence of the Registrar, A. H. M. KIRI BANDA, on leave. His office will be at Ataudagawatta in Damunupola.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed DAMBAGOLLEGEDERA KIRIWANTE to act as Registrar of Births and Deaths of Udalapata in Walapane division, and of Marriages (General) of Walapane division, excluding the portion included in gravets division, in the Nuwara Eliya District of the Central Province, for three days from May 14, 1920, during the absence of the Registrar, W. M. K. BANDA, on leave. His office will be at Nildandahinna.

The Assistant Provincial Registrar, Matale, has appointed DASANAYAKA MUDIYANSELA TIKIRI BANDA to act as Registrar of Births and Deaths of Wagapanaha Udasiya pattu division, and of Marriages (General) of Matale North division, in the Matale District of the Central Province, for three weeks from May 14, 1920, during the absence of the Registrar, D. M. KIRI BANDA, on leave. His office will be at Peragahamada Dambagahumulawatta in Nalanda; station: Dambagahumulawatta in Naula.

The Assistant Provincial Registrar, Galle, has appointed WIRAKKODI BERNARD MEDONSA WIJERAMA to act as Registrar of Births and Deaths of Kosgoda division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for eleven days from May 15, 1920, during the absence of the Registrar, D. A. DE Z. JAYATILAKA, on leave. His office will be at Bogahaliyaddewatta in Nape at Kosgoda.

The Assistant Provincial Registrar, Matara, has appointed GANGODAGAMAGE DAVID DIAS GUNASEKERA to act as Registrar of Births and Deaths of Midigama division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for thirty days from May 14, 1920, during the absence of the Registrar, G. D. A. DE SILVA, on leave. His offices will be at Dammalagegahalalhenewatta in Midigama and Dediya-galagewatta in Hettiweediya, Weligama.

The Assistant Provincial Registrar, Matara, has appointed RICHARD FRANCIS WEERASINGHE to act as Deputy Medical Registrar of Births and Deaths of Weligama town division, in the Matara District of the Southern Province, for ten days from May 17, 1920, during the absence of the Deputy Medical Registrar, A. M. H. DE SILVA, on leave. His office will be at the Government Dispensary, Weligama.

The Additional Assistant Provincial Registrar, Matara, has appointed DON HENDRICK WICKREMASINGHE GAMAPATIRANA to act as Registrar of Births and Deaths of Aturaliya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern

Province, for three days from May 20, 1920, during the absence of the Registrar, D. D. W. GAMAPATIRANA, on leave. His office will be at Yahalewatta in Karagoda Uyangoda.

The Additional Assistant Provincial Registrar, Matara, has appointed JAYAWEERA MUHANDIRAMGE JEERIS WILMOT to act as Registrar of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern Province, for five days from May 26, 1920, during the absence of the Registrar, J. M. D. CAROLIS, on leave. His office will be at Bakmeegahawatta in Pamburana.

The Additional Assistant Provincial Registrar, Hambantota, has appointed WILLIAM ABAYASIRI SAMARANAYAKA to act as Registrar of Births and Deaths of Walasmulla Lower division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for four days from May 19, 1920, during the absence of the Registrar, D. D. ABEYWICKRAMA, on leave. His office will be at Egodawatta in Okewela.

The Additional Assistant Provincial Registrar, Hambantota, has appointed NICHOLAS UBEYSIN JAYAWARDANA to act as Registrar of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for six days from May 24, 1920, during the absence of the Registrar, N. D. A. EDIRISINHA, on leave. His office will be at House No. 29, Ihalakoratuwa, in Tangalla.

The Assistant Provincial Registrar, Jaffna District, has appointed ANANTAR MATAPPAPILLAI to act as Registrar of Births and Deaths of Tunukkay division, and of Marriages (General) of Tunukkay division, in the Jaffna District of the Northern Province, for thirty days from May 15, 1920, during the absence of the Registrar, A. ANANTAR, on leave. His office will be at Puliyadivalavu in Alankulam.

The Assistant Provincial Registrar, Jaffna District, has appointed VAYITTIYANATAR MARUTAIYINAR to act as Registrar of Births and Deaths of Analaitivu division, in the Jaffna District of the Northern Province, for thirty days from May 15, 1920, during the absence of the Registrar, V. VAYITTIYANATAR, on leave. His office will be at Chakkakkadu in Analaitivu.

The Assistant Provincial Registrar, Jaffna District, has appointed TAMOTARAR TAMPILAIYA to act as Registrar of Births and Deaths of Karachchi division, in the Jaffna District of the Northern Province, for eleven days from May 17, 1920, during the absence of the Registrar, T. KANAPATIPILLAI, on leave. His office will be at Karaiyan-tarai in Velikkandal; station: Elephant Pass market in Navatkokkaddiyan.

The Assistant Provincial Registrar, Jaffna District, has appointed RAMALINGAM SUPPIRAMANIYAR SAPAPATIPILLAI to act as Registrar of Births and Deaths of Chavakachcheri division, and of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for three weeks from May 23, 1920, during the absence of the Registrar, R. SUPPIRAMANIYAM, resigned. His office will be at Punkankonivalavu in Chavakachcheri; station: Koddaiyodumadduvalavu in Charasalai.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw, has appointed RUPESINGHE WICKRAMANAYAKE to act as Registrar of Births and Deaths of Anavilundan and Munnessaram pattus south of Deduru-oya division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for two weeks from April 10, 1920, during the absence of the Registrar, P. J. APPUHAMY, on leave. His office will be at the permanent Registrar's residence at Munnessaram.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw, has appointed RUPESINGHE WICKRAMANAYAKE to act as Registrar of Births and Deaths of Anavilundan and Munnessaram pattus south of Deduru-oya division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for thirty days from April 24, 1920, during the absence of the Registrar, P. J. APPUHAMY, on leave. His office will be at the permanent Registrar's residence at Munnessaram.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw, has appointed RUPESINGHE WICKRAMANAYAKE to act as Registrar of Births and Deaths of Anavilundan and Munnessaram pattus south of Deduru oya division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for thirty days from May 24, 1920, during the absence of the Registrar, P. J. APPUHAMY, on leave. His office will be at the permanent Registrar's residence at Munnessaram.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw, has appointed GAMARALALAGE UNGURALA to act as Registrar of Births and Deaths of Yagam pattu north division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for nine days from May 29, 1920, during the absence of the Registrar, S. P. GOONETILLEKE, on leave. His office will be at Daminnagahawatta in Bingiriya.

The Additional Assistant Provincial Registrar, Puttalam, has appointed CHRISTOPHER DE ROSAIO, Udaiyar of Kattaikadu, to act as Registrar of Births and Deaths of Akkaraipattu south, Southern division, and of Marriages (General) of Akkaraipattu south division, in the Puttalam District of the North-Western Province, for thirty days from May 21, 1920, *vice* Registrar, W. B. MUTTUKUMARU, resigned. His office will be at Rajatottam in Kattaikadu.

The Assistant Provincial Registrar, Badulla District, has appointed TIKIRIWANNIUNNEHELAGE APPUHAMY to act as Registrar of Births and Deaths of Mahawedirata division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for nineteen days from April 12, 1920, during the absence of the Registrar, T. W. U. BANDA, on sick leave. His office will be at Kandaudapanguwa.

Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

IN view of the recent decision as to the exchange value of the rupee, the Government of Ceylon have decided that the rate of Rs. 10 to the £ should be adopted for conversion of sterling transactions into rupees and *vice versa* in all Government accounts and statistics, with effect from October 1 this year. The Estimates for next year will be prepared on the basis of Rs. 10 rate. The new rate of Rs. 10 to the £ will also be adopted as far as practicable in all official documents and correspondence from October 1 this year.

Gold coin, however, will continue, until further orders, to be valued at Rs. 15 to the £ in all Government accounts and returns, inclusive of the accounts of the Ceylon Currency Commissioners.

Colonial Secretary's Office,
Colombo, May 26, 1920.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

A MEETING of the Legislative Council will be held at the Council Chamber, Colombo, on Monday, June 28, 1920, at 2.30 P.M.

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

By His Excellency's command,

W. T. SOUTHORN,
Clerk to the Council.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

NOTICE is hereby given that His Excellency the Officer Administering the Government, in exercise of the powers vested in him by section 34 of "The Cemeteries and Burials Ordinance, 1899," and on the recommendation of the "proper authority," to wit, the Government Agent, Western Province, made under the said section 34, has approved of the allotments of land set out in the schedule hereto being provided and used as burial grounds from the date hereof.

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

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

SCHEDULE.

1. Lots 2, 3, 4, 5, and 6 in preliminary plan 17,137.
Name of land: Kandehena.
Situation: Ellamulla, Udugaha pattuwa, Siyane korale east, Colombo District.
Boundaries: north, Polwatte claimed by L. Sangitta; east, Kandehena claimed by Mrs. J. P. Obeyesekere; south, Meewetiya burial ground; west, field.
Extent: 1 acre and 25 perches.
Community: communal burial ground.
2. Name of land: Weymouth estate burial ground.
Situation: Udagama, Medapattuwa, Hewagam korale, Colombo District.

- Boundaries: north, Develkumbura of V. Davit Appu; east, Weymouth estate; south, estate road and Weymouth estate; west, garden belonging to S. Andronis and Weymouth estate.
Extent: 1 rood and 10 perches.
Community: estate burial ground.
3. Name of land: Black Pearl estate burial ground.
Situation: Watareka, Medapattuwa, Hewagam korale, Colombo District.
Boundaries: north and east, Koshena estate; south and west, Black Pearl estate.
Extent: 2 roods.
Community: estate burial ground.

"THE STAMP ORDINANCE, 1909."

IT is hereby notified that His Excellency the Officer Administering the Government, with the advice of the Executive Council, has, by virtue of the powers by section 5, sub-section (1) (c), of "The Stamp Ordinance, 1909," on him conferred, authorized the following Joint Stock Companies, incorporated under the Joint Stock Companies Ordinances, to compound for the payment of stamp duty on share certificates specified in Schedule B of "The Stamp (Amendment) Ordinance, No. 10 of 1919," on the conditions set out in section 5 aforesaid, sub-sections 1 (c), (ii), (iii), and (iv).

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

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

COMPANIES REFERRED TO.

The Watapota Rubber and Tea Estates, Limited.
Coreen Estates, Limited.

"THE CEYLON MEDICAL COLLEGE ORDINANCE, 1905."

RULES made by the Council of the Ceylon Medical College, under section 14 of "The Ceylon Medical College Ordinance, 1905," and approved by His Excellency the Officer Administering the Government and the Executive Council, with effect from October 1, 1920:—

That the Examiners who conduct the various Examinations of the Ceylon Medical College shall be remunerated, and that the following scale of remuneration shall be fixed for that purpose:—

		Rs.
<i>Medical.</i>		
(a) Setting a written examination paper, for each question set	.. .. .	10
(b) Examining a written paper, for each paper examined	.. .. .	2
(c) Conducting practical examinations, for each candidate	.. .. .	2
(d) Conducting practical examinations for final students, per candidate	.. .. .	3
(e) Conducting oral examinations, per candidate	.. .. .	2
(f) Conducting oral examinations for final students, per candidate	.. .. .	3
(g) Supervising at written examinations—		
(1) 3 hours paper	.. .. .	15
(2) 2 hours paper	.. .. .	10
<i>Apothecary.</i>		
(a) Setting a written examination paper, for each question set	.. .. .	5
(b) Examining a written paper	.. .. .	1
(c) Conducting practical examinations, each candidate	.. .. .	1
(d) Conducting oral examinations, each candidate	.. .. .	1
(e) Supervising at written examinations—		
(1) 3 hours paper	.. .. .	15
(2) 2 hours paper	.. .. .	10

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

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

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

AMENDMENT made by His Excellency the Officer Administering the Government in Executive Council, under sub-section (1) of section 62 of "The Municipal Councils Ordinance, 1910," to the rules for the grant of pensions and gratuities to officers and servants of the Colombo Municipality, published by Notification dated October 26, 1910.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, May 26, 1920.

AMENDMENT REFERRED TO.

To rule 2 add the following:—

2. (v.) The Municipal Council may grant temporary increases of pension, with effect from January 1, 1920, for such period or periods as the Council may from time to time determine in accordance with the following scale A to the under-mentioned retired officers B:—

A.		An increase of—
Under Rs. 500	.. .. .	33 per cent.
From Rs. 500 to under Rs. 1,000	.. .. .	25 "
From Rs. 1,000 to under Rs. 2,000	.. .. .	20 "

B.

List of Pensions and Temporary Increases to the Pensioners of the Colombo Municipal Council residing in the Colony.

Name of Officer.	Pension for 1920.		Rate of Temporary Increase.		Amount of Temporary Increase per Annum.	
	Rs.	c.	Per cent.	Rs.	c.	
1. A. Raffel	1,487	33	20	297	46	
3. J. B. Drieberg	1,250	0	20	250	0	
4. C. E. Don	312	0	33	102	96	
5. H. Ondatjee	317	28	33	104	70	
6. A. Wienman	163	56	33	53	97	
7. J. A. LaBrooy	433	32	33	142	99	
8. P. Silva	433	32	33	142	99	
9. John Silva	993	26	25	248	31	
10. K. L. G. Silva	673	32	25	168	33	
11. H. M. Alwis	450	0	33	148	50	
12. J. A. Rodrigo	240	0	33	79	20	
14. D. H. Hendrick	9	0	33	2	97	
15. H. W. R. Goonewardene	840	0	25	210	0	
17. R. Junkeer	153	70	33	50	72	
18. E. G. LaBrooy	1,900	0	20	380	0	
20. W. A. Soysa	50	40	33	16	63	

Name of Officer.	Pension for 1920.		Rrte of Temporary Increase.		Amount of Temporary Increase per Annum.	
	Rs.	c.	Per cent.	Rs.	c.	
21. E. Nelson	1,586	0	20	317	20	
22. J. A. Appu Singho	32	50	33	10	72	
23. D. F. Jayatilleke	122	66	33	40	47	
24. R. G. Junkeer	186	0	33	61	38	
25. V. S. Kitchilan	486	0	33	160	38	
27. Cornelis Silva	236	0	33	77	88	
28. S. W. Gomes	342	0	33	112	86	
29. A. Huraira	430	95	33	142	21	
30. M. A. Don Charles	66	66	33	21	99	
31. L. Adjie	90	0	33	29	70	
32. S. Tegal	84	0	33	27	72	
33. B. Fonseka	125	0	33	41	25	
34. Andris Appu	64	48	33	21	27	
35. B. C. Lye	105	0	33	34	65	
36. Marthelis Perera	60	0	33	19	80	
37. T. A. Akbar	378	0	33	124	74	
38. G. E. R. Gunawardene	784	0	25	196	0	
39. A. C. Solomonsz	1,152	0	20	230	40	
40. P. J. Perera	221	0	33	72	93	
41. F. Ginger	791	60	25	197	90	
42. Sarnelis	85	0	33	28	5	
43. W. B. A. Fernando	425	0	33	140	25	
L. A. Fernando	637	20	25	159	30*	

Long Service Allowances.

46. Anthoney	60	0	33	19	80
47. Innasi	60	0	33	19	80
48. Miguel	60	0	33	19	80
49. Sevasthian Karuppie	60	0	33	19	80
	100	0	33	33	0

4,780 98

* Pension from April 1, 1920.

IT is hereby notified to all Heads of Departments that it is the desire of His Excellency the Officer Administering the Government that all members of the Ceylon Defence Force in the employment of Government should be granted leave of absence on full pay, which will be counted as absence on duty and not as absence on leave, from July 3 to 16, 1920, inclusive, to permit of their attendance at the Annual Camp of Instruction at Diyatalawa.

Colonial Secretary's Office,
Colombo, March 30, 1920.

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

"THE VEHICLES ORDINANCE, NO. 4 OF 1916."

IT is hereby notified for general information that the roads mentioned in the schedule hereunto annexed are suitable for use by "lorries" (as defined in by-law 1 (2) of the by-laws published in the *Government Gazette* of December 15, 1916, as amended by Proclamation dated July 13, 1917), subject to their compliance with the regulations governing the use of motor cars, motor lorries, and motor cycles, and with the modified conditions specified in the schedule referred to.

2. All schedules to previous Notifications are hereby cancelled.

Colonial Secretary's Office,
Colombo, May 24, 1920.

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

SCHEDULE.

Province of Sabaragamuwa.		Weight allowed Tons.
1. Roads on which there is no objection to motor lorries being run under the regulations:—		
<i>Western Province.</i>		
Colombo-Kandy road.		
Horana-Alutgama road (with the exception of the Anguruwatota ferry and Welipenne bridge on 22nd mile).		
Colombo-Kalutara-Bentota road (with the exception of the Digarolla bridge).		
Colombo-Avissawella road (<i>via</i> Urugodawatta).		
<i>Central Province.</i>		
Talawakele-Agrapatana road.		
Gampola-Pussellawa road (with the exception of Gampola bridge).		
Pupuressa road.		
Tispane road.		
Kandy-Deltota road.		
Kandy-Rangalla road <i>via</i> Dumbara Valley, Rajawella, and Teldeniya.		
Nawalapitiya-Kotmale road.		
Dotale road.		
Wattegama <i>via</i> Teldeniya to Nugatonna Gap.		
Wattegama Railway Station <i>via</i> Madulkele up to Huluganga bridge.		
Talawakele to Watagoda up to the turn off to Watagoda Factory.		
Gampola-Nawalapitiya road.		
Nawalapitiya-Hatton road up to the 5th mile.		
Hatton-Talawakele road.		
Hatton-Norwood bridge road.		
Bathford Valley road.		
Annfield road.		
<i>Southern Province.</i>		
Matara-Deniyaya road.		
Deniyaya-Hayes road.		
Colombo-Matara road (within the Municipal limits of Galle).		
Galle-Udugama road.		
Galle-Akuressa road.		
<i>Province of Uva.</i>		
Bandarawela-Badulla road.		
Badulla-Bibile road.		
Spring Valley road.		
Bandarawela-Haputale road.		
Kumbalwella-Passara road.		
Bandarawela-Leangahawela road.		
Dikwella-Madulla road.		
Haldummulla-Haputale road.		
Koslanda-Haldummulla road.		
Passara-Madulsima road.		
Bandarawela-Wellimada road.		
Moneragala-Wellawaya road.		
<i>Province of Sabaragamuwa.</i>		
Colombo-Kandy road.		
Ratnapura-Kuruwita road (<i>via</i> Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).		
Pelmadulla-Rakwana road.		
Ratnapura-Balangoda road (<i>via</i> Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).		
Polgahawela-Kegalla road.		
Karawanella-Glenalla road.		
2. Roads on which there is no objection to motor lorries being run under modified conditions as to total weights stated:—		
<i>Western Province.</i>		
Nambapana road .. 3		
Katukurunda-Nagoda-Matugama road 3		
Nagoda-Neboda road .. 3		
Tebuwana-Anguruwatota road .. 3		
Labugama road .. 4½		
Horawala-Moragala road .. 4½		
Veyangoda-Ruanwella road .. 4½		
Road from Mirigama Railway Station up to but not across Giriulla bridge 4		
Colombo <i>via</i> Negombo and Marawila to Madampe (except Toppu bridge) 3½		
Negombo <i>via</i> Dankotuwa and Giriulla to Narammala (except Toppu bridge) .. 3½		
<i>Central Province.</i>		
Kandy-Matale road .. 3		
Matale-Dambulla road .. 3		
Nawalapitiya-Dolosbage road .. 3		
Craighead-Somerset road .. 3		
Tawalantenna-Pundaluoya-Watagoda road .. 3		
Lindula-Nanuoya road .. 3		
Doltota-Hewaheta-Rikiligasgoda road 4½		
Glenugie-Upcot road .. 3		
Maskeliya road: Norwood bridge to Moray .. 3		
Maskeliya road: Maskeliya to Cruden Dikoya bridge-Norwood bridge to Kotiyagala Bazaar .. 4½		
Kotiyagala Bazaar to Campion .. 3		
Dimbula-Dikoya road .. 3		
Gorge Valley road up to the bridge on Henford estate .. 4½		
Wallaha road .. 3		
Iriyagama-Aladeniya road, 2nd to 6th mile .. 3		
Kandy-Padiyapellella-Mulhalkete road (with the exception of Mulhalkete bridge) .. 4½		
Rattota road .. 3		
Nanu-oya Station to Nuwara Eliya .. 4½		
Nuwara Eliya to Ramboda .. 4½		
<i>Province of Uva.</i>		
Muppene-Hambantota road .. 3		
Bibile-Batticaloa road .. 3		
Wellimada to Nuwara Eliya .. 4½		
<i>Province of Sabaragamuwa.</i>		
Avisawella-Ratnapura road .. 3		
Yatiantota-Kitulgala road .. 4½		
Yatiantota-Polatagama road .. 3		
Yatiantota-Ardross road .. 3		
Kegalla-Bulatkohupitiya road .. 3		
Rambukkana-Aranayaka road .. 3		
Avisawella-Yatiantota road, except bridge on 41st mile .. 4½		
Veyangoda-Ruanwella road .. 4½		
Kendangamuwa-Woodend road .. 4½		
Balangoda-Chetnole road .. 4½		
Malwala ferry road .. 4½		
Road to Hemmingford estate .. 4½		
Karandupone-Rambukkana road .. 3		
Dela-Karawita road .. 3		

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

HIS Excellency the Officer Administering the Government has been pleased to nominate Mr. T. Walloppillai (nominated by the Ratnapura Local Board), to be a Member of the Excise Advisory Committee for the Ratnapura Local Board Area, *vice* Mr. C. Ellawala.

Colonial Secretary's Office,
Colombo, May 24, 1920.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

THE following rules regarding mechanically propelled vehicles made by the proper authority of every province, district, or town within the Island, under the provisions of "The Vehicles Ordinance, No. 4 of 1916," are published for general information.

Colonial Secretary's Office,
Colombo, May 14, 1920.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

RULES REFERRED TO.

1. The proper authority will nominate persons who are possessed of the necessary qualifications to act as examiners of mechanically propelled vehicles in any province, district, or town.

2. Such examiners shall not charge fees in excess of the following scale:—

	Rs.
(a) For the examination of one vehicle for a license, and furnishing a certificate ..	10
(b) For the re-examination of the same vehicle and report thereon ..	5
(c) For the examination of a vehicle already licensed and report thereon ..	5

3. In every application for the license of a mechanically propelled vehicle which is to be used for the purpose of conveying or transporting by land passengers, goods, produce, or merchandise from any place to any other place for hire or reward, the declaration of ownership in the Form A in the 2nd Schedule of the Ordinance shall contain words indicating that the vehicle is one which is propelled mechanically.

4. Upon any such application being made the proper authority may require the owner of such vehicle to produce it for inspection at a stated time and place, and may refuse to consider such application till the production of the said vehicle, or the proper authority may furnish the applicant with a list of examiners of mechanically propelled vehicles in the district or town, and require the applicant to produce a certificate in the form set out in schedule of these rules.

5. If an examiner finds any such vehicle unfit for the purpose for which the license is applied for, unless certain adjustments, requirements, or alterations are made, he shall enter in the certificate in the space provided what adjustments, requirements, or alterations he considers are necessary to be made.

6. If a license be refused upon the report of an examiner that a vehicle is not in good order and fit to be hired for the purpose for which the license is applied for, unless certain adjustments, requirements, or alterations are made, the applicant may rectify the defects indicated by the examiner and submit a further application for a license with a further report from the same examiner, or some other examiner if the same examiner is not available.

7. If an examiner finds a vehicle finally and definitely unfit to be hired for the purpose for which the license is applied for, he shall, in addition to the information supplied to the local authority, give information of the fact to the Registrar of Motor Cars indicating at the same time the registered number of such vehicle, and the Registrar of Motor Cars shall send a copy of the report of the examiner to all the proper authorities in the Island for their guidance.

8. Upon a requisition by the proper authority that the owner of any such licensed vehicle shall produce the same for a fresh examination before a named examiner and at a stated time and place.

(a) If the owner should fail to produce such vehicle in terms of such order, the proper authority may, in his discretion, cancel, withdraw, or suspend the license;

(b) If the examiner shall report that the vehicle is not being kept in good order and condition, or that it is out of repair and unfit to be used for the purpose for which it was licensed, the proper authority may withdraw the license until such time as the vehicle is reported to be fit, and may call upon the owner to carry out such repairs, adjustments, or alterations as may be indicated by the examiner; and

(c) If the owner of any such licensed vehicle fails, within a reasonable time, to carry out the repairs, adjustments, or alterations indicated by the examiner, the proper authority may cancel the license issued.

SCHEDULE I.

Rule No. 4 framed under Section 18 of Ordinance No. 4 of 1916.

Application for a Motor Car to be Licensed to Ply for Hire.

Note.—Items 1–7 to be filled in by applicant and form to be then taken by applicant to examiner with car.

Items 8–14 to be filled in by examiner and delivered to applicant to be returned to licensing authority.

1. Index mark and number on the identification plates on the motor car: _____.

2. Full name and address of owner: _____.

3. (a) Description or type of car: _____.

(b) Date of manufacture: _____.

(c) Manufacturer's number: _____.

4. Weight unladen: _____.

5. Is license desired for conveyance of goods, or for conveyance of passengers, or both: _____.

6. If license to convey goods, weight of goods that it is desired may be conveyed: _____.

7. If license to carry passengers, number of passengers including driver and conductor it is desired may be carried: _____.

8. Is the car in design and construction (with special reference to centre of gravity and strength of parts in the case of a car originally built for other purposes), fit to be used for the purpose intended in the district in which license to ply for hire is desired? _____.

9. If car to be licensed to carry goods, maximum weight of goods permissible: _____.

10. If car to be licensed to carry passengers, maximum number of passengers permissible, including driver and conductor (so that the vehicle when fully loaded and equipped, including weight of passengers, driver, and conductor does not weigh more than 3 tons. Allow 8 stones (or 1 cwt.) as weight of each person): _____.

Note.—Any motor vehicle weighing over 3 tons when fully loaded and equipped is, so far as speed regulations are concerned, a motor lorry, and may only proceed at a speed not exceeding 8 miles an hour on roads declared suitable for motor lorries.

11. Condition of car—

(a) Engine: _____.

(b) Wheels and axles: _____.

(c) Control and steering: _____.

(d) Brakes: Is power of brakes sufficient or otherwise (in relation to the weight of the vehicle and the weight of goods or the number of passengers to be carried especially the case of a car originally built for other purposes): _____.

(e) Carriage or body: _____.

(f) Alterations on original design (if any): _____.

(g) Defects (if any): _____.

12. Whether car is generally fit to be hired for the purpose intended: _____.

13. If car found unfit, adjustments, requirements, or alterations necessary: _____.

14. If car found unfit at first examination report of examiner after re-examination: _____.

Date: _____.

Signature of Examiner.

IT is hereby notified that an examination under the regulations of October 2, 1916, for gentlemen in the Civil Service will be held in the Council Chamber on Monday, July 12, 1920, at 10.30 A.M., and following days, namely :—

Monday, July 12	.. Sinhalese	Thursday, July 15	.. Law and Accounts
Tuesday, July 13	.. Law	Friday, July 16	.. Tamil
Wednesday, July 14	.. Law		

If necessary, the examination in Tamil will be extended to Saturday, July 17, 1920.

The examination for officers in the Police Department and the Forest Department, and the *vidá voce* examination in the native languages for officers in the Public Works Department, the Irrigation Department, the Railway Department, and the Harbour Engineer's Department, will be held at the same time and place.

Candidates are required to send in their names so as to reach this office not later than June 20, 1920.

Gentlemen in the Civil Service should state in their applications whether they are presenting themselves for the first or second examination, and whether they intend taking up Sinhalese or Tamil.

The hours of examination will be from 10.30 A.M. to 1.30 P.M. and from 2 P.M. to 5 P.M., exclusive of the *vidá voce* examinations, which will be specially arranged for.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 14, 1920.

B. HORSBURGH,
Acting Colonial Secretary.

Notice under Rule 9 of Schedule I. of Ordinance No. 13 of 1910.

ALL persons desirous of having their names inserted in the Register of Voters for any Electorate must forward their claims before the First day of September, 1920.

2. Claims relating to the Burgher Electorate must be forwarded to the Government Agent, Western Province, who is the Registering Officer for that Electorate.

3. Claims relating to any other Electorate must be forwarded to the Registering Officer, *i.e.*, the Government Agent or the Assistant Government Agent, of the Electoral District within which the claimant resides.

4. Every claim must be signed by the claimant, and must contain the following particulars, namely :—

- (i.) The electorate in respect of which the claim is made.
- (ii.) The name in full of the claimant.
- (iii.) The claimant's address and occupation.
- (iv.) The claimant's age at his last birthday.
- (v.) The qualification in virtue of which a vote is claimed.

Every claim may be in the following form :—

To the Registering Officer of the Electoral District of _____.

I claim to have my name inserted in the list of persons entitled to vote for the Election of a Member to represent the* _____ Electorate.

The following are the particulars of my qualifications :—

Name in full : _____.

Address and occupation : _____.

Age last birthday : _____.

Qualifications : † _____.

(Signed) A. B.,

Dated the _____ day of _____, 192—.

Claimant.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 14, 1920.

B. HORSBURGH,
Acting Colonial Secretary.

* State whether European (Urban), European (Rural), Ceylonese, or Burgher.

† In the case of claims in respect of the Burgher Electorate, it should be stated whether the claim is in virtue of a qualification under section 14 (a) or section 14 (b) :—

14 (a) Are the descendants in the male line of Europeans who, on or before the Fifteenth day of February, 1796, were in the service or under the rule of the Dutch East India Company in Ceylon, or if they are descended from any such descendant in the female line by marriage with a European ; or

(b) Are of legitimate birth, and are descended in the female line from any such descendant as aforesaid, and are able to read, write, and speak the English language.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for transporting salt from the pans, Chiviyateru, to the General Stores, Karaiur, Jaffna, by bullock carts, all the salt to be collected at Chiviyateru during 1920.

2. All tenders should be in duplicate and sealed and should be addressed to (a) the Government Agent, Northern Province, Jaffna (original tenders); (b) the Controller of Revenue, Colombo (duplicate tenders).

3. Tenders should be marked "Tender for Transporting Salt, Chiviyateru," in the left hand top corner of the envelope, and should reach the offices of the Government Agent, Northern Province, Jaffna, and the Controller of Revenue not later than midday on Tuesday June 22, 1920.

4. The tenders are to be made upon forms which will be supplied upon application at the Jaffna Kacheheri, 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.

5. A deposit of Rs. 50 will be required to be made at 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 Government Agent, 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.

6. 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.

7. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of each bond, and all other necessary information, can be ascertained upon application at the Jaffna Kacheheri.

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

9. 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.

Jaffna Kacheheri,
May 22, 1920.

M. PRASARD,
for Government Agent.

TENDERS are invited for the lease for one year from date of acceptance of the tender of all the coconut trees (600 in number more or less) and miscellaneous fruit trees and cinnamon in bearing and standing on Government Dairy land situated in the village Narahenpita, in Palle pattuwa of Salpiti korale, in the District of Colombo.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Superintendent, Government Dairy, Colombo.

3. Tenders should either be deposited in the Office of the Superintendent, Government Dairy, or be sent through the post.

4. Tenders should be marked "Tender for the Lease of Coconut Trees" in the left hand corner of the envelope, and should reach the Office of the Superintendent, Government Dairy, not later than midday on Saturday, June 12, 1920.

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

6. A deposit of Rs. 10 will be required to be made either at the Treasury or Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be a month's rent in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

9. The contract is on no account to be assigned or sublet without the authority of the Superintendent, Government Dairy.

10. One month's notice on either side to terminate lease before day of expiry.

11. The Superintendent, Government Dairy, has the right to cut down trees, whenever necessary, without compensation, but will grant a proportionate reduction in rental.

12. The trees cannot be tapped for toddy or sublet by tenderer, and must not be damaged.

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

14. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled, and any offers received containing conditions not mentioned herein will be rejected without question.

15. 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.

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

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

E. T. HOOLE,
Acting Superintendent, Government Dairy.

Office of the Superintendent, Government Dairy,
Colombo, May 26, 1920.

TENDERS are hereby invited for the supply of provisions to jail at Hulftsdorp for the period commencing from the date of acceptance of the tender and terminating on September 30, 1921.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.
3. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post.
4. Tenders should be marked "Tender for the supply of provisions to the Hulftsdorp 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 June 29, 1920.
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, 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 of Rs. 100 will be required to be made either at the Treasury or at any Kacheheri, 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; also to furnish with each tender a letter in duplicate signed by two responsible persons, whose addresses must be given, engaging to become an additional security for the due performance of the contract. The amount deposited for tender forms will form part of the security.
9. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Principal Civil Medical Officer and Inspector-General of Hospitals. Sanction will not be given for any transfers, including powers of attorney, in favour of persons in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.
10. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.
11. The 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.
13. Any further information can be obtained on application to the Inspector-General of Prisons, Colombo, or to the Superintendent of the jail concerned.

WALTER H. ROBINSON, Major;
Acting Inspector-General of Prisons

Colombo, May 25, 1920.

Colombo, May 20, 1920.

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

Schedule referred to.

TENDERS are hereby invited for the services named in the schedule hereunder for the period commencing from October 1, 1920, and terminating on September 30, 1921.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.
3. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post.
4. Tenders should be marked "Tender for Diets, — Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 15, 1920.

Services.	Tender Deposit. Rs.	Security. Rs.
Supply of cooked provisions, with milk, to the following Institutions—		
Buttala Hospital ..	200	400
Chilaw Hospital ..	100	200
Dandagamuwa Hospital ..	100	200
Koslanda Hospital ..	100	200
Kurunegala Hospital ..	500	1,000
Lunugala Hospital ..	200	400
Marawila Hospital ..	200	400
Medagama Hospital ..	200	400
Mihintale Hospital ..	100	200
Moneragala Hospital ..	100	200
Nikaweratiya Hospital ..	100	200
Puttalam Hospital ..	200	400

SALES OF UNSERVICEABLE ARTICLES, &c.

THE following confiscated articles will be sold by public auction at 2 P.M. on Friday, June 4, 1920, at this court :—

Case No.	Description.	Case No.	Description.
18,899	.. 2½ bushels of rice	19,139	.. 5 measures of rice
18,937	.. 2¼ measures of rice	19,154	.. 2¾ measures of rice
19,091	.. 2 measures of rice	19,194	.. 6 measures of rice
19,101	.. ¾ measures of rice	19,232	.. 4½ measures of rice
19,103	.. 1 measure of rice	19,255	.. 3¼ measures of rice

C. E. STAINER, Lieut.-Commander, R.N.,
Joint Police Court, Joint Police Magistrate.
Colombo, May 20, 1920.

NOTICE is hereby given that the following unserviceable articles will be sold by public auction at the

Colombo Museum, Cinnamon Gardens, on Saturday, June 5, 1920, at 10 A.M. :—

2 travelling boxes	4 shutters, bookcase, small
13 glass box cases for specimens	1 typewriter
6 shutters, bookcase, large	2 Maldivian mats
	1 cement cast of a "goiya"

Colombo Museum, May 22, 1920. GERARD A. JOSEPH,
for Director.

THE following unclaimed articles found in the Colombo Harbour will be sold by public auction at this office, on Friday, June 4, 1920, at 2 P.M. :—

7 fishing nets.

C. E. STAINER, Lieut.-Commander, R.N.,
Master Attendant's Office, Master Attendant.
Colombo, May 20, 1920.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended May 22, 1920.

Births.—The total births registered in the city of Colombo in the week were 145 (2 Europeans, 9 Burghers, 97 Sinhalese, 11 Tamils, 19 Moors, 4 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1920, viz., 290,480) was 26·0, as against 19·2 in the preceding week, 20·0 in the corresponding week of last year, and 21·0 the weekly average for last year.

Deaths.—The total deaths registered were 154 (1 European, 7 Burghers, 76 Sinhalese, 24 Tamils, 29 Moors, 6 Malays, and 11 Others). The death-rate per 1,000 per annum was 27·6, as against 26·9 in the previous week, 27·4 in the corresponding week of last year, and 27·7 the weekly average for last year.

Infantile Deaths.—Of the 154 total deaths, 24 were of infants under one year of age, as against 22 in the preceding week, 31 in the corresponding week of the previous year, and 31 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 9.

Principal Causes of Death—1 (a) Eighteen deaths from *Phthisis* were registered, 6 in Kotahena, 5 in Maradana (including 2 deaths of non-residents in hospitals), 2 each in New Bazaar and Kollupitiya, and 1 each in San Sebastian, St. Paul's, and Slave Island, as against 16 in the previous week, and 14 the weekly average for last year.

(b) One death of a resident of Colombo town occurred at the Ragama Hospital from *Phthisis* during the week.

2. (a) Sixteen deaths from *Pneumonia* were registered, 4 in St Paul's, 2 each in San Sebastian, Pettah, Maradana, Kollupitiya, and Wellawatta, and 1 each in Fort and Slave Island, as against 21 in the previous week, and 21 the weekly average for last year.

(b) Three deaths from *Influenza* were registered, 1 each in Kotahena, New Bazaar, and Maradana (of a non-resident in hospital), as against 6 in the previous week, and 11 the weekly average for last year.

(c) Two deaths from *Bronchitis* were registered, 1 each in New Bazaar and Maradana, as against 1 in the previous week.

3. Ten deaths from *Enteric Fever* were registered, 4 in Kotahena, 2 in Maradana (including 1 death of a non-resident in hospital), and 1 each in New Bazaar, Slave Island, Kollupitiya, and Wellawatta, as against 6 in the previous week, and 5 the weekly average for last year.

4. One death from *Smallpox* of a resident of Talangama occurred at the Infectious Diseases Hospital, Wellawatta.

5. Ten deaths each were registered from *Infantile Convulsions* and *Debility*, 8 each from *Diarrhoea* and *Dysentery*, 6 from *Enteritis*, 2 each from *Worms* and *Tetanus*, and 58 from *Other Causes*.

6. Twelve cases of *Measles* and 6 of *Chickenpox* were reported during the week, as against 20 and 11 respectively, during the preceding week.

State of the Weather.—The mean temperature of air was 82·5°, against 84·1° in the preceding week and 82·7° in the corresponding week of the previous year. The mean atmospheric pressure was 29·948 in., against 29·966 in. in the preceding week and 29·885 in. in the corresponding week of the previous year. The total rainfall in the week was 0·18 in., against 0·22 in. in the preceding week and 1·06 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, May 25, 1920.

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

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE CEYLON AND FOREIGN PRODUCTS COMPANY, LIMITED.

- 11 30/5/20
1. The name of the Company is "THE CEYLON AND FOREIGN PRODUCTS COMPANY, LIMITED."
2. The registered office of the Company will be situate in Colombo, Ceylon.
3. The objects for which the Company is established are—
- (a) To carry on in Ceylon or elsewhere all or any of the following businesses, that is to say, merchants, estate agents, commission agents, exporters, importers, and brokers of all kinds of produce and merchandise, dealers in produce and merchandise generally, forwarding agents, traders, capitalists, financiers, and concessionaries, and to undertake, carry on, and execute all kinds of financial, commercial, trading, and other operations, and to carry on any other business which may seem to be capable of being conveniently carried on in connection with any of those objects, or calculated, directly or indirectly, to enhance the value of, or facilitate the realization of, or render profitable, any of the Company's property or rights.
 - (b) To charter or hire steam or other ships or vessels and to employ the same in the conveyance of goods and merchandise of every description.
 - (c) To carry on the business of tea, coffee, coconut, cacao, and rubber planters in all their branches and manufacturers of rubber and rubber goods in all the branches of such businesses, and to grow, produce, prepare, manufacture, and render marketable tea, coffee, cacao, coconuts, cardamoms, cinchona, rubber, and every kind of produce, and to buy, sell, dispose of, export, and deal in the same in any manner, either by wholesale or retail, in any part of the world.
 - (d) To search for, get, work, raise, make marketable, sell, and deal in precious stones, gems, and mineral oils, and to carry on business as owners and workers of mines and minerals of every description.
 - (e) To act as Directors, Secretaries, and Commercial Agents of any company carrying on business or owning property in Ceylon or elsewhere.
 - (f) 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.
 - (g) To seek for and secure openings for the employment of capital in Ceylon.
 - (h) To buy, sell, and deal in manures and chemical substances of every description.
 - (i) To advance, deposit, or lend money, securities and property, to or with such persons and on such terms as may seem expedient, to discount, buy, sell, and deal in bills, notes, warrants, coupons, and other negotiable or transferable securities or documents.
 - (j) To purchase or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of, and deal with property and rights of all kinds, and in particular tea and coffee, coconut, cacao, and rubber gardens and estates, stores, factories, rail and tramways, lands mortgages, debentures, produce, merchandise, metals, minerals, concessions, options, contracts, patents, annuities, licenses, stocks, shares, bonds, policies, book debts, business concerns and undertakings, and claims, privileges, and choses in action of all kinds.
 - (k) To subscribe for conditionally or unconditionally, to underwrite, issue on commission or otherwise, take, hold, deal in, and convert stock and shares in any company in which the liability of the members shall be limited to the amount of their shares or stock, and securities of all kinds, and to enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concessions or co-operation with any person, partnership, or company, and to promote and aid in promoting, constitute, form, or organize companies, syndicates, or partnerships of all kinds, for the purpose of acquiring and undertaking any property and liabilities of this Company or of advancing, directly or indirectly, the objects thereof, or for any other purpose which the Company may think expedient.
 - (l) To purchase or by other means acquire and protect, prolong, and renew in Ceylon or elsewhere, any patents, patent rights, brevets d'invention, licenses, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same, and in improving or seeking to improve any patents, inventions, or rights which the Company may at any time acquire or propose to acquire.
 - (m) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the business which this Company is authorized to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into, any arrangement for sharing profits or for co-operation, or for limited competition, or for mutual assistance with any such person, firm, or company.
 - (n) To borrow, raise, guarantee, or become liable or responsible for money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, and to secure the re-payment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital.
 - (o) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments, and to undertake obligations of every kind and description as may from time to time be considered desirable in the interests of the Company, and in particular to guarantee the performance of contracts or other engagements.
 - (p) To enter into any arrangements with any Governments, or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
 - (q) To act as agents, attorneys, brokers, or trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, attorneys, brokers, sub-contractors, or others.

- (r) To remunerate any person, firm, or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares, debentures, debenture stocks, or securities of the Company credited as paid up in full or in part or otherwise.
- (s) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of this Company.
- (t) To support and subscribe to any exhibition, or benevolent, charitable, or public object, and to establish, support, and aid any institution, society, or club which may be for the benefit of the Company or its employes, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments towards insurance, and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (u) To sell, lease, exchange, let on hire, or otherwise dispose of the whole or any part of the undertaking of the Company, and all or any real or personal property, concessions, rights, privileges, or easements for the time being held by or on behalf of the Company, either together or in portions, for such considerations as the Company may think fit.
- (v) To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures, debenture stock, or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.
- (w) To pay for any real or personal property or assets of any kind which may at any time be acquired by the Company or for any services which may at any time be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company either in money, or in shares or debentures, or debenture stock, or obligations of the Company, or partly in one way and partly in another, or in any other way, with power to issue any shares either fully or partially paid up for such purpose.
- (x) To accept as consideration for the sale or disposal of any real or personal property or assets of any kind which may at any time be sold or disposed of by the Company or in discharge of any other consideration to be received by the Company either money or shares (whether wholly or partially paid up) of any Company in Ceylon, India, Great Britain, or abroad, or the mortgages, debentures, or obligations of any company or person, or partly one and partly another.
- (y) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

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

We, the several persons whose names, addresses, and descriptions 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.
I. X. PEREIRA, Colombo	One
SIMON A. FERNANDEZ, Colombo	One
W. E. V. DE ROOY, Colombo	One
Witness to the above three signatures, at Colombo, this 7th day of April, 1920 :	
G. A. WILLE, Proctor and Notary.	
D. G. ANDREIZ, Colombo	One
W. O. EDEMA, Colombo	One
V. R. SCHOKMAN, Colombo	One
ADAMALY MOHAMEDBOHY, Colombo	One
Total ..	Seven

Witness to the above four signatures, at Colombo, this 8th day of April, 1920 :

G. A. WILLE,
Proctor and Notary.

ARTICLES OF ASSOCIATION OF THE CEYLON AND FOREIGN PRODUCTS COMPANY, LIMITED.

PRELIMINARY.

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

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

2. In these Articles, unless the context otherwise requires—

The "Ordinance" shall mean "The Joint Stock Companies Ordinance, 1861" and every other Ordinance incorporated therewith, or which may from time to time be in force in Ceylon concerning Joint Stock Companies and which may apply to the Company.

The "Company" means "The Ceylon and Foreign Products Company, Limited."

The "Register" shall mean the Register of Members to be kept as required by section 19 of "The Joint Stock Companies Ordinance, 1861," or any statutory modification thereof.

"Member" means any person whose name is entered in the Register of Members as owner or joint owner of any share in the Company.

"Month" shall mean calendar month.

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

"The Directors" shall mean the Directors of the Company for the time being.

"Secretary" shall include any person appointed to perform the duties of Secretary temporarily.

"Dividend" includes bonus.

Words which have a special meaning assigned to them in statutes shall have the same meaning in these presents.

Words importing the singular number only shall include the plural, and the converse shall also apply.

Words importing males shall include females.

Words importing individuals shall include corporations.

3. No part of the funds of the Company shall be employed in the purchase of or in loans upon the security of the Company's shares.

4. It shall be lawful for the Company to pay commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company to any amount not exceeding 10 per cent. of the nominal amount of the shares in each case subscribed or to be subscribed.

CAPITAL.

5. The nominal capital of the Company shall be One hundred thousand Rupees (Rs. 100,000) divided into 1,000 shares of One hundred Rupees (Rs. 100) each.

SHARES AND CERTIFICATES.

6. The shares, except when otherwise provided, shall be under the control of the Directors, who may at any time issue any unissued shares either at par or at a premium and allot and dispose of the same to such persons on such terms and in such manner as they think fit. Provided, however, that such unissued shares first be offered by the Directors to such Members as at the date of the offer are entitled to receive notices from the Company of General Meetings in the proportions and in manner provided by clause 44 of these Articles with regard to new shares. The Directors, however, may allot any unissued 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 services rendered to the Company without first offering same to the Members.

7. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.

8. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any share as the absolute owner thereof, and shall, except as ordered by a court of competent jurisdiction or as by Ordinance required, not be under any obligation to recognize any trust or equity or equitable claim to or interest in such shares, whether or not it shall have express or other notice thereof.

9. Every member shall be entitled, without payment to one certificate, specifying the share or shares held by him with the distinctive numbers thereof and the amount paid up thereon, or to several certificates each for one or more shares. Such certificate or certificates shall be delivered to the member within two months after the allotment or registration of the transfer as the case may be of such share or shares.

10. If any certificate be defaced, worn out, lost, or destroyed, it may be renewed on payment of One Rupee, or such less sum as the Directors may prescribe, and the person requiring the new certificate shall surrender the defaced or worn out certificate, or give such evidence of its loss or destruction and such indemnity to the Company as the Directors think fit.

JOINT-HOLDERS OF SHARES.

11. Where two or more persons are registered as the holders of any shares, they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the provisions following:—

- (a) The Company shall not be bound to register more than three persons as the holders of any share.
- (b) The joint-holders of any share shall be liable, severally as well as jointly, in respect of all payments which ought to be made in respect of such share.
- (c) On the death of any one of such joint-holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to such share; but the Directors may require such evidence of death as they may deem fit.
- (d) Any one of such joint-holders may give effectual receipts for any dividend, bonus, or return of capital payable to such joint-holders.
- (e) Only the person whose name stands first in the Register of Members as one of the joint-holders of any shares shall be entitled to delivery of the certificate relating to such share or to receive notices from the Company, and any notice given to such person shall be deemed notice to all the joint-holders.

CALLS ON SHARES.

12. The Directors may, from time to time, make such calls as they think fit upon the Members in respect of all monies unpaid on their shares, and each Member shall, subject to receiving fourteen days' notice at least specifying the time and place for payment, pay the amount of calls so made to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

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

14. If the call payable in respect of any share or any instalment be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same at such rate not exceeding ten per centum per annum as the Directors shall determine from the day appointed for the payment of such call or instalment to the time of actual payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.

15. If by the terms of the issue of any shares or otherwise any amount is made payable at any fixed time or by instalments at any fixed times, such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all provisions hereof with respect to the payment of calls and interest thereon,

or to the forfeiture of shares for non-payment of calls, shall apply to such amount or instalments and the shares in respect of which they are payable.

16. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled or unpaid upon any shares held by him; and upon the money so paid in advance the Directors may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding, without the sanction of the Company in General Meeting, six per cent.) as may be agreed upon between the Member paying the sum in advance and the Directors.

TRANSFER OF SHARES.

17. The instrument of transfer of any share in the Company shall be in writing, and shall be executed both by the transferor and transferee, and duly attested, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof.

18. Shares in the Company shall be transferred in the following form, or in any usual or common form, of which the Directors shall approve:—

I, A.B., of _____, in consideration of the sum of _____ paid to me by C.D. of _____ (hereinafter called 'the said transferee'), do hereby transfer to the said transferee _____ share (or shares) numbered _____ in the undertaking called "The Ceylon and Foreign Products Company, Limited," to hold unto the said transferee, his executors, administrators, and assigns, subject to the several conditions on which I hold the same; and I, the said transferee, do hereby agree to make the said share (or shares) subject to the conditions aforesaid.

As witness our hands, the _____ day of _____, 19__.

Signed by the above-named _____, in the presence of _____.

19. A share may be transferred by a Member or other person entitled to transfer to any Member selected by the transferor; but save as aforesaid, and save as provided by clause 24 hereof, no share shall be transferred to a person who is not a Member, so long as any Member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership is willing to purchase the same at its fair value as hereinafter defined or ascertained.

20. Except where the transfer is made pursuant to clause 19 hereof, the person proposing to transfer any shares (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 constitute the Company his agent for the sale of the share to any Member of the Company or person selected as aforesaid at the fair value. 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.

21. If the Company shall within a space of two calendar months after being served with the transfer notice find a Member or person selected as aforesaid willing to purchase the share or shares at the fair value 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 Member or person selected by the Company as aforesaid (hereinafter called the purchasing Member).

22. At the Ordinary General Meeting in each year the Company shall by resolution declare what is the fair value of a share within the meaning of clause 19 hereof, and the amount so declared with the addition thereto of interest at the rate of 4 per cent. per annum from the date of the meeting or from the date of the last dividend, which last shall happen, the date of the completion of any sale shall be deemed to be the fair value.

23. 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.

24. If the Company shall not within a space of two calendar months after being served with the transfer notice find a member or person willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within two calendar months thereafter be at liberty, subject to clause 28 hereof to sell and transfer the share or shares (or those not placed by the Company) to any person and at any price. If, however any such share shall not be transferred within two calendar months as aforesaid, the proposing transferor shall not be entitled to sell or deal with the same without first giving a fresh transfer notice.

25. Any share of a deceased Member may, subject to clause 28 hereof, be transferred by his executors or administrators to any person to whom such deceased Member may have specifically bequeathed the same, and any such share or any share devolving or death on the personal representatives of a deceased Member shall be subject to the same restrictions as regards transfer as the share was subject to in the hands of the deceased Member.

26. The Company in General Meeting may make, and from time to time vary, the rules as to the mode in which any shares specified in any transfer notice given to the Company pursuant to clause 20 hereof 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 same. Until otherwise determined, the disposal of every such share shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

27. The Transfer Books and Register of Members may be closed during such times as the Directors think fit, not exceeding in the whole twenty-one days in each year. The Directors may decline to recognize any instrument of transfer unless (a) a fee not exceeding two rupees is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may require to prove the title of the transferor or his right to transfer the shares. All instruments of transfer which shall be registered shall be retained by the Company. The Directors may authorize the registration of transfers without the necessity of any meeting of Directors being held for that purpose.

28. The Directors may decline to register a transfer of any shares upon which the Company has a lien, and may refuse to register a transfer of any shares to a transferee of whom they do not approve without assigning any reason therefor.

TRANSMISSION OF SHARES.

29. On the death of any Member (not being one of several joint-holders of a share), the executors or administrators of such deceased Member shall be the only persons recognized by the Company as having any title to such share.

30. Any person becoming entitled to shares in consequence of the death, bankruptcy, or insolvency of any Member, upon producing such evidence that he sustains the character in respect of which he professes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give), be registered as a Member in respect of such shares; or may, subject to the regulations as to transfers hereinbefore contained, transfer such shares.

31. A person becoming entitled to a share by reason of the death, bankruptcy, or insolvency of the holder, shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to Meetings of the Company.

FORFEITURE OF SHARES AND LIEN.

32. If any Member fail to pay any call or instalment on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such non-payment.

33. The notice shall name a further day on or before which such call or instalment and all interest accrued and expenses incurred by reason of such non-payment are to be paid, and it shall also name the place where payment is to be made, such place being either the registered office or some other place at which calls of the Company are usually made payable. 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 such call or instalment is payable will be liable to forfeiture.

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

35. Any shares so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture, as the Directors think fit; or the Directors may, at any time before such shares are disposed of, annul the forfeiture upon such terms as they may approve.

36. Any Member whose shares have been forfeited shall, notwithstanding, be liable to pay the Company all calls and instalments owing upon such shares at the time of forfeiture, together with interest thereon, at such rate not exceeding ten per centum per annum, as the Directors shall appoint, down to the date of payment; but the Directors may, if they think fit, remit the payment of such unpaid calls or interests or any part thereof.

37. When any shares have been forfeited, an entry shall forthwith be made in the Register of Members of the Company recording the forfeiture and the date thereof, and so soon as the shares so forfeited have been disposed of, an entry shall also be made of the manner and date of the disposal thereof.

38. The Company shall have a first and paramount lien upon all shares held by any Member of the Company (whether alone or jointly with other persons), and upon all dividends and bonuses which may be declared in respect of such shares for all debts, obligations, and liabilities of such Member (whether solely or jointly with any other person or persons and whether such other person or persons shall be a Member or Members or not) to or with the Company, and whether the period for payment, fulfilment, or discharge thereof shall actually have arrived or not.

39. The Directors may serve upon any Member who is indebted or under obligation to the Company a notice requiring him to pay the amount due to the Company or satisfy the said obligation, and stating that, if payment is not made or if the said obligation is not satisfied within a time (not being less than fourteen days) specified in such notice, the shares held by such member will be liable to be sold; and if such Member shall not comply with such notice within the time aforesaid, the Directors may sell such shares without further notice.

40. Upon any sale being made by the Directors of any shares to satisfy the lien of the Company thereon, the proceeds shall be applied: first, in the payment of all costs of such sale; next in satisfaction of the debts or obligations of the Member of the Company; and the residue (if any) shall be paid to the said Member or as he shall direct.

41. An entry in the Minute Book of the Company of the forfeiture of any shares or that any shares have been sold to satisfy a lien of the Company shall be sufficient evidence as against all persons entitled to such shares, that the said shares were properly forfeited or sold; and such entry and the receipt of the Company for the price of such shares shall constitute a good title to such shares, and the name of the purchaser shall be entered in the Register as a Member of the Company, and he shall be entitled to a certificate of title to the shares, and shall not be bound to see to the application of the purchase money. The remedy of the former holder of such shares and of any person claiming under or through him shall be against the Company and in damages only.

ALTERATION OF CAPITAL.

42. The Directors 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.

43. 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.

44. 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 Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors 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 Directors, be conveniently offered under this Article. The Directors 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 the same to the Members.

45. 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 payments 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.

46. 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 sub-division 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 sub-division of the existing shares the proportion between 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.

MODIFICATION OF RIGHTS.

47. Whenever the capital is divided into different classes of shares, the rights and privileges attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a resolution passed at a separate General Meeting of the holders of the shares of the class by a majority consisting of not less than three-fourths of the votes given upon the resolution. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall, *mutatis mutandis*, apply, but so that at every such separate General Meeting the quorum shall be a person or persons holding or representing by power of attorney or proxy three-quarters of the issued shares of the class.

BORROWING POWERS.

48. The Directors may from time to time borrow from bankers or others for the temporary purposes of the Company by way of bills, overdraft, cash credits on the security of goods or produce, or by any other usual means of obtaining trading accommodation, such sum or sums of money as they in their discretion shall consider necessary or desirable for the proper and convenient administration of the Company's finances.

49. In addition to the moneys so borrowed under the preceding clause the Directors may, from time to time, at their discretion, raise or borrow money from the Directors or other persons for the purposes of the Company, and may secure the re-payment of the same by mortgage or charge upon the whole or any part of the assets and property of the Company (present or future), including its uncalled or unissued capital, and may issue bonds, debentures, or debenture stock, either charged upon the whole or any part of the assets and property of the Company or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time under the provisions of this clause shall not without the consent of the Company in General Meeting exceed the amount of the share capital of the Company for the time being issued or agreed to be issued. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

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

51. The Register of Mortgages shall be open to inspection by any creditor or Member of the Company without any payment, and by any other person on payment of the sum of One Rupee for each inspection.

52. A register of the holders of the debentures of the Company shall be kept at the registered office of the Company and shall be open to the inspection of the registered holder of any such debentures and of any holder of shares in the Company at any time between the hours of two and four in the afternoon. The Directors may close the said Register for such period or periods as they may think fit, not exceeding in the aggregate twenty-one days in each year.

GENERAL MEETINGS.

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

54. 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 other time or place is prescribed at such time and place as may be determined by the Directors.

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

56. The Directors may, whenever they think fit, and they shall upon a requisition made in writing by the holders of not less than one-tenth of the issued capital of the Company, convene an Extraordinary General Meeting of the Company.

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

58. If the Directors do not proceed to convene a meeting within twenty-one days from the date of the requisition being so deposited, the requisitionists may themselves convene a meeting.

59. In the case of an Extraordinary Meeting convened by the requisitionists under the preceding clause three months' notice shall be given to the members specifying the place, day, and hour of the meeting and the business to be transacted thereat, and no business other than that stated in the requisition as the objects of the meeting shall be transacted.

PROCEEDINGS AT GENERAL MEETINGS.

60. Seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given), specifying the place, day, and hour of meeting, shall be given to the Members in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Company in General Meeting; but the accidental omission to give notice to any member, or the non-receipt by any Member of such notice, shall not invalidate the proceedings at any General Meeting.

61. 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 consider the accounts and balance sheets and the reports of the Directors and Auditors, to elect Directors in place of those retiring, to elect Auditors and fix their remuneration, and to sanction a dividend, and shall also be competent to enter upon, discuss, and transact any other business of which special mention shall have been made in the notice or notices convening the meeting.

62. No business shall be transacted at any General Meeting, except election of a Chairman, the declaration of a dividend, or the adjournment of the Meeting, unless a quorum of members is present at the time when the meeting proceeds to business: and such quorum shall consist of not less than two Members present personally or by proxy or attorney.

63. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon the requisition of Members, shall be dissolved. 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 be not present, those Members who are present shall be deemed to be a quorum, and may do all business which a full quorum might have done.

64. The Chairman (if any) of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman, or if at any meeting he be not present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of the Directors present to be Chairman, or if no Director shall be present and willing to take the Chair, the Members present shall choose one of their number to be Chairman.

65. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-one days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

66. At any General Meeting every question shall be decided in the first instance by a show of hands; and unless a poll be demanded in the case of a special resolution by at least five persons entitled to vote, or in any other case by one or more Members or any attorney or attorneys representing one or more Members holding or representing not less than one-tenth of the Capital of the Company, or be directed by the Chairman, a declaration by the Chairman that a resolution has been carried or not carried, or carried or not carried by a particular majority, and an entry to that effect in the Book of Proceedings of the Company, shall be conclusive evidence of the facts, without proof, of the number or portion of the votes recorded in favour of or against such resolution.

67. If a poll be demanded or directed in the manner above-mentioned, it shall be taken at such time and in such manner as the Chairman may appoint, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting. In the case of an equality of votes at any General Meeting, whether upon a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote, the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.

68. A poll demanded upon the election of a Chairman or upon a question of adjournment shall be taken forthwith. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTE OF MEMBERS.

69. Upon a show of hands every member present in person shall have one vote only. Where a member is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Member on a show of hands. Upon a poll every Member present in person or by proxy or by attorney shall have one vote for every share held by him upon which there are no calls in arrear.

70. If any Member be a lunatic or idiot he may vote by his committee or other legal curator.

71. No Member shall be entitled to vote at any General Meeting unless all calls due from him have been paid, and no Member shall without the consent of the Directors which they shall be under no obligation to give, be entitled to vote in respect of any shares that he has acquired by transfer at any meeting held after the expiration of three months from the incorporation of the Company, unless he has been possessed of the shares in respect of which he claims to vote for at least three months previously to the time of holding the Meeting at which he proposes to vote.

72. Where there are joint registered holders of any share, any one of such persons may vote at any Meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto, and if more than one of such joint-holders be present at any meeting, personally or by proxy, that one of the said persons so present, whose name stand first on the Register in respect of such share, shall alone be entitled to vote in respect thereof.

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

74. The instrument appointing a proxy shall be in writing under the hand of the appointor, or of his attorney duly authorized in writing, or if such appointor be a corporation either under its common seal or under the hand of an officer or attorney so authorized. No person shall be appointed a proxy, who is not a member of the Company and qualified to vote, but this provision shall not apply to an attorney under a power of attorney: Provided always that a corporation being a Member of the Company may appoint any one of its officers to be its proxy, and the person so appointed may attend and vote at any Meeting and exercise the same functions on behalf of the corporation which he represents as if he were an individual Shareholder.

75. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the office before the Meeting.

76. The instrument appointing a proxy, and the power of attorney or other authority (if any) under which it is signed or under which the attorney of any Member proposes to represent such Member at any Meeting, or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Company not less than forty-eight hours before the time fixed for holding the Meeting or adjourned Meeting, as the case may be, at which the person named in such instrument is authorized to vote, and in default the instrument of proxy or power of attorney shall not be treated as valid.

77. An instrument appointing a proxy shall be in the following form, or in any other form of which the Directors shall approve:—

The Ceylon and Foreign Products Company, Limited.

I, _____, of _____, being a Member of The Ceylon and Foreign Products Company, Limited, hereby appoint _____ of _____ (a Member of the Company) as my proxy to vote for me and on my behalf at the Ordinary (or Extraordinary, as the case may be) General Meeting of the Company, to be held on the _____ day of _____ One thousand Nine hundred and _____, and at any adjournment thereof.

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

DIRECTORS.

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

79. The first Directors shall be L. Beling, W. H. Schokman, and W. E. V. de Rooy, who shall hold office until the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

80. The Directors shall have power from time to time to appoint any other persons to be Directors either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any one time exceed the maximum number fixed as above, and so that no such appointment shall be effective unless all of the then Directors concur therein.

81. A Director need not be a Shareholder.

82. A Director may hold any other office under the Company in conjunction with the office of Director, except that of Auditor.

83. There shall be paid to the Directors (other than the Managing Director) as remuneration for their services as Directors such sum as the Company in General Meeting shall from time to time determine, and such remuneration shall be divided among them in such proportion and manner as the Directors may determine, and in default of determination among them equally.

POWERS OF DIRECTORS.

84. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or Managing Directors, with the assistance of an Agent or Agents, Secretary or Secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses; as well preliminary as otherwise, paid or incurred in and about the formation and registration of the Company, and in or about the working and business of the Company. The whole of the direction and control of the business of the Company shall be conducted in Ceylon.

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

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

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

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

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

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

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

- (a) To purchase or take on lease premises suitable for the business of the Company, and generally to purchase or otherwise acquire for the Company any property, rights, or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; and to execute any mortgage of the said premises or other property of the Company for securing any loan and interest thereon on such terms as they may think fit, and to exercise all borrowing powers of the Company.
- (b) At their discretion to pay for any rights acquired by or services rendered to the Company, either wholly or partially in cash, or in shares, bonds, debentures, or other securities of the Company; and any such shares may be issued, either as fully paid up or with such amount credited as paid up thereon, as may be agreed upon.
- (c) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being, or in any other manner as they may think fit.
- (d) To accept from any member, on such terms and conditions as shall be agreed, a surrender of his shares or stock or any part thereof.
- (e) To determine who shall be entitled to sign and give on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts, and documents, and to authorize such person or persons accordingly.
- (f) To give to any officer or servant of the Company a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and such commission or share of the profits shall be treated as part of the working expenses of the Company.
- (g) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (h) To refer any claims or any demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (i) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (j) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (k) To invest any of the moneys of the Company, which the Directors may consider not to be immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.

MANAGING DIRECTORS.

91. The Directors shall have power by an agreement in writing to appoint one or more Managing Director or Managing Directors, and shall have power in such agreement to fix the period of service of such Managing Director or Managing Directors, and the amount of the remuneration to be paid to him or them, and in such agreement to provide for the removal from office of any Managing Director or Directors before his or their term of service has expired. A Managing Director so appointed shall not, while holding the office of Managing Director, be subject to retirement by rotation, nor shall such period of service be taken into account in determining the rotation or retirement of Directors.

92. The Managing Director or Managing Directors shall have all the powers of the Directors excepting the power to make calls, forfeit, borrow money for other than purposes of temporary finance under clause 48, or issue debentures. But the exercise of all powers by the Managing Director or Managing Directors shall be subject to such regulations and restrictions as the Directors may from time to time impose, and the said powers may at any time be withdrawn, revoked, or varied.

DISQUALIFICATION OF DIRECTORS.

93 The office of a Director shall be vacated :—

- (a) If he becomes bankrupt or insolvent or compound with his creditors.
- (b) If he become of unsound mind or is found a lunatic.
- (c) If he gives the Directors notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid, unless prior to the doing of such act written notice has been served upon the Directors, or an entry has been made in the Director's Minute Book stating that such Director has ceased to be a Director of the Company.

94. A Director shall not be disqualified by his office from entering into contracts, arrangements, dealings with the Company, nor shall any contract, arrangement or dealing with the Company be voided, nor shall a Director be liable to account to the Company for any profit arising out of any contract, arrangement, or dealing with the Company by reason of such Director being a party to or interested in or deriving profit from any such contract, arrangement, or dealing, and being at the same time a Director of the Company, provided that such Director discloses to the Board at or before the time when such contract, arrangement, or dealing is determined upon his interest therein, or, if his interest be subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest. But no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested, or upon any matter arising thereout, and if he shall so vote, his vote shall not be counted, nor shall he be reckoned for the purpose of constituting a quorum of Directors.

95. The continuing Directors may act, notwithstanding any vacancy in their body, but if and so long as the number of Directors is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.

ROTATION OF DIRECTORS.

96. At the First Ordinary General Meeting of the Company all the Directors shall retire from office, and at the Ordinary General Meeting in every subsequent year, one of the Directors shall retire from office, the Director to retire in each year being the one who has been longest in office since his last election, but as between persons who became Directors on the same day, the Director to retire shall (unless they otherwise agree among themselves) be determined by lot. This clause, however, shall not apply to a Managing Director.

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

98. The Company at the Ordinary General Meeting at which any Director retires in manner aforesaid shall fill up the vacated office, and may fill up any other offices which may then be vacant, by electing the necessary number of persons, unless the Company shall determine to reduce the number of Directors. The Company may also, at any Extraordinary General Meeting, or notice duly given, fill up any vacancy in the office of Director, or appoint additional Directors, provided that the maximum hereinbefore mentioned be not exceeded.

99. If at any meeting at which an election of Directors ought to take place, the place of the vacating Director be not filled up, the vacating Director shall continue in office until the Ordinary General Meeting in the next year, and so on from time to time until his place has been filled up.

100. The Company may from time to time in General Meeting increase or reduce the number of Directors (within the limits prescribed by Article 78) and may alter their qualification, and may also determine in what rotation such increased or reduced number is to go out of office.

101. Any person appointed a Director by the Board of Directors under the provisions of Article 80 shall only retain his office until the next Ordinary General Meeting of the Company when he shall retire, but he shall be eligible for re-election.

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

103. Seven days' previous notice in writing shall be given to the Company of the intention of any Member to propose any person other than a retiring Director for election to the office of Director: Provided always that, if the Members present at a General Meeting unanimously consent, the Chairman of such meeting may waive the said notice, and may submit to the meeting the name of any person duly qualified.

PROCEEDINGS OF DIRECTORS.

104. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give any notice of a meeting of Directors to any Director who is absent from Ceylon.

105. 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.

106. The Directors may delegate any of their powers to Committees, consisting of such Member or Members of their body as they think fit. Any Committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on him or them by the Directors. The regulations herein contained for the meetings and proceedings of Directors shall, so far as not altered by any regulations made by the Directors, apply also to the meetings and proceedings of any Committee.

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

108. The Directors may award special remuneration out of the funds of the Company to any Director going or residing abroad in the interests of the Company, or undertaking any work additional to that usually required of Directors of a Company similar to this.

109. A resolution in writing signed by a majority of the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted.

MINUTES.

110. The Directors 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 of all meetings of the Company and of Directors and of Committees of Directors.

SEAL.

111. The Directors shall forthwith procure a common seal to be made for the Company and shall provide for the safe custody thereof. The seal shall not be affixed to any instruments, except in the presence of one of the Directors and the Secretary of the Company, who shall attest the sealing thereof.

DIVIDENDS.

112. Subject to the provisions of the Memorandum of Association and to the rights of the holders of any shares entitled to any priority, preference, or special privilege, all dividends shall be declared and paid to the Members in proportion to the amounts paid up on the shares held by them respectively. No amount paid on a share in advance of calls shall while carrying interest be treated for the purpose of this Article as paid on a share.

113. The Directors shall lay before the Company in General Meeting a recommendation as to the amount which they consider ought to be paid by way of dividend, and the Company shall declare the dividend (if any) to be paid, but such dividend shall not exceed the amount recommended by the Directors. Any General Meeting may direct payment of any dividend declared at such meeting, or of any interim dividends which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques or by the distribution of specific assets; and in particular of paid-up shares, debentures, or debenture stocks of the Company, or paid-up shares, debentures, or debenture stocks of any other company, or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such 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 asset 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 Directors.

114. No dividend shall be paid otherwise than out of the profits arising from the business of the Company.

115. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.

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

117. Notice of any dividend that may have been declared shall be given to each Member in the manner in which notices are given to the Members. Any dividend or bonus unclaimed by any Member for three years after notice thereof shall have been given as aforesaid may be forfeited by the Directors for the benefit of the Company, and if the Directors think fit may be applied in augmentation of the reserve fund.

118. The Company may transmit any dividend or bonus payable in respect of any shares by ordinary post to the registered address of the holder of such share (unless he shall have given written instructions to the contrary), and shall not be responsible for any loss arising therefrom.

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

RESERVE FUND.

120. Before the declaration of a dividend the Directors 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 Directors 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.

121. The Directors shall cause true accounts to be kept:—

- (a) Of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place.
- (b) Of the assets and liabilities of the Company.

122. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors may determine. The Directors shall from time to time by a resolution, determine whether and to what extent and at what times and places and on what conditions the books and accounts of the Company, or any of them shall be open to the inspection of the Members, and the Members shall have only such rights of inspection as are given to them by Ordinance or by such resolution as aforesaid.

123. A balance sheet and profit and loss account shall be made out and laid before the Company at the Ordinary General Meeting in every year, made up to a date not more than six months before such meeting. The balance sheet shall be accompanied by a report of the Directors upon the general state of the Company, and a recommendation as to the amount (if any) which the Directors consider ought to be paid by way of dividend, and as to the amount (if any) which they propose to set aside as a reserve fund.

124. A copy of the balance sheet and report shall, seven clear days previously to such meeting, be served on every Member entitled to receive notices of General Meetings in the manner in which notices are hereafter directed to be served.

AUDIT.

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

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

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

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

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

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

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

INDEMNITY.

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

NOTICES.

133. 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 pre-paid letter addressed to such Member at his registered address.

134. No Member shall be entitled to have a notice served on him at any address outside Ceylon, and no Member who has neglected to register with the Company an address in Ceylon shall have any right to be served with any notices by the Company, and any notice published in the *Ceylon Government Gazette* shall be deemed to be good and sufficient notice to such Member for all purposes.

135. Any notice, if served by post, shall be deemed to have been served twenty-four hours after the latter containing the same shall have been posted; and in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office or into any post box subject to the control of the Post Office.

136. Whenever 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 convened the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

SECRECY CLAUSES.

137. Every Director, Manager, Auditor, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant, or other person employed in the business of the Company shall, if so required by the Directors or Managing Director before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with the customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any meeting, or by a court of law, or by the person to whom such matters relate, and except so far as may be necessary in order to comply with any of the provisions in these presents contained.

WINDING UP.

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

139. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully-paid, part-paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing Company, either ordinary, fully-paid, or part-paid, or preference any contributory, who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration, as in the sub-section 6 of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the afore-written Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present articles.

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

I. X. PEREIRA.
SIMON A. FERNANDEZ.
W. E. V. DE ROOY.

Witness to the accompanying three signatures at Colombo, this 7th day of April, 1920:

G. A. WILLE,
Proctor and Notary.

D. G. ANDREIZ.
W. O. EDEMA.
V. R. SCHOKMAN.
ADAMALY MOHAMEDBHOY.

Witness to the above four signatures at Colombo, this 8th day of April, 1920:

G. A. WILLE,
Proctor and Notary.

MEMORANDUM OF ASSOCIATION OF "THE CEYLON OBSERVER," LIMITED.

- Substitution*
1. The name of the Company is "THE CEYLON OBSERVER," Limited.
 2. The registered office of the Company is to be established at Gaffoor Buildings, Main street, Colombo.
 3. The objects for which the Company is to be established are:—
 - (a) To purchase or otherwise acquire and take over from R. H. Ferguson, Esq., I. S. Ferguson, Esq., and the executor of the estate of the late D. S. Ferguson (I. S. Ferguson, Esq.), as a going concern the business of newspaper proprietors, printers, agents, and proprietors of the "Ceylon Observer," Ferguson's Ceylon Handbook and Directory and connected publications now carried on by Messrs. R. H. & I. S. Ferguson under the style or firm of A. M. & J. Ferguson in Colombo, together with the copyright (if any) of the said "Ceylon Observer," Ferguson's Ceylon Handbook and Directory, and connected publications, and all other the assets of the said business.
 - (b) To carry on in the Island of Ceylon and in any other part of the world all or any of the following business:— Newspaper proprietors and publishers, press correspondents, news agents, telegraphic and general agents, journalists, reporters, stationers, printers, engravers, type foundry, die sinkers, photographers, block makers, lithographers, envelope manufacturers, book binders, account book manufacturers, machine rulers, numerical printers, paper makers, paper bag and account book makers, box makers, cardboard manufacturers, railway and tramway and other ticket manufacturers, dealers in parchment, dealers in stamps, contractors for advertisements and advertising, advertising agents, bill posters, designers, draughtsmen, ink manufacturers, book seller, publishers, paper manufacturers, law stationers, type writers, type copyists, dealers in materials used in the manufacture of paper, cabinet makers, engineers and dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.
 - (c) To appoint, engage, employ, maintain, provide for and dismiss attorneys, agents, superintendents, managers clerks, compositors, binders, machine minders, coolies and other labourers and servants in Ceylon or elsewhere and to remunerate any at such rate as shall be thought fit.
 - (d) To acquire by purchase or otherwise, or to establish periodicals, newspapers, magazines, books, journals, and other literary works or the goodwill thereof and to undertake and carry on the same.
 - (e) To establish competitions in respect of contributions or information suitable for insertion in any publication of the Company or otherwise for any of the purposes of the Company and to offer and grant prizes, rewards, and premium of such character and on such terms as may seem expedient.
 - (f) To undertake and transact all kinds of agency which an ordinary individual may legally undertake.
 - (g) To provide for, furnish or secure to any Shareholders of the Company or customers of or to any subscribers to purchasers or possessors of any publication of the Company, or of any coupon or ticket issued with any publication of the Company, any chattels, conveniences, advantages, benefits or special privileges which may seem expedient and either gratuitously or otherwise.
 - (h) To carry on such other businesses and processes in connection with the above-mentioned business as are customarily or usually carried on in connection therewith or are naturally incident thereto.
 - (i) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of, or render profitable any of the Company's property or rights.
 - (j) To purchase or by other means acquire any freehold, leasehold, or other property for any estate or interest whatever and any rights, privileges or easements over or in respect of any property, and any buildings, factories, mills, offices, works, roads, machinery, engines, plants, vessels or things, and any real or personal property or rights whatever which may be necessary for or may be conveniently used with or may enhance the value of any other property of the Company.
 - (k) To build, construct, maintain, alter, enlarge, pull down and remove, or replace any buildings, factories, mills, offices, works, roads, machinery, engines, walls, fences, or other works and conveniences, or to join with any person firm or company in doing any of the aforesaid, and to work, manage and control the same or join with others in so doing.
 - (l) To apply for purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom, Ceylon, or elsewhere in the world, any patents, patent rights, *brevets d'invention*, licenses, protections and concessions, which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same.
 - (m) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorized to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, union of interests, co-operation or joint adventure or for limiting competition or for mutual assistance with any such person, firm, or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.
 - (n) To improve, manage, cultivate, develop, exchange, let on lease or otherwise mortgage, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
 - (o) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
 - (p) To lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company and to give guarantees or become security for any such persons.
 - (q) To borrow or raise money in such manner as the Company shall think fit and in particular by mortgage and by the issue of debenture, or debenture stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge or lien, upon the whole or any part of the Company's property or assets, whether present or future including its uncalled capital and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake and to purchase, redeem, or pay off any such securities.
 - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
 - (s) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments,

- (t) To enter into any arrangements with any Government or authorities (supreme, municipal, local, or otherwise) or any corporations, companies or persons that may seem conducive to the Company's objects or any of them and to obtain from any such Government authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (u) To subscribe for, make purchase, or otherwise acquire and hold shares or other interest in or securities of any other company having objects altogether, or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (v) To act as agents or brokers and as trustees for any person firm or company, and to undertake and perform sub-contracts and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others, and either alone or in conjunction with others.
- (w) To remunerate any person, firm or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.
- (x) To pay all or any expenses incurred in or in connection with or preliminary or incidental to the formation, promotion, and incorporation of the Company or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of the Company.
- (y) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments towards insurance and to form and contribute to Provident and Benefit funds for the benefit of any person employed by the Company.
- (z) To procure the Company to be registered or recognized in any other country or place.
- (za) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company and to place or guarantee the placing or underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such Company as aforesaid.
- (zb) To amalgamate with any other Company having objects altogether or in part similar to this Company.
- (zc) To sell or otherwise dispose of the whole or any part of the undertaking of the Company, either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (zd) To distribute among the Shareholders of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (ze) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them. And it is hereby declared that the intention is that the objects specified in each paragraph of this clause shall, except where otherwise explained in such paragraph, be in nowise restricted by reference to or inference from the terms of 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 Rupees divided into One hundred thousand shares of Rupees Ten each, with power to increase or reduce the capital. The shares forming the capital (original, increased or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. C. GIBBS, Colombo	One
O. P. MOUNT, Colombo	One
H. CREASY, Colombo	One
CLIFFORD H. FIGG, Colombo	One
J. THOMSON BROOM, Colombo	One
A. G. G. HYDE, Colombo	One
A. S. COLLETT, Colombo	One
Total Shares taken	Seven

Witness to the seven above signatures, at Colombo, this 31st day of March, 1920 :

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

ARTICLES OF ASSOCIATION OF "THE CEYLON OBSERVER," LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

"Holder" means a Shareholder.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 100,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

16. 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 35 to become a Shareholder in respect of any share.

17. 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.

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

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

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

CALLS.

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

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

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

24. 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.

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

TRANSFER OF SHARES.

26. Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing. So long as the European Association of Ceylon is in existence no transfer of shares shall be made to any person not a member of such Association.

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred, and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of One Rupee and Fifty Cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

43. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 41 hereof shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the assets in hand, or in the future to be obtained from the Company's property, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's business, or of erecting, maintaining, improving, or extending buildings, or machinery, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purpose of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Two hundred thousand (Rs. 200,000) but the Directors shall not have power to mortgage or hypothecate any of the property of the Company as security for the repayment of such sum or sums of money without the sanction of a General Meeting.

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

73. At any meeting every resolution shall be decided by a show of hands, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote, in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some member present and entitled to vote, or in the case of a special resolution by three members present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

74. If at any meeting a poll be demanded by some Shareholder present at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in case at any such poll there shall be an equality of votes the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

77. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder but is a member of the European Association of Ceylon such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

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

79. Votes may be given either personally or by proxy or by attorney, provided such attorney is a member of the European Association of Ceylon.

80. No Shareholder shall be entitled to be present or to vote either personally or by proxy or attorney at any meeting unless all calls due from him on his shares have been paid, and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, shall be entitled to be present, or to vote at any meeting held after the expiration of three months from the registration of the Company, in respect of any share which he has acquired by transfer, unless he has been registered as the holder of the share in respect of which he claims to vote at least three months previous to the time of holding the meeting at which he proposes to vote.

81. No person shall be entitled to hold a proxy who is not a Shareholder in the Company, but this rule shall not apply to a power of attorney, provided such attorney is a member of the European Association of Ceylon.

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

83. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than twenty-four hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote.

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

“*The Ceylon Observer*,” Limited.

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

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

84. 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.

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

DIRECTORS.

86. The number of Directors shall never be less than five nor more than ten, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

The qualification of a Director shall be his holding in his own right at least one hundred fully paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

87. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding five thousand rupees (Rs. 5,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be F. C. Gibbs, Sir James Thomson Broom, Colonel T. Y. Wright, F. J. Hawkes, Hon. Mr. F. A. Hayley, Keith Rollo, A. Warden, and W. Philips, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

89. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director, or Managing Directors.

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

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

ROTATION OF DIRECTORS.

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

91. The Director to retire from office at the second, third, fourth, and fifth Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

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

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an Agent or Agents and Secretary or Secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company.

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

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvent with power to accept the office of trustee, assignee, liquidator, or inspector or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon, or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of the Company, or of any other company, or in any other form of specie, or in any one or more of such ways and the Directors shall give effect to such direction and, when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors.

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

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

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

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

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

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

NOTICES.

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

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

149. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notice so served shall be deemed to be well served notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors, or administrators shall have given to the Directors, or to the Agent or Secretary or Agents or Secretaries of the Company, their own or some other address in Ceylon to which notices may be sent.

150. All notices directed to be given to Shareholders shall, with respect to any share to which persons are jointly entitled, other than a firm, be given to whichever of such persons is named first in the Register of Shareholders, and notice so given shall be sufficient notice to all the holders of such shares.

151. Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a post office or post box, and the entry in the Company's books of the leaving or sending by post of any notice at or to such address shall be sufficient evidence thereof, and no further evidence shall be necessary.

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148 shall not be entitled to be given any notices.

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

156. If the Company shall be wound up whether voluntarily or otherwise the liquidator or liquidators may, with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the

Ceylon Ordinance 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

F. C. GIBBS.
O. P. MOUNT.
H. CREASY.
CLIFFORD H. FIGG.
J. THOMSON BROOM.
A. G. G. HYDE.
A. S. COLLETT.

Witness to the above seven signatures, at Colombo, this 31st day of March, 1920:

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

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF PICOLEUM, LIMITED.

1. The name of the Company is "PICOLEUM, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are:—
 - (a) To purchase or otherwise acquire letters patent, brevets d'invention, concessions, licenses, inventions, rights, and privileges subject to royalty or otherwise, and whether exclusive or non-exclusive or limited, or any part interest in such letters patent, brevets d'invention, concessions, licenses, inventions, rights, and privileges, whether in Ceylon or in any other part of the world, and in particular patents granted in Ceylon and elsewhere for an invention for new and improved products, for treating road surfaces, for waterproofing surfaces, and for coating surfaces of materials and the like, and processes for the manufacture thereof.
To sell, let, or grant any patent rights, brevets d'invention, concessions, licenses, inventions, rights or privileges belonging to the Company, or which it may acquire or any interest in the same.
To register any patent or patents for any invention or inventions, or obtain exclusive or other privileges in respect of the same in any part of the world, and to apply for, exercise, use, or otherwise deal with or turn to account any patent rights, brevets d'invention, concessions, monopolies, or other rights or privileges, Acts of Parliament or provisional orders, either in Ceylon or in any other part of the world.
To manufacture and produce and trade and deal in all machinery, plant, articles, appliances, and things capable of being manufactured, produced, or traded in by virtue of, or in connection with, any such letters patent, brevets d'invention, concessions, licenses, inventions, rights or privileges as aforesaid.
 - (b) To purchase, lease, take in exchange, or otherwise acquire, exploit, and develop any land or lands or any share or shares thereof, and any buildings, factories, mines, minerals, stone mining, or mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To build, make, construct, equip, maintain, improve, alter, and work quarries, road-making apparatus, factories, buildings, erections, roads tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (e) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
 - (f) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
 - (g) To lease any factory or other buildings from any company or person.
 - (h) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (d) or (f), or for the manufacture and preparation of road-making composition.
 - (i) To prepare, cure, manufacture, treat, and prepare for market road-making composition, stone, and minerals, and to sell, ship, and dispose of such stone and minerals, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (j) To buy, sell warehouse, transport, trade, and deal in stone metal, rubber, road-making composition, and rice and other food required for coolies, labourers, and others, and other products, wares, merchandise, articles, and things of any kind whatever.
 - (k) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, patent licensees, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
 - (l) To establish and maintain in the United Kingdom, India, Ceylon, or elsewhere stores, shops, and places for the sale of patent rights, and the products of such processes of patents, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof, and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (m) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (n) To let, lease, sell, exchange, or mortgage the Company's lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Fifty thousand Rupees (Rs. 50,000), divided into 5,000 shares of Rs. 10 each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
GUY M. BOUSTEAD, Colombo	One
C. BOUSTEAD, Colombo	One
H. L. PERCY, Colombo	One
A. NAPIER FORD, Colombo	One
J. R. DENMAN, Colombo	One
W. H. MILES, Colombo	One
O. P. MOUNT, Colombo	One
Total shares taken	Seven

Witness to the seven above signatures, at Colombo, this 1st day of April, 1920:

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

ARTICLES OF ASSOCIATION OF PICOLEUM, LIMITED.

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

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not. None of the funds of the Company shall be employed in the purchase of, or be lent on, the shares of the Company.

INTERPRETATION CLAUSE.

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

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

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

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

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

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

"Shareholder" means a shareholder of the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

4. The original capital of the Company is Fifty thousand Rupees (Rs. 50,000), divided into 5,000 shares of Rs. 10 each.

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

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

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

SHARES.

8. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

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

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

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

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed

of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company from time to time direct. Payments for shares shall be made in such manner as the Directors shall from time to time determine and direct.

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

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

15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but the Shareholder whose name stands first on the register, and no other, shall be entitled to the right of voting and of giving proxies and all other advantages conferred on a sole Shareholder.

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clauses 35 and 36 to become a Shareholder in respect of any share.

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

36. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money, by way of redemption money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted or otherwise disposed of under Article 41 hereof shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

50. If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes, then the holders of any class of shares, including the aforewritten cumulative preference shares, may, by an extraordinary resolution passed at a meeting of such holders, consent, on behalf of all the holders of shares of the class, to the issue or

creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which, but for this Article, the object of the resolutions could have been effected without it.

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company, or of erecting, maintaining, improving, or extending buildings, machinery, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Twenty-five thousand rupees.

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

73. At any meeting every resolution shall be decided in the first instance by a show of hands, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote, in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some member present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

74. If at any meeting a poll be demanded by some Shareholder present at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote, in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

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

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

80. No Shareholder shall be entitled to vote or speak at any meeting unless all calls due from him on his shares have been paid, and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder or person acquiring by marriage shall be entitled to vote at any meeting held after the expiration of three months from the registration of the Company in respect of any share which he has acquired by transfer, unless he has been possessed of the share in respect of which he claims to vote at least three months previous to the time of holding the meeting at which he proposes to vote or speak.

81. No Shareholder who has not been duly registered as such for three months previous to the General Meeting shall be entitled to be present and to speak and vote at any meeting held after the expiry of three months from the incorporation of the Company.

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

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

84. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than twenty-four hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote.

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

Picoleum, Limited.

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

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

85. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such vote shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

87. The number of Directors shall never be less than two or more than five, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies.

The qualification of a Director shall be his holding in his own right at least one share in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding One thousand Five hundred Rupees annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to.

88. The first Directors shall be Guy Melville Boustead, Reginald Cedric Boustead, and Edward Douglas Money, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

91. The Director to retire from office at the second and third Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot. In every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

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

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

96. The Directors, subject to the approval of a General Meeting, may from time to time at any time subsequent to the Second Ordinary General Meeting, increase or reduce the number of Directors, and may also, subject to the like approval, determine in what rotation such increased or reduced number is to go out of office.

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

102. The office of a Director shall be vacated—

(a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, or Secretary under the Company.

(b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.

(c) If by reason of mental or bodily infirmity he becomes incapable of acting.

(d) If he ceases to hold the required number of shares to qualify him for the office.

(e) If he is concerned or participates in the profits of any contract with, or work done for, the Company.

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

POWERS OF DIRECTORS.

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

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

105. The Directors shall have power to make and may make such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers,

superintendents, assistants, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, and other officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company; and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and of any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the award.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with, or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

147. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company or of any other company or in any one or more or such ways, and the Directors shall give effect to such direction, and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholders upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors. Where requisite a proper contract shall be filed, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

NOTICES.

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

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

150. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notice so served shall be deemed to be well served, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors or to the Agent or Secretary or Agents or Secretaries of the Company, their own or some other address to which notices may be sent.

151. All notices directed to be given to Shareholders shall, with respect to any share to which persons are jointly entitled other than a firm be given to whichever of such persons is named first in the Register of Shareholders, and notice so given shall be sufficient notice to all the holders of such shares.

152. Any notice if served by post shall be deemed to have been served on the day on which the letter containing the same would in ordinary course of post have been delivered at its address, and in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into a post office or post box, and the entry in the Company's books of the leaving or sending by post of any notice at or to such address shall be sufficient evidence thereof, and no further evidence shall be necessary.

153. Every Shareholder residing out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notices.

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

157. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the

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

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

GUY M. BOUSTEAD.

C. BOUSTEAD.

H. L. PERCY.

A. NAPIER FORD.

J. R. DENMAN.

W. H. MILES.

O. P. MOUNT.

Witness to the seven above signatures, at Colombo, this 1st day of April, 1920:

[Third Publication.]

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

MEMORANDUM OF ASSOCIATION OF BOIS BROTHERS & COMPANY, LIMITED:

1. The name of the Company is "BOIS BROTHERS & COMPANY, 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 Sir Stanley Bois, Walter Sutherland Ross, Edwin John, and George Cyril Slater, at Colombo, Ceylon, and the 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 businesses 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, ware-houses, 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.

11 1/2 pages
Rs. 4.35
for the above

- (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 in 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 dependents 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 Five hundred thousand Rupees (Rs. 500,000), divided into Five hundred shares of One thousand Rupees each (Rs. 1,000).

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.
W. SUTHERLAND ROSS, Colombo	One
G. C. SLATER, Colombo	One
J. R. DENMAN, Colombo	One
L. O. LEEFFE, Colombo	One
H. CREASY, Colombo	One
E. R. WILLIAMS, Colombo	One
Witness to the above six signatures, at Colombo, this 3rd day of May, 1920:	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
NEILL G. CAMPBELL, Nuwara Eliya	One
Total Shares taken	Seven

Witness to the above signature, at Nuwara Eliya, this 6th day of May, 1920:

G. S. WODEMAN,
Assistant Government Agent, Nuwara Eliya.

ARTICLES OF ASSOCIATION OF BOIS BROTHERS & COMPANY, 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 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 Bois Brothers & Company, 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.

"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 in person or proxy 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.

BUSINESS.

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

7. 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.

8. 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.

9. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five hundred shares of One thousand Rupees (Rs. 1,000).

10. 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.

11. 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.

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

13. Shares may be registered in the names of a limited company or a firm, and any director of the limited company or 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 director or partner may vote at a time.

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

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

16. In case of the death of any one or more of the joint-holders, 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.

17. 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.

18. 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 35 to become a Shareholder in respect of any share.

INCREASE OR ALTERATION OF CAPITAL.

19. 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.

20. 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.

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

22. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creator 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, transfers, transmission, forfeiture, lien, surrender, and otherwise.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

23. The Company in General Meeting may by special resolution—

- (a) 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.
- (b) Consolidate its shares or any of them into shares of a larger amount than its existing shares.
- (c) 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.
- (d) 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.
- (e) Reduce its capital in any manner allowed by law.

SHARE CERTIFICATES.

24. 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.

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

26. 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.

27. 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.

28. Subject to any restriction provided for herein, the shares of the Company may be transferred by transfer in the usual common form. The instrument of transfer of any shares shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof.

29. The Directors may decline to register any transfer of shares upon which the Company has a lien, and in the case of shares not fully paid up may refuse to register a transfer to a transferee of whom they do not approve.

30. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.

31. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.

32. A fee not exceeding Rs. 2.50 may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

33. The Register may be closed during such time as the Board think fit, not exceeding in the whole twenty-one days in each year.

34. Should any member (other than any member holding shares as the nominee of The Anglo-Ceylon and General Estates Company, Limited) die or cease to take an active interest in the management of the Company, or of The Anglo-Ceylon and General Estates Company, Limited, the shares of such member shall be offered in the first instance to The Anglo-Ceylon and General Estates Company, Limited, at a price to be determined by the Auditors in event of the parties not being able to agree a price, and failing the written acceptance of such shares within three months of the date of offer, the same shall be offered by tender to the other Shareholders at the same price as a minimum, and failing their sale such member or the executors or administrators of such deceased member shall be at liberty to sell and transfer the said shares or such of them as have not been accepted to any person and at any price.

TRANSMISSION OF SHARES.

35. 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.

36. 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.

37. 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 nine 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 nine per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

38. 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.

39. 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.

40. 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.

41. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold, or re-allotted, or otherwise disposed of under Article 38 hereof shall be redeemable after sale or disposal.

42. 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.

43. 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.

44. The nett proceeds of any such sale as aforesaid under the provisions of Articles 38 and 43 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 43 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

CALLS.

46. (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.

(c) The Directors shall have power in their absolute discretion to give time to any one or more Shareholders 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.

47. 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.

48. 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 nine per cent. 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.

49. 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.

50. 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.

At the first General Meeting accounts to the 31st day of December, 1920, shall be presented, and at each subsequent General Meeting accounts to the 31st day of December of the preceding year.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

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

59. Seven days' notice, 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 Shareholders 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.

60. 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.

61. 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.

62. 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.

63. 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 is 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.

64. 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.

65. 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.

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

67. 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.

68. 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.

69. 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.

70. 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.

71. 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.

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

73. 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 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.

74. 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.

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

76. No person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any Meeting of the Company.

77. 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.

78. 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.

79. 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.

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

I, _____, of _____, being a Shareholder of Bois Brothers & Co., 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 _____.

81. 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.

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

DIRECTORS.

83. The first Directors shall be Walter Sutherland Ross, Neill Graeme Campbell, and George Cyril Slater, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

84. The qualification of a Director shall be the holding in his own right alone of five shares of the Company.

85. Every Director, except with the consent of the Board, shall devote the whole of his time and attention to the business of the Company.

86. Unless otherwise declared by a General Meeting, the number of Directors shall never be less than two or more than five.

87. As remuneration for their services each of the Directors shall be entitled to receive out of the funds of the Company an annual sum of Three thousand Rupees (Rs. 3,000), or such other sum as may be voted by the Shareholders in General Meeting; such remuneration shall be exclusive of any sum paid by salary or remuneration to a Director acting as Chairman, Managing Director, Managing Secretary, or in any other similar capacity.

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

89. Any casual vacancy occurring in the number of Directors or provisional Directors arising from death, resignation, or otherwise, may be filled up by the Directors, but any person appointed to fill such vacancy shall retain his office so long only as the vacating Directors would have retained the same if no vacancy had occurred, and in any event shall hold office only until the next following Ordinary General Meeting of the Company and shall then be eligible for re-election. 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 shall not commit the Company to any new business, so long as the number is below the minimum.

90. 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 Chairman, 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 other 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.

91. 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.

92. 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 arrangement 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 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.

93. 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.

94. The Board may from time to time also provide for the management of the affairs of the Company elsewhere than in Ceylon 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.

95. 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.

96. 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, annul, or vary any such appointment, rules, or regulations.

97. 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.

98. 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.

99. 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 of 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.

100. 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 such 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 sanction of a General Meeting, exceed the sum of Rs. 15,000. 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.

101. At the Ordinary General Meeting in the year 1921 and in each subsequent year one 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.

102. 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.

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

104. 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.

105. 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.

106. 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.

107. The Company by an extraordinary resolution may remove any 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.

108. Subject to any agreement to the contrary, 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 from time to time remove any Managing Director and appoint another in his place.

109. 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.

110. 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.

111. A Managing Director may perform such duties and exercise all such powers, authorities, and discretion 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.

112. The Board may meet together for the despatch of business at such place and adjourn and otherwise regulate their meetings as they think fit. 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.

113. 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.

114. Any question which may arise at any meeting of the Board shall be decided by the votes of the Directors present.

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

116. 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.

117. 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.

118. 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.

119. 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.

120. 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.

121. 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 two of the Directors or of one of the Directors, and the Secretary who shall sign every instrument to which the seal is affixed.

DIVIDENDS.

122. 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. No dividend shall bear interest against the Company.

129. 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.

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

131. 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, of 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.

132. 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 the 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.

133. 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.

134. 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.

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

136. 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.

137. 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 condition 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 and shall be countersigned by the Manager or Secretary.

138. 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 member.

AUDIT.

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

140. 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.

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

142. 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 the 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.

143. 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.

144. 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.

145. 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.

146. 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.

147. 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.

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

NOTICES.

149. Every member shall register with the Company an address in Ceylon to which notices may be sent, 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.

150. 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.

151. 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 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.

152. 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*.

153. 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.

154. 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.

155. 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.

156. 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.

157. 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.

158. (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 trusts 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.

159. The Directors, Managing Directors, 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, or 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.

W. SUTHERLAND ROSS.
G. C. SLATER.
J. R. DENMAN.
L. O. LEEFE.
H. CREASY.
E. R. WILLIAMS.

Witness to the above six signatures, at Colombo, this 3rd day of May, 1920:

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

Witness to the above signature, at Nuwara Eliya, this 6th day of May, 1920:

G. S. WODEMAN,
Assistant Government Agent, Nuwara Eliya.

[First Publication.]

The Mocha Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held on Monday, June 7, 1920, at 12 noon, at the registered office of the Company, No. 6, Prince Street, Fort, Colombo.

Business.

To confirm as a special resolution the subjoined resolution which was duly passed, by the requisite majority at the Extraordinary General Meeting of the Shareholders of the Company held on Saturday, May 22, 1920:

"That the capital of the Company be increased from Rs. 500,000, divided into 1,000 shares of Rs. 500 each, to Rs. 1,000,000, divided into 2,000 shares of Rs. 500 each."

By order of the Directors,

J. M. ROBERTSON & Co.,
Agents and Secretaries.

Colombo, May 25, 1920.

The Mocha Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held on Monday, June 7, 1920, at 12.15 P.M., at the

registered office of the Company, No. 6, Prince Street, Fort, Colombo.

Business.

To confirm as a special resolution the subjoined resolution which was duly passed by the requisite majority at the Extraordinary General Meeting of the Shareholders of the Company held on Wednesday, April 7, 1920:—

"That a sum of Rs. 450,000, part of the undivided profits of the Company standing to the credit of the Company's reserve fund, be distributed as bonus dividend amongst the holders registered on June 30, 1920, of the ordinary shares of the Company in proportion to the ordinary shares held by them, and that 900 unissued ordinary shares of Rs. 500 each be, in accordance with the said resolution, distributed amongst them in like proportion in satisfaction of the above bonus dividend."

By order of the Directors,

J. M. ROBERTSON & Co.,
Colombo, May 26, 1920. Agents and Secretaries.

The Penang Coconut Estates, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Wednesday, June 9, 1920, at 12.15 P.M., for the following purpose:—

“To authorize the Directors to sell the whole or any portion of the Company's estates on such terms and conditions as they may think fit.”

By order of the Directors,

WHITTALL & Co.,

Colombo, May 22, 1920. Agents and Secretaries.

Vogan Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the above Company will be held at the registered office of the Company, No. 12, Queen street, Fort, Colombo, on Thursday, June 10, 1920, at 3 P.M.

Business.

To consider and, if approved, to confirm the following special resolution passed at the Extraordinary General Meeting of Shareholders held on Tuesday, May 25, 1920, viz.:—

That clause No. 105 of the Articles of Association of the Company be amended to read as follows:—

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

By order of the Directors,

LEE, HEDGES & Co., LTD.,

Colombo, May 26, 1920. Agents and Secretaries.

Kandy Rubber and Tea Estates, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the above Company will be held at the registered office of the Company, No. 12, Queen street, Fort, Colombo, on Thursday, June 10, 1920, at 3.10 P.M.

Business.

To consider and, if approved, to confirm the following special resolution passed at the Extraordinary General Meeting of Shareholders held on Tuesday, May 25, 1920, viz.:—

That clause No. 58 of the Articles of Association of the Company be amended to read as follows:—

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

By order of the Directors,

LEE, HEDGES & Co., LTD.,

Colombo, May 26, 1920. Agents and Secretaries.

The Mirishena (Kalutara) Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the above Company will be held at the registered office of the Company, No. 12, Queen street, Fort, Colombo, on Thursday, June 10, 1920, at 3.20 P.M.

Business.

To consider and, if approved, to confirm the following special resolution passed at the Extraordinary General

Meeting of Shareholders held on Tuesday, May 25, 1920, viz.:—

That clause No. 105 of the Articles of Association of the Company be amended to read as follows:—

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

By order of the Directors,

LEE, HEDGES & Co., LTD.,

Colombo, May 26, 1920. Agents and Secretaries.

Sale by Auction under Mortgage Decree.

UNDER decree entered in favour of Wickrama Aratchige Alfred de Silva of Dematagoda in Colombo, plaintiff, against Ranaweera Aratchige Don Lewis Perera of Nawala, defendant, and by virtue of the commission issued to me in case No. 228/1920, D. C., Colombo, I shall sell by public auction on June 26, 1920, at 4.30 P.M., at the spot, the following property declared specially bound and executable for the recovery of the amounts due under the said decree, to wit:—All that allotment of land called Delgahawatte, marked letter E, shaded pink in the plan, with all the buildings and plantations thereon, bearing assessment No. 164, situated at Nawala, in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; containing in extent 1 rood and 1 perch.

Further particulars can be had from the undersigned—

54, Belmont street,
Colombo, May 25, 1920.

H. M. PEIRIS,
Auctioneer and Broker.

Sale by Auction under Mortgage Decree.

UNDER decree entered in favour of Wickrama Aratchige Thebanis de Silva of Dematagoda, plaintiff, against Ranaweera Aratchige Don Lewis Perera of Nawala, defendant, and by virtue of the commission issued to me in case No. 227/1920, D. C., Colombo, I shall put up for sale by public auction on June 26, 1920, at 5 P.M., at the spot, the following property declared specially bound and executable for the recovery of the amounts due under the said decree, to wit:—All that allotment of land marked lot F, shaded pink in the plan, with the buildings and plantations thereon, bearing assessment No. 626A, from and out of the portion of garden situated at Welikada, in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; containing in extent 27 45/100 square perches.

Further particulars can be had from the undersigned—

54, Belmont street,
Colombo, May 25, 1920.

H. M. PEIRIS,
Auctioneer and Broker.

Auction Sale.

UNDER decree entered in case No. 14/1920, D. C., Colombo, and by virtue of the commission issued to me therein, I shall sell by public auction on June 30, 1920, commencing at 5 P.M., at the spot, the following properties, to wit:—(1) All that undivided $\frac{1}{2}$ part of all that allotment of land and of the building thereon (but exclusive of the plantations thereon), bearing No. 157, situated at Mutwal, Colombo; in extent 28 $\frac{3}{4}$. (2) All that undivided $\frac{1}{2}$ part of the land called Ambagahawatte, with the buildings and plantations thereon, bearing No. 158, situated at Mutwal, in Colombo; in extent 1 rood and 1 perch.

Further particulars can be had from the undersigned—

54, Belmont street,
Colombo, May 25, 1920.

H. M. PEIRIS,
Auctioneer and Broker.

Auction Sale.

UNDER decree in case No. 13,757 of the District Court of Negombo, entered in favour of the plaintiff Awanna Veena Rana Nana Ramasamy Pulle of Negombo, against the defendants (1) Manuel Pieris Waduge Juwan Pieris, Annavy of Tudella, and (2) Porutotage Warliyano Perera also of Tudella, and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 2,541.66, with interest on Rs. 2,000 at 25 per cent. per annum from July 21, 1919, to March 25, 1920, and thereafter at 9 per cent. per annum on the aggregate amount of decree till payment in full, costs of suit, I shall sell the under-mentioned properties, mortgaged by bond No. 14,915, dated February 20, 1918, attested by T. H. de Silva, Notary, by public auction, at the respective spots, on Monday, June 21, 1920:—

At 1.45 P.M.

1. The land called Ambagahawatta *alias* Telambugahawatta, situated at Tudella, in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent 2 roods and 8 perches, with the buildings standing thereon, as secondary mortgage, subject to the primary mortgage affected by bond No. 10,843 attested by the said T. H. de Silva, Notary, on April 20, 1915.

At 2.45 P.M.

2. The portion of land called Ehetugahagodella, situated at Gonagaha in Ragam pattu aforesaid; containing in extent 3 acres 1 rood and 34 $\frac{2}{10}$ perches, with the buildings thereon, as secondary mortgage, subject to the primary mortgage affected by bond No. 10,843 aforesaid.

At 3.45 P.M.

3. The land of contiguous lots, *i.e.*, Elhengodaowita, Elhengod owita *alias* Elhengodakumbura, and the Dalupotta, situated at Megoda Tammita in Ragam pattu aforesaid; containing in extent 8 acres 1 rood and 23 perches, with the buildings thereon, as secondary mortgage, subject to the primary mortgage affected by bond No. 10,843 aforesaid.

At 4.15 P.M.

4. The land called Elhengodaowita, situated at Megoda Tammita aforesaid; containing in extent 14 acres and 2 perches. Of this land, the undivided $\frac{1}{4}$ share, with the buildings standing thereon, as primary mortgage.

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

Negombo, May 18, 1920.

M. P. KURERA,
Auctioneer.

Auction Sale.

UNDER decree in case No. 14,025 of the District Court of Negombo, entered in favour of Awanna Veena Kana Nana Senappa Chetty, by his attorney Awanna Veena Kana Nana *alias* Kana Ramasamy Pulle of Negombo, the plaintiff, against the defendants Manuelperiswaduge John Peries, Annavy of Tudella, and Porutotage Warliyano Perera of Tudella, and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 4,250, with interest on Rs. 3,000 at 25 per cent. per annum from December 21, 1919, to April 19, 1920, and thereafter at 9 per cent. per annum on the aggregate amount of decree till payment in full and costs of suit, I shall sell the under-mentioned properties, mortgaged by bond No. 10,843, dated April 20, 1915, attested by T. H. de Silva, Notary, by public auction, at the respective spots, on Monday, June 21, 1920:—

At 2 P.M.

1. The land called Ambagahawatta or Telambugahawatta, situated at Tudella, in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent 2 roods and 8 perches, with the buildings thereon, as primary mortgage.

At 3 P.M.

2. The portion of land called Ehetugahagodella, situated at Gonagaha in Ragam pattu aforesaid; containing according to plan No. 265, dated May 2, 1908, made by

J. D. S. Goonesekera, Surveyor, in extent 3 acres 1 rood and 34 $\frac{2}{10}$ perches, with the buildings thereon as primary mortgage.

At 4 P.M.

3. The land of contiguous lots, to wit, Elhengodeowita, Elhengodeowita or Elhengodekumbura, and Dalupotha, situated at Megoda Tammita, in Ragam pattu aforesaid; containing in extent 8 acres 1 rood and 23 perches (*etc.* excluded), this land and the buildings thereon, as primary mortgage.

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

M. P. KURERA,
Auctioneer.

Negombo, May 18, 1920.

Auction Sale.

UNDER the decree in case No. 13,733 of the District Court of Negombo, entered in favour of the plaintiff Dr. Walter Loos of "Victoria Lodge," Negombo, against the defendant Panadura Atcharige Don Manuel Perera of 4th division, Tammita, Negombo, and by virtue of the order to sell issued to me for the recovery of the claim, interest, and costs therein appearing, I shall sell the under-mentioned property, mortgaged by bonds No. 5,607, dated February 24, 1912, and No. 7,391, dated February 14, 1913, both attested by T. H. de Silva, Notary, by public auction, at the spot, on Tuesday, June 22, 1920:—

At 4 P.M.

The southern half share of Ambagahawatta, situated at 4th division, Tammita, within the gravets and District of Negombo, Western Province; in extent 1 rood and 28 $\frac{1}{2}$ perches. Of this land, the undivided half share and the buildings standing thereon, mortgaged by the above recited two bonds, as primary and secondary mortgages.

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

M. P. KURERA,
Auctioneer.

Negombo, May 25, 1920.

Auction Sale of Properties at Kammala and Bandirippu, in Chilaw District.

UNDER decree in case No. 14,062 of the District Court of Negombo, entered in favour of the plaintiff Pena Reena Soona Pana Kana Nana Narayanan Chetty of Negombo, against the defendants (1) Warnakulasuriya Simeon Fernando of Kammala, and (2) Warnakulasuriya Simeon Thavarena of Nainamadama, in Chilaw District, and by virtue of the order to sell issued to me for the recovery of the claim, interest, and costs due thereunder, I shall sell the under-mentioned properties, mortgaged by bond No. 66, dated April 29, 1918, attested by J. D. Lorage, Notary, as primary mortgage, by public auction, at the respective spots, on Wednesday, June 23, 1920:—

At 2 P.M.

(1) The undivided $\frac{6}{8}$ shares of the undivided $\frac{1}{4}$ share of the allotment of field called Dalupotha, situated at Kammala, in Kammal pattu of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent 2 bushels of paddy sowing ground, more or less.

At 2.15 P.M.

(2) The undivided $\frac{6}{8}$ shares of the undivided half share of the divided half share of the field called Rangankotuwa, in Kammala aforesaid; the said divided half share containing in extent 1 bera of paddy sowing ground, more or less.

At 3.30 P.M.

(3) From and out of the undivided extent of 200 coconut trees plantable ground towards the western boundary of the undivided half share of the land depicted as lot 144, situated at Bandirippuwa, in Otara palata of Pitigal korale aforesaid; containing in extent 48 acres and 36 perches, more or less, the undivided $\frac{6}{8}$ shares.

Further particulars from S. K. Wijeratnam, Esq., Proctor and Notary, or from—

M. P. KURERA,
Auctioneer.

Negombo, May 25, 1920.

Auction Sale of Valuable Properties at Wattala and Dalugama, in the District of Colombo, and Kosinna, in the District of Kurunegala.

UNDER decree in case No. 13,861, D. C., Negombo, entered in favour of the plaintiff Kuna Pana Rawanna Mana Ana Vena Alagappa Chetty, by his attorney Kanappa Chetty of Negombo, against the defendant Madurawalage Don Lazarus Jayasundera Goonawardena Appahamy of Dalugama, and by virtue of the order issued to me from the District Court of Negombo in case No. 13,861, I shall sell the under-mentioned properties, mortgaged by bond No. 1,612, dated April 17, 1916, and attested by D. L. E. Amerasinghe, Notary, by public auction, at the respective spots, on Thursday, June 24, 1920 :—

At 10 A.M.

(1) All that allotment of land called Eeriagahawatta depicted as lot "A" in plan No. 508, dated April 5, 1915, made by J. H. W. Smith, Licensed Surveyor, situated at Wattala, in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent 1 acre and 28 perches, with the buildings standing thereon.

At 10.15 A.M.

(2) All that allotment of land called Eeriagahawatta, situate at Wattala aforesaid; containing in extent 3 bushels of paddy sowing ground, more or less, with the buildings standing thereon.

At 11.30 A.M.

(3) All that allotment of land called Makulugahawatta (being a divided half share depicted in plan No. O 392, dated February 13, 1907, made by D. A. Jayawardane, Licensed Surveyor), situated at Dalugama, in Adikari pattu of Siyane korale, in the District of Colombo, aforesaid; containing in extent 1 rood and 12 perches, with the buildings standing thereon, possessed by the said defendant for and in lieu of the half share purchased by him from and out of all that land called Makulugahawatta, situate at Dalugama aforesaid; and containing in extent 7 paras of paddy sowing ground, more or less.

On Friday, June 25, 1920, at 4 P.M.

(4) The undivided $\frac{1}{2}$ share of all that land comprised of the contiguous allotments called Hankedeniya, Bogahamulahena, Moonamalgahamula Pillewa, Kohombagahamulahawatta, Mahakosgahamulahawatta, Unapanduragawawatta, Indigollehena, Halgahakotuwehena, Menerikanattahena, Bogahamulahawatta, Bulugahamulahawatta, Kahatagahamulahena, Gammasanhena, Ketakellagahamulahena, Halgahakotuwehena, and Halgahakotuwehena, situate at Kosinna, in Dambadeni Udugaha korale east of the Dambadeni hatpattu, in the District of Kurunegala, North-Western Province; the entire land in extent 24 acres 3 roods and 32 perches, more or less.

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

M. R. KURERA,
Auctioneer.

Negombo, May 25, 1920.

Auction Sale of Properties at Kelegedera and Wilagedera, in the District of Kurunegala.

UNDER decree in case No. 13,251 of the District Court of Negombo, entered in favour of the plaintiff Moona Roona Rawanna Mana Soona Pana Suppramanian Chetty, by his attorney Moona Roona Rawanna Mana Soona Pana Ramnaden Chetty of Negombo, against the defendants (1) Patiraja Mudiyansele Bandappahamy and (2) Patiraja Mudiyansele Mudiyansele alias Mudalihamy, both of Vilagedera, in Karandapattu korale of the Katugampola hatpattu, in the District of Kurunegala, North-Western Province, and by virtue of the order to sell issued to me for the recovery of the claim, interest, and costs due thereunder, less Rs. 225 paid by the defendants; I shall sell the under-mentioned properties, mortgaged by bond No. 26,138, dated April 29, 1915, attested by N. J. C. Wijesekera, Notary, by public auction, at the respective spots; on Wednesday, June 23, 1920, to wit :—

At 2 P.M.

1. The land called Gederawatta, situated at Kelegedera in Karanda pattu korale aforesaid; containing in extent

3 lahas of kurakkan sowing ground. Of this land and of the buildings thereon, the undivided $\frac{2}{3}$ shares of the undivided $\frac{1}{2}$ share, as primary mortgage.

At 2.15 P.M.

2. The land called Talgahamulahawatta and the adjoining land called Gammasanawatta, situated at Kelegedera aforesaid; containing in extent 15 lahas of kurakkan sowing ground. Of this land and of the buildings thereon, the undivided $\frac{2}{3}$ shares of the undivided $\frac{1}{2}$ share, as primary mortgage.

At 2.30 P.M.

3. The land called Polambewatta, situated at Kelegedera aforesaid; containing in extent 4 lahas of kurakkan sowing ground. Of this land and of the buildings standing thereon, the undivided $\frac{2}{3}$ shares of the undivided $\frac{1}{2}$ share, as primary mortgage.

At 2.45 P.M.

4. The land of contiguous lots called Kadewatta and the adjoining high ground alias Kohombagahamulahena, situated at Kelegedera aforesaid; containing in extent 4 kurunies of kurakkan sowing ground. Of the soil and all the plantations and buildings of this land, the undivided $\frac{2}{3}$ shares of the undivided $\frac{1}{2}$ share, as primary mortgage.

At 4.30 P.M.

5. The land called Kongahamulahena or Nadunhena, situated at Vilagedera aforesaid; containing in extent about 7 acres. Of the soil and all the plantations and buildings of this land, the undivided $\frac{2}{3}$ shares of the undivided $\frac{1}{2}$ share, as primary mortgage.

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

M. P. KURERA,
Auctioneer.

Negombo, May 25, 1920.

Auction Sale.

UNDER mortgage decree in case No. 11,471 of the District Court of Negombo, entered in favour of the plaintiff Para Sana Awanna Thana Arunasalam Chetty of Negombo, against the defendant Weerapurage Henry Fernando of Dalupota, 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, June 19, 1920, the under-mentioned properties, to wit :—

At 4 P.M.

1. An undivided $\frac{1}{2}$ share from and out of the $\frac{1}{2}$ share, in extent 1 rood of the land called Kongahawatta, situate at Dalupota, in Dunagaha pattuwa, in Negombo District.

At 4.15 P.M.

2. The land called Ambagahawatta, situate at Dalupota aforesaid, in extent about 1 acre (exclusive of one marked coconut tree).

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

K. L. PEREIRA,
Auctioneer.

Negombo, May 25, 1920.

Auction Sale Under Mortgage Decree.

In the District Court of Negombo.

Ana Runa Awanna Suppiah Pulle of Negombo... Plaintiff.
No. 14,100. Vs.

Warnakulasuriya Maria Fernando of Palagatura for her own capacity and as legal representative of the estate of the late Warnakulasuriya Suse Fernando, deceased Defendant.

UNDER and by virtue of the decree and order in the above case, I shall sell the under-mentioned property declared bound and executable for the recovery of the principal, interest, and costs, by public auction, at the spot, on Thursday, June 10, 1920, at 9.30 A.M., to wit :—

All that portion of land called Kadurugahawatapanguwa, situated at Palagaturai, in Dunagaha pattu, in Negombo

District, with the buildings standing thereon; containing in extent 2 roods.

Further particulars from S. K. Wijayarathnam, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, May 24, 1920. C. RAJARATNAM, Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

S. P. A. V. Arunachalam Chetty, by attorney R. M. Dharmalingam, Plaintiff. Vs. Singhalapedittu Palage Mutuwa of Meetanwala, in Gandahaye korale. Defendant.

UNDER and by virtue of decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property, on the first land herein below, declared bounded and executable under the said decree, viz:—

On Friday, June 25, 1920, commencing at 3.30 P. M.

1. An undivided $\frac{1}{2}$ shares of Pangalamadekumbura of 2 pelas paddy sowing in extent.
 2. An undivided $\frac{1}{2}$ share of Hakurukumbura of 5 lahas paddy sowing in extent.
 3. An undivided $\frac{1}{2}$ share of the land called Pallewatta of about one seer kurakkan sowing in extent, with the houses, buildings, and plantations, &c., thereon.
 4. An undivided $\frac{1}{2}$ share of Dombagahamulahena of 2 pelas paddy sowing extent, with the plantations, &c., thereon, all situated at Meetanwala Pallegama aforesaid.
- For further particulars please apply to me:

Kurunegala, May 20, 1920. T. B. AMUNUGAMA, Auctioneer.

Auction Sale of Property at Vannarponnai East, in the District of Jaffna.

ORDER decree in case No. 14,415, D. C., Jaffna, entered in favour of the plaintiff (1) Chellappah Nagalingam, and (2) wife Annapooraniammah of Vannarponnai East, against the defendants (1) Ponniah Cheddi Chinnanan Cheddi of Vannarponnai East and others, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property by public auction on Monday, June 21, 1920, at 4.30 P.M., at the spot:—

Land situated at Vannarponnai East called Vannanthoddam, in extent 5 lachams varaku culture, with the well, and cultivated and spontaneous plantations; bounded on the east by rail road, north by the property of Chellam, widow of Chuppiyah, and by property belonging to Venkadasappapperumal, west by the property of Saravanamuttu Veluppillai, and on the south by the property of Kodirkama Cheddi Ponniah, the whole hereof.

C. RASANAYAGAM, Commissioner.

Application for Enrolment as a Proctor.

SIX weeks hence, I, Arukattipattabendige Daniel Abeyesuriya of Matara, Proctor of District Court of Matara, do hereby give notice that I shall apply to the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Honourable Court.

Matara, May 22, 1920.

A. D. ABEYESURIYA.

THE CEYLON MOSLEM EDUCATIONAL SOCIETY, LIMITED, COLOMBO.

Allansruhe, Colombo, March 9, 1920.

The Directors, The Ceylon Moslem Educational Society, Ltd., Colombo.

GENTLEMEN,—I HAVE now completed the audit of the accounts relating to the Society for the period ending December 31, 1919, and have pleasure in handing you herewith, duly certified, statement made up as at that date.

You will see that the statement is drawn up in detail, the amount received on shares allotted, and the extent to which they are paid up. Contributions to be set aside for payment to the Ceylon Government for war purposes, as provided for in paragraph 5 of the prospectus, and donations are shown under separate distinctive headings.

The statement, so far, speaks for itself, that it is unnecessary for me to comment on it item by item, but I desire, however, to draw your attention to the fact that no preliminary and formation expenses or management expenses have, so far, been charged to the Society. The whole of the amount received during the period covered by the account is in deposit, on current account, in the National Bank of India, as shown on the asset side of the statement.

I am pleased to state that I have found the books well and neatly kept, and that all my requirements as Auditor have been duly complied with.

ALLANSON H. GOMES, Public Auditor for the purpose of "The Societies Ordinance, 1891."

Statement of Receipts during the Period ending December, 1919.

By cash received from subscribers in payment of First Call on 5,814 shares at Rs. 2.10 per share (cents 16 per share being contribution to the Ceylon Government for war purposes)	12,209 40
By Calls paid in advance	163 0
By Sundry receipts	8,244 44
	<u>20,616 84</u>

Balance Sheet, December 31, 1919.

Capital and Liabilities.		Assets.	
	Rs. c.		Rs. c.
To Capital—		By Cash—	
Authorized 100,000 shares of Rs. 10 each—		On current account at National Bank of India, Ltd.	20,614 84
Rs. 1,000,000.		In hand.	2 0
Issued 5,814 shares. Rs. 10 each, Rs. 2 called	11,682		
Add calls paid in advance	163		
To Ceylon Government (for war purposes), contribution of Members set aside in terms of rule No. 5	581 40		
To donations	8,210 94		
To sundry creditors deposits in part payment of first call in respect of shares applied for	33 50		
	<u>20,616 84</u>		<u>20,616 84</u>

Expenditure—Nil.

M. T. AKBAR, Honorary Secretary.

I certify that I have verified the above statement with the books and accounts of the Society and found the same to be correct.

ALLANSON H. GOMES, Public Auditor for the purpose of "The Societies Ordinance, 1891."

I, the undersigned, being a Public Auditor under provisions of section 18 of the Societies Ordinance of 1891, having had access to all the books and accounts of the above-mentioned Society, and having examined the foregoing statement and verified the same with the accounts relating thereto, now sign the same as found to be correct, duly vouched, and in accordance with law.

ALLANSON H. GOMES.

M. T. AKBAR, Honorary Secretary.

Colombo, March 9, 1920.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages having been left at Maradana Indian Goods shed beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on Tuesday, June 15, 1920, at 1 P.M. Goods must be cleared on or before June 18, 1920 :—

Vessel and Date.	Mark.	Number.	Number and Description of Goods.
ss. Elgin of February 13, 1920	S. B. W. 783	—	1 case biscuits
Do.	do. 806	—	do.
Do.	do. 808, 815	—	2 case biscuits
Do.	do. 809, 810	—	do.
Do.	do. 788, 769	—	do.
ss. Elgin of February 11, 1920	do. 789, 790	Can. No. 204 of January 28, 1920	do.
ss. Elgin of February 12, 1920	do. 784, 785	Can. No. 213 of January 30, 1920	do.
Do.	do. 804, 805	Can. No. 216 of January 30, 1920	do.
Do.	do. 806, 807	Can. No. 218 of January 30, 1920	do.

H. M. Customs,
Colombo, May 22, 1920.

W. E. WAIT,
for Principal Collector.

Importation of Rice into the several Ports of Ceylon for the Week ended May 22, 1920.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Rangoon	203,326

Shipped during the week 1,547.

H. M. Customs,
Colombo, May 25, 1920.

W. E. WAIT,
for Principal Collector.

Change of School Management.

NOTICE is hereby given that Rev. A. Lockwood has been appointed Manager of the Schools mentioned below in place of Rev. W. C. Bird :—

Schools referred to.

Batticaloa Central Boys	Palameenmadu m
Batticaloa Vincent Girls	Talankuda m
Batticaloa Girls	Kokkadicholai m
Amirthakali m	Chittandikudi m
Arasadi Practising Boarding (Koddaimunai) m	Keluvankerny m
Arasadi Industrial Boarding (Koddaimunai) b	Vantarumula m
Singalavadi m	Kadiraveli m
Valayaravu m	Kinniadi m
Arasipathai m	Eruvil m
Kalladi m	Kovil Porativu m
Karaveddi m	Palukamam m
Kirankulam m	Arasadi b
	Arasadi Boarding b

Education Office,
Colombo, May 14, 1920.

E. B. DENHAM,
Director of Education.

Nungomuwa Industrial School.

NOTICE is hereby given that an application has been received from Rev. T. G. Perera to remove his Nungomuwa Industrial School, which is situated in Siyane korale west in Colombo District of the Western Province, to a new site half a mile to the west of the present site.

Education Office, Colombo, May 21, 1920.

A. S. HARRISON,
Acting Director of Education.

Registration of Medical Students.

IT is notified that, under the regulations as modified by the General Council of Medical Education and Registration of the United Kingdom, the holders of the following certificates are eligible for registration as medical students :—

(1) The London Matriculation Certificate or the Cambridge Senior School Certificate accepted for Matriculation

in the Faculty of Arts or that of Science in any University of Great Britain, without regard to the subjects included in the certificate.

(2) The Cambridge Senior School Certificate not accepted under (1) above, provided it shows *either*—

- (a) That English and Mathematics have been passed "with credit," or
(b) That English and a language other than English have been passed "with credit"; and also that Mathematics has been passed on a "sufficient" standard.*

A certificate which does not fulfil one or more of the conditions in (2) is accepted, provided it is supplemented by further Senior Certificates obtained subsequently, which fulfil conditions (a) or (b).

* The certificate under (b) must show, by an explicit attestation of the examining authority, that Mathematics has been passed on a "sufficient" standard.

Education Office, Colombo, May 26, 1920.

A. S. HARRISON,

Acting Director of Education.

Railway Clerical Service.

A GENERAL Entrance Examination to qualify for admission to Class II, Grade II, of the Railway Clerical Service, will be held shortly, and candidates desirous of having their applications considered in connection therewith should submit same to me on or before June 12, 1920. No applications will be considered from candidates over 21 years of age, or who are not of good physique, or have not passed one of the following examinations :—

- Elementary School-Leaving Certificate Examination.
Cambridge Junior or Senior Local Examination.
Cambridge Junior or Senior School Examination.

Application, which should be made in applicant's own handwriting, should clearly state date of birth and educational qualification, otherwise an application form will not be issued.

Applications from candidates who do not comply with the above conditions will not be replied to.

General Manager's Office,
Colombo, May 21, 1920.

G. P. GREENE,
General Manager.

Closure of Area for Application Surveys in Northern Province.

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

2. The Province is divided into—

- Area No. 1, which includes Jaffna District.
Area No. 2, which includes Mannar District.
Area No. 3, which includes Mullaitivu District.

3. Area No. 1 will be closed on July 1, 1920, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again re-opened. This, however, will not preclude applicants from submitting to me for registration, applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 2, followed in due course by area No. 3. Applications for the purchase or lease of Crown land in these two areas should be forwarded to me as early as possible.

5. The date of closure of No. 2 area will be shortly published and will represent the date of completion of all work in area No. 1.

P. C. NICHOLAS,
for Government Agent.

May 20, 1920.

Closing of Maharagama-Polgahawela Road.

THE 3rd mile, Maharagama-Polgahawela road, in the North-Western Province, will be closed for about two weeks from the 24th instant to permit of repairs to the Kuda-oye bridge.

Public Works Office,
Colombo, May 20, 1920.

H. B. LEES,
for Director of Public Works.

Appointments as Forest Rangers, Grade II.

CANDIDATES for appointment as Forest Rangers, Grade II, on probation, are invited to submit applications before June 30, 1920.

2. Candidates must not be less than 18 or more than 22 years of age, and must furnish the certificates enumerated below, and also state their height and chest measurements in their applications:—

- (a) A certificate of age.
(b) A health certificate from a Government Medical Officer testifying to the candidate's sound constitution, good vision and hearing, and physical fitness for duty in any part of the Island.
(c) A certificate of respectability and good moral character from two or more persons whose social or official position can be accepted as a guarantee of reliability.
(d) A certificate that the candidate has passed one of the following tests:—

- (1) The Entrance Examination or the First Examination in Arts (Calcutta);
- (2) The London College of Preceptors' Examination, 1st Division;
- (3) The Matriculation Examination of the London University. A knowledge of mensuration is also indispensable;
- (4) The Cambridge Junior or Senior School Certificate Examination or the Cambridge Junior or Senior Local Examination, but a pass in English and Mathematics is compulsory; or
- (5) Tests of educational qualifications corresponding to or not below any of the above, of which proof must be produced.

3. Candidates need only furnish copies of certificates, which will not be returned. No intimation will be given to unsuccessful candidates, nor will letters inviting attention to applications tendered be replied to.

4. Candidates must submit their applications in person through the Deputy or Assistant Conservator of Forests within whose division they reside, and post copy of same direct to the Conservator of Forests. The originals of the certificates should be produced to the Deputy or Assistant Conservator of Forests, who should certify to the correctness of the copies of certificates attached to the applications. Any candidates already in the service of Government must submit their applications similarly through the Head of their Department and the Deputy or Assistant Conservator of Forests.

5. Successful candidates will be on probation for two years, and are liable to removal from the service at any time within that period without a reason being assigned for the same.

6. Dismissed employes of Government need not apply. Any candidate who is a dismissed employee, in the event of his appointment, will be deemed to have secured entry under false pretences, and on detection will be summarily dismissed.

7. While on probation candidates will draw a salary of Rs. 25 per mensem, and if confirmed in their grade will draw a salary of Rs. 300 per annum rising by increments and promotions to Rs. 1,200 per annum. For really capable men there are, besides, reasonable prospects of promotion to Foresterships carrying salaries from Rs. 1,260 to Rs. 2,280 per annum.

8. Candidates who display exceptional merit during the period of probation may be selected for training at the Madras Forest College, Coimbatore, at the expense of the Government of Ceylon.

9. On successfully completing the course and obtaining the Higher Standard Certificate of the College candidates will be appointed to the technically trained staff of Forest Rangers on salaries not below Rs. 600 per annum, and become eligible for appointments carrying salaries rising to Rs. 3,000 per annum and possibly higher.

Kandy, May 19, 1920.

H. F. TOMALIN,
Conservator of Forests.

Rinderpest.

WHEREAS by proclamations dated April 17 and 20, 1920, and published in the *Government Gazette* No. 7,101 of April 30, 1920, the villages known as Rawatawatta and Moratumulla, within the Local Board limits of Moratuwa, in Salpiti korale of the Western Province, were proclaimed as infected areas 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 areas, it is hereby notified and declared that the said areas are now free from rinderpest and are no longer infected areas.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, May 17, 1920.

R. J. PEREIRA,
for Government Agent.

Rinderpest.

WHEREAS by proclamations dated March 20 and April 8, 1920, and published in the *Government Gazette* Nos. 7,094 of March 26 and 7,100 of April 23, 1920, the villages known as Erewwala and Nampamunuwa, in Salpiti korale of the Western Province, were proclaimed as 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 areas, it is hereby notified and declared that the said areas are now free from rinderpest and are no longer infected areas.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, May 18, 1920.

P. J. HUDSON,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the land known as Pelangahawatta at Gampaha Medagama 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 lands belonging to Mahawitanage Rapiel Appu and others, east by the lands owned by K. O. Heras Sinno and others, south by the field, and west by dewata road.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, May 20, 1920.

R. J. PEREIRA,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Gangodawila, in Colombo Mudaliya's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the south by Depa-ela between Gangodawila and Pepiliyana, north and east by Nugegoda-Kesbewa road, and west by the boundary field separating Gangodawila and Kalubowila.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, May 20, 1920.

R. J. PEREIRA,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Etul Kotte in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Rajagiriya junction, south by Pita Kotte Christian Mission School junction, east by Battaramulla junction, and west by Nawala bridge.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, May 20, 1920.

R. J. PEREIRA,
for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 25, situated at Layard's Broadway, 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 May 20, 1920.

The Municipal Office,
Colombo, May 22, 1920.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 7, 1920, published in the *Government Gazette* No. 7,103 of May 14, 1920, the premises bearing assessment No. 102, situated at Korteboom 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 foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from May 17, 1920.

The Municipal Office,
Colombo, May 19, 1920.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

Foot-and Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 7, situated at Gregory's road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from May 15, 1920.

The Municipal Office,
Colombo, May, 24, 1920.

CHAS. W. PATE,
Municipal Veterinary Surgeon

Foot and-Mouth Disease.

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

This declaration shall take effect from May 16, 1920.

The Municipal Office,
Colombo, May 24, 1920.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

Hoof-and-Mouth Disease.

WHEREAS by proclamation dated March 25, 1920, and published in the *Government Gazette* No. 7,095 of April 1, 1920, the village of Angunawala in Udunuwara, in the District of Kandy, in the Central Province, was proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas hoof-and-mouth disease no longer exists in the said area, it is now declared free from hoof-and-mouth disease and to be no longer an infected area.

This declaration is to take effect from date hereof.

Kandy Kachcheri,
May 24, 1920.

S. PHILLIPSON,
for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the village of Ambanella, in Yatipaleta korale of Walapane: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909:

The area of Ambanella village bounded on the north by Dodanwelakandura, east by Wewatenna, south by Kuda-oya, and west by Denabure village.

This declaration is to effect from this date.

The Kachcheri,
Nuwara Eliya, May 20, 1920.

G. S. WODEMAN,
Assistant Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Harasbedda, in Yatipalata korale of the Walapane division, Nuwara Eliya District: 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 of Harasbedda village bounded on the north by the Demonstration garden and patana, east by the Crown forest and patana, south by the patana below the road trace, and west by the vegetable garden of James Appu.

This declaration is to take effect from this date.

The Kachcheri,
Nuwara Eliya, May 22, 1920.

G. S. WODEMAN,
Assistant Government Agent.

Rinderpest.

WHEREAS by proclamations dated February 23 and March 22, 1920, published in the *Gazettes* Nos. 7,088 and 7,094 of February 27 and March 26, 1920, the divisions of Narammala and Rammutugala palatas, respectively, were declared infected areas, and whereas rinderpest no longer exists in the said areas, they are hereby declared free from rinderpest and to be no longer infected areas.

Kurunegala Kachcheri,
May 20, 1920.

C. R. CUMBERLAND,
Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the villages Keppitiwalana, Pahala and Ihala Kalalpitiya, and Boyawalana in Udukaha korale south in Dambadeni hatpattu, in the District of Kurunegala, North-Western Province: I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the said villages, the boundaries of which are specified below, is an infected area :—

Boundaries referred to.

North: Galgomu palata.

East: Mirihelle palata.

South: Imbulgoda and Udukekulawala palatas.

West: Kuda-oya.

Kurunegala Kachcheri,
May 25, 1920.

C. R. CUMBERLAND,
Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

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

J. A. MAYBIN,
Financial Assistant to the Chairman,
The Municipal Office,
Colombo, May 24, 1920.

SCHEDULE.

Date of Sale : Monday, June 21, 1920.

2nd Division Maradana.

Premises No.	Quarter and Year.	Time of Sale. A.M.
1854/97	.. 1st quarter, 1914, to 3rd quarter, 1919, and riot tax, 1916-17	7
1854A/97	.. 4th quarter, 1918, to 3rd quarter, 1919	7. 5
1855/97	.. 3rd and 4th quarters, 1911, and 4th quarter, 1916, to 3rd quarter, 1919, and riot tax, 1917	7. 10
1865A/94	.. 1st quarter, 1918, to 3rd quarter, 1919	7. 15
<i>Arab lane.</i>		
1886/6	.. 3rd quarter, 1919	7. 20
<i>2nd Division Maradana.</i>		
1906/68	.. 1st to 3rd quarter, 1919	7. 25
<i>Avondale road.</i>		
1909/17	.. 1st to 3rd quarter, 1919	7. 30
1910/17	.. Do.	7. 35
1913A/20	.. 2nd and 3rd quarters, 1919	7. 40
1914-1914A/18	.. Do.	7. 45
<i>2nd Division Maradana.</i>		
1924/61C	.. 3rd quarter, 1919	7. 50
1933/47	.. 2nd and 3rd quarters, 1919	7. 55
1936-1937/46	.. Do.	8
1947/44	.. 1st to 3rd quarter, 1919	8. 5
1972/25	.. 1st to 4th quarter, 1913	8. 10
1998/6	.. 1st quarter, 1914, to 3rd quarter, 1919, and riot tax, 1916 and 1917	8. 15
2000/6	.. Do.	8. 20
<i>Sutherland road.</i>		
2004/5	.. 3rd quarter, 1919	8. 25
2007/8	.. 1st to 3rd quarter, 1919	8. 30
2011A/8D	.. Do.	8. 35
2011B/8D	.. Do.	8. 40
2013/8D	.. Riot tax, 1917	8. 45
<i>Darley road.</i>		
2015/1	.. 3rd quarter, 1919	8. 50
2017/1B	.. Do.	8. 55
2020/2	.. Do.	9
<i>Forbes road.</i>		
2030/22	.. 3rd quarter, 1919	9. 5
2046A/13B	.. 1st quarter, 1915, to 3rd quarter, 1919, and riot tax, 1916-17	9. 10
2068/4	.. 3rd and 4th quarters, 1917	9. 15
2072/1B	.. 1st to 3rd quarter, 1919	9. 20
2073A/1A	.. 2nd and 3rd quarters, 1919	9. 25
<i>Symond's road.</i>		
2090/5A	.. 2nd and 3rd quarters, 1919	9. 25
2091/5A	.. Do.	9. 35
2092/5A	.. Do.	9. 40
2093/5A	.. Do.	9. 45
2094/5A	.. Do.	9. 50
2104/1A	.. Do.	9. 55

2nd Division Maradana.

Premises No.	Quarter and Year.	Time of Sale. A.M.
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2108/7	.. 2nd quarter, 1918, to 3rd quarter, 1919	10
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Date of Sale : Tuesday, June 22, 1920.

2nd Division Maradana.

2109/7	.. 2nd quarter, 1918, to 3rd quarter, 1919	7
2110/7	.. Do.	7. 5
2112/14A	.. 3rd quarter, 1919	7. 10

Dean's road.

2127/70	.. 3rd quarter, 1919	7. 15
2128/70A	.. Do.	7. 20

Forbes road.

2176/42A	.. 3rd quarter, 1919	7. 25
2177/42	.. Do.	7. 30

Forbes lane.

2196/2A	.. 3rd quarter, 1919	7. 35
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Forbes road.

2228/32	.. 2nd and 3rd quarters, 1919	7. 40
2243/26	.. 3rd quarter, 1919	7. 45
2245A/24	.. 2nd and 3rd quarters, 1919	7. 50

Darley road.

2250/11	.. 1st to 3rd quarter, 1919	7. 55
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2251/12	.. Do.	8
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2257/17B	.. Do.	8. 5
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2258/17A	.. Do.	8. 10
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2259A/17	.. Do.	8. 15
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2272/24A	.. Do.	8. 20
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2283/31	.. 4th quarter, 1918, to 3rd quarter, 1919	8. 25
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2283A/31	.. Do.	8. 30
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2285/31F	.. Do.	8. 35
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2291/29	.. 1st to 3rd quarter, 1919	8. 40
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2292/29A	.. 1st quarter, 1915, to 3rd quarter, 1919, and riot tax, 1916 and 1917	8. 45
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2293/29A	.. 2nd and 3rd quarters, 1919	8. 50
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2294/29A	.. Do.	8. 55
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2295/29A	.. Do.	9
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2296/29A	.. 3rd quarter, 1919	9. 5
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2297/29A	.. Do.	9. 10
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2298/29A	.. Do.	9. 15
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2304/33/33A	.. 1st to 3rd quarter, 1919	9. 20
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2306/34	.. Do.	9. 25
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Rudd's lane.

2316/3	.. 1st to 3rd quarter, 1919	9. 30
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Dean's road.

2345/61	.. 3rd quarter, 1919	9. 35
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2357/35A	.. Do.	9. 40
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2358/35	.. Do.	9. 45
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2360/35C	.. 1st quarter, 1918, to 3rd quarter, 1919, and riot tax, 1916 and 1917	9. 50
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2362/35E	.. 3rd quarter, 1919	9. 55
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Avondale road.

2364/1A	.. 3rd quarter, 1919	10
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Date of Sale : Wednesday, June 23, 1920.

Avondale road.

2365/1A	.. 3rd quarter, 1919	7
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2368/4	.. 2nd and 3rd quarters, 1919	7. 5
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2372/6	.. 3rd quarter, 1919	7. 10
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2377/9B	.. Do.	7. 15
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2389A/12	.. 2nd and 3rd quarters, 1919	7. 20
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2390/12A	.. 1st to 3rd quarter, 1919	7. 25
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2413/36	.. 2nd and 3rd quarters, 1919	7. 30
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2415/33/34	.. 3rd quarter, 1919	7. 35
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Arab lane.

2441A/20	.. 2nd and 3rd quarters, 1919	7. 40
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2444/4	.. 1st to 3rd quarter, 1919	7. 45
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2444A/5	.. Do.	7. 50
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2457/9	.. Do.	7. 55
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2nd Division Maradana.		
Premises No.	Quarter and Year.	Time of Sale. A.M.
2464/85	.. 1st quarter, 1918, to 3rd quarter, 1919, and riot tax, 1917	.. 8
2469A/105	.. 1st to 3rd quarter, 1919	.. 8. 5
<i>Darley road.</i>		
2540/50	.. 3rd quarter, 1919	.. 8. 10
<i>Captain's Garden.</i>		
2592A/9A	.. 1st quarter, 1912, to 3rd quarter, 1919, and riot tax, 1916 to 1917	.. 8. 15
<i>Regent street.</i>		
2631/13	.. 1st quarter, 1918, to 3rd quarter, 1919	8. 20
2634/13	.. 1st quarter, 1915, to 3rd quarter, 1919, and riot tax, 1916 to 1917	.. 8. 25
2642/16	.. 3rd quarter, 1919	.. 8. 30
2643/17	.. 1st to 3rd quarter, 1919	.. 8. 35
2648/97	.. 3rd quarter, 1913, to 3rd quarter, 1919, and riot tax, 1916 to 1917	.. 8. 40
2650/22c	.. 1st to 3rd quarter, 1919	.. 8. 45

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

J. A. MAYBIN,

Financial Assistant to the Chairman.

The Municipal Office,
Colombo, May 24, 1920.

SCHEDULE.

Date of Sale : Friday, June 25, 1920.

Layard's Broadway.

Premises No.	Quarter and Year.	Time of Sale. A.M.
371.59	.. 1st and 2nd quarters, 1919	.. 7
374.62	.. Do.	.. 7. 5
374A.62A	.. Do.	.. 7. 10
375.63	.. Do.	.. 7. 15
380.68	.. Do.	.. 7. 20
383A.69A	.. Do.	.. 7. 25
396.84	.. Do.	.. 7. 30

Urugodawatta.

626.2	.. 1st and 2nd quarters, 1919	.. 7. 35
637.640.13	.. 4th quarter, 1918, to 2nd quarter, 1919	7. 40
681A.38A	.. 1st and 2nd quarters, 1919	.. 7. 45
682.38	.. Do.	.. 7. 50

Nagalagam street.

683.38	.. 1st and 2nd quarters, 1919	.. 7. 55
714.18	.. Do.	.. 8
718.25	.. Do.	.. 8. 5
724.31	.. Balance, 4th quarter, 1918, to 2nd quarter, 1919	.. 8. 10
775.75/76	.. 4th quarter, 1917, to 2nd quarter, 1919	8. 15

Madampitiya Cemetery.

1552.57A	.. 1st quarter, 1918, to 2nd quarter, 1919	8. 20
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Daniel's road.

1383.178	.. 1st and 2nd quarters, 1919	.. 8. 25
1384.177	.. 2nd quarter, 1919	.. 8. 30
1391.174A	.. Do.	.. 8. 35

Nagalagam street.

719.26	.. 3rd quarter, 1918, to 2nd quarter, 1919	8. 40
720.27	.. Do.	.. 8. 45
722.30	.. 4th quarter, 1918, to 2nd quarter, 1919	8. 50
723.30A	.. 3rd quarter, 1918, to 2nd quarter, 1919	8. 55
726.32	.. 1st and 2nd quarters, 1919	.. 9

Premises No.	Quarter and Year.	Time of Sale. A.M.
727.33	.. 4th quarter, 1918, to 2nd quarter, 1919	9. 5
780.1	.. 3rd quarter, 1917, to 2nd quarter, 1919	9. 10
782.4	.. Do.	.. 9. 15
783.5	.. Do.	.. 9. 20
789.9/14	.. Do.	.. 9. 25
790.120B	.. Do.	.. 9. 30
863.185	.. 3rd quarter, 1918, to 2nd quarter, 1919	9. 35
725.32	.. 4th quarter, 1918, to 2nd quarter, 1919	9. 40
739.41	.. 2nd quarter, 1919	.. 9. 45
755.53	.. Do.	.. 9. 50
756.53A	.. Do.	.. 9. 55

Daniel's road.

1393.171	.. 4th quarter, 1918, to 2nd quarter, 1919	10
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Date of Sale : Saturday, June 26, 1920.

Daniel's road.

1394.171	.. 4th quarter, 1918, to 2nd quarter, 1919	7
1401.166	.. 1st and 2nd quarters, 1919	.. 7. 5
1403.164	.. Do.	.. 7. 10
1407.195A	.. Do.	.. 7. 15
1406.195	.. Do.	.. 7. 20
1418.93	.. Do.	.. 7. 25
1421.93A	.. Do.	.. 7. 30
1423.93A	.. Do.	.. 7. 35
1427.203	.. Do.	.. 7. 40
1428.203A	.. Do.	.. 7. 45

Madampitiya.

1603.8	.. 1st and 2nd quarters, 1919	.. 7. 50
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Alutnawata.

3046.220	.. 2nd quarter, 1919	.. 7. 55
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Daniel's road.

1416.200	.. 1st and 2nd quarters, 1919	.. 8
1417.201	.. Do.	.. 8. 5

Layard's Broadway.

343.38	.. 1st and 2nd quarters, 1919	.. 8. 10
369B.50B	.. Do.	.. 8. 15

Urugodawatta road.

651.10	.. 1st and 2nd quarters, 1919	.. 8. 20
658.17	.. Do.	.. 8. 25
665.24	.. 2nd quarter, 1919	.. 8. 30
669.27	.. 1st and 2nd quarters, 1919	.. 8. 35
671.28A	.. 2nd quarter, 1919	.. 8. 40
672.29A	.. 1st and 2nd quarters, 1919	.. 8. 45
688.43	.. 2nd quarter, 1919	.. 8. 50
689.24	.. Do.	.. 8. 55
690.23A	.. 1st and 2nd quarters, 1919	.. 9
699.45	.. 2nd quarter, 1918, to 2nd quarter, 1919	9. 5

Nagalagam street.

892.218	.. 1st and 2nd quarters, 1919	.. 9. 10
901.227	.. Do.	.. 9. 15

Madampitiya.

1364.208A	.. 1st and 2nd quarters, 1919	.. 9. 20
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Daniel's road.

1392.172	.. 4th quarter, 1918, to 2nd quarter, 1919	9. 25
1406.195	.. 1st and 2nd quarters, 1919	.. 9. 30
1407.195A	.. Do.	.. 9. 35
1408.195B	.. Do.	.. 9. 40

Daniel's road.

1435.87	.. 1st and 2nd quarters, 1919	.. 9. 45
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Madampitiya.

1455.106A	.. 1st and 2nd quarters, 1919	.. 9. 50
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Madampitiya cemetery.

1501.1502.83	.. 3rd quarter, 1918, to 2nd quarter, 1919	9. 55
1506.82	.. 1st and 2nd quarters, 1919	.. 10

Date of Sale : Monday, June 28, 1920.

Madampitiya cemetery.

1522.74	.. 4th quarter, 1918, to 2nd quarter, 1919	7
1526.71	.. 3rd quarter, 1918, to 2nd quarter, 1919	7. 5
1529.73	.. 1st and 2nd quarters, 1919	.. 7. 10
1532.67	.. Do.	.. 7. 15
1533.67B	.. Do.	.. 7. 20
1559.50	.. 4th quarter, 1918, to 2nd quarter, 1919	7. 25
1559A.50A	.. Do.	.. 7. 30

Premises No.	Quarter and Year.	Time of Sale.	Premises No.	Quarter and Year.	Time of Sale.
		A M			A.M.
1583.26	..1st and 2nd quarters, 1919.	7.35	1059.30B	..4th quarter, 1918, to 2nd quarter, 1919	9.30
1585.24	.. Do.	7.40	1060.30	..2nd quarter, 1919	9.35
	<i>Madampitiya.</i>		1061.29	..1st and 2nd quarters, 1919	9.40
1601.9A	..4th quarter, 1918, to 2nd quarter, 1919	7.45	1062.29A	..3rd quarter, 1918, to 2nd quarter, 1919	9.45
1602.9	.. Do.	7.50	1067.25	..1st and 2nd quarters, 1919	9.50
	<i>Alutawata.</i>		1067A.25A	.. Do.	9.55
3054.237	..1st and 2nd quarters, 1919	7.55	1068.25A	.. Do.	10
3055.235	..4th quarter, 1918, to 2nd quarter, 1919	8		Date of Sale : Wednesday, June 30, 1920.	
3056.120	..2nd quarter, 1919	8.5		<i>St. Mary's road.</i>	
3057.120A	.. Do.	8.10	1072.20A	..2nd quarter, 1919	7
3058.162	..1st and 2nd quarters, 1919	8.15	1073.20B	.. Do.	7.5
3059.233	.. Do.	8.20	1074.20	..1st and 2nd quarters, 1919	7.10
3064A.232	.. Do.	8.25	1103.9/10	.. Do.	7.15
3066.124	..1st quarter, 1918, to 2nd quarter, 1919	8.30		<i>Kelani Mills road.</i>	
3072.129	..1st and 2nd quarters, 1919.	8.35	1104.10A	..1st and 2nd quarters, 1919	7.20
3085.137	.. Do.	8.40	1104A.10A	.. Do.	7.25
3089.227	.. Do.	8.45	1105.9	.. Do.	7.30
3105.223	.. Do.	8.50	1105A.9A	.. Do.	7.35
3107.220	..2nd and 3rd quarters, 1919	8.55	1106.7	.. Do.	7.40
3112.215	.. Do.	9	1107.6	.. Do.	7.45
3117.111	..1st and 2nd quarters, 1919	9.5		<i>Mattacooly.</i>	
	<i>Madampitiya cemetery.</i>		1109.4	..1st and 2nd quarters, 1919	7.50
1512.1513.78.			1110.4A	..2nd quarter, 1919	7.55
78A	..1st quarter, 1915, to 2nd quarter, 1919	9.10	1111.3	..1st and 2nd quarters, 1919	8
1514.78B	.. Do.	9.15		<i>Fransawatta.</i>	
	<i>Alutawata.</i>		1115.1	..1st and 2nd quarters, 1919	8.5
3085A.137A	..1st to 3rd quarter, 1919	9.20	1122A.61	..4th quarter, 1918, to 2nd quarter, 1919	8.10
	<i>Ferguson road.</i>		1123.8	..2nd quarter, 1919	8.15
963.13	..1st and 2nd quarters, 1919	9.25	1126.56	.. Do.	8.20
964.13A	.. Do.	9.30	1127.57	.. Do.	8.25
965.13B	.. Do.	9.35	1128.9	..1st and 2nd quarters, 1919	8.30
967.13C	..2nd quarter, 1919	9.40	1133.13	.. Do.	8.35
968.13D	..1st and 2nd quarters, 1919	9.45	1134.14	.. Do.	8.40
	<i>Mattacooly.</i>		1141.41A	.. Do.	8.45
992.78	..1st and 2nd quarters, 1919	9.50	1145.35	.. Do.	8.50
993.80	.. Do.	9.55	1172.10A	..2nd quarter, 1919	8.55
994.84	..2nd quarter, 1919	10	1175.10	..1st and 2nd quarters, 1919	9
	Date of Sale : Tuesday, June 29, 1920.		1181.3	..2nd quarter, 1919	9.5
	<i>Mattacooly.</i>			<i>Totawatta.</i>	
1007.51A	..1st and 2nd quarters, 1919	7	1183.4	..4th quarter, 1917, to 2nd quarter, 1919	9.10
1013.62A	..2nd quarter, 1919	—		<i>Vuistwyke.</i>	
1014.62	..4th quarter, 1918, to 2nd quarter, 1919	7.5	1206.4/6	..1st and 2nd quarters, 1919	9.15
1015.62C	..1st and 2nd quarters, 1919	7.10	1210.8	.. Do.	9.20
	<i>St. Mary's lane.</i>		1211.9	..4th quarter, 1918; to 2nd quarter, 1919	9.25
1023.56A	..2nd quarter, 1919	7.15	1213.11	..2nd quarter, 1919	9.30
1024.49	..1st and 2nd quarters, 1919	7.20	1214.12	..1st and 2nd quarters, 1919	9.35
1024A.49A	..3rd quarter, 1918, to 2nd quarter, 1919	7.25	1216.14	.. Do.	9.40
	<i>Mattacooly.</i>		1218.15	..2nd quarter, 1919	9.45
1019.59	..2nd quarter, 1919	7.30	1220.17	..1st and 2nd quarters, 1919	9.50
1020.59A	.. Do.	7.35	1221.18	.. Do.	9.55
	<i>St. Mary's lane.</i>		1222.19	.. Do.	10
1025.49B	..1st and 2nd quarters, 1919	7.40		Date of Sale : Thursday, July 1, 1920.	
1026.49F	..2nd quarter, 1919	7.45		<i>Vuistwyke.</i>	
1027.49D	..4th quarter, 1918, to 2nd quarter, 1919	7.50	1230.27A	..1st and 2nd quarters, 1919	7
1030.50	..1st and 2nd quarters, 1919	7.55		<i>Alutawata.</i>	
1023.56A	..2nd quarter, 1919	8	1238.35	..2nd quarter, 1918, to 2nd quarter, 1919	7.5
1031.50A	.. Do.	8.5		<i>Mattacooly.</i>	
1032.30A	.. Do.	8.10	1239.36	..2nd quarter, 1919	7.10
1034.31A	..1st and 2nd quarters, 1919	8.15	1241.38	.. Do.	7.15
	<i>St. Mary's road.</i>		1242.38A	.. Do.	7.20
1035.48	..2nd quarter, 1919	8.20	1242A.38B	.. Do.	7.25
1036.48A	.. Do.	8.25	1243.38C	.. Do.	7.30
1037.41A	.. Do.	8.30	1248.43	.. Do.	7.35
1038.41	..1st and 2nd quarters, 1919	8.35	1249.43A	.. Do.	7.40
1039.41B	.. Do.	8.40	1252.46	.. Do.	7.45
1040.41C	.. Do.	8.45	1255.51	..1st and 2nd quarters, 1919	7.50
1042B.41B	.. Do.	8.50	1157.47	.. Do.	7.55
1043.41I	.. Do.	8.55	1260.52	..1st quarter, 1918, to 2nd quarter, 1919	8
1045.38	..2nd quarter, 1919	9	1262.53A	..3rd quarter, 1918, to 2nd quarter, 1919	8.5
1046.38	..3rd quarter, 1918, to 2nd quarter, 1919	9.5	1263.54	..1st and 2nd quarters, 1919	8.10
1051.34	..1st and 2nd quarters, 1919	9.10	1263A.54A	.. Do.	8.15
1054.31	.. Do.	9.15	1264.55	..2nd quarter, 1919	8.20
1054A.31A	.. Do.	9.20			
1055.30A	..2nd quarter, 1919	9.25			

Premises No.	Quarter and Year.	Time of Sale. A.M.	Premises No.	Quarter and Year.	Time of Sale. A.M.
<i>St Mary's road.</i>					
1273.61	.. 1st and 2nd quarters, 1919	.. 8.25	2199.82A	.. 4th quarter, 1918, to 2nd quarter, 1919	7.20
1275.61	.. Do.	.. 8.30	2200.82B	.. Do.	.. 7.25
1276.61	.. Do.	.. 8.35	2207.89B	.. 1st and 2nd quarters, 1919	.. 7.30
1277A.62A	.. 4th quarter, 1918, to 2nd quarter, 1919	8.40	2210.75	.. Do.	.. 7.35
<i>Alutdawata.</i>			2214.77	.. Do.	.. 7.40
1280.65	.. 4th quarter, 1918, to 2nd quarter, 1919	8.45	2215.77	.. Do.	.. 7.45
1285.72	.. 1st and 2nd quarters, 1919	.. 8.50	2217.78	.. 4th quarter, 1918, to 2nd quarter, 1919	7.50
1309.85	.. Do.	.. 8.55	2232.16B	.. 1st and 2nd quarters, 1919	.. 7.55
1310.86	.. Do.	.. 9	<i>Alwis place.</i>		
<i>Ferguson's road.</i>			2268.91	.. 4th quarter, 1918, to 2nd quarter, 1919	8
1318.55	.. 4th quarter, 1918, to 2nd quarter, 1919	9.5	<i>Kotahena street.</i>		
1336.41A	.. 1st and 2nd quarters, 1919	.. 9.10	2317.52	.. 1st and 2nd quarters, 1919	.. 8.5
1335.35	.. Do.	.. 9.15	2330.93	.. Do.	.. 8.10
1358.32	.. Do.	.. 9.20	2331.93	.. 4th quarter, 1918, to 2nd quarter, 1919	8.15
1339c.43	.. 4th quarter, 1917, to 2nd quarter, 1919	9.25	2335.94	.. 1st and 2nd quarters, 1919	.. 8.20
<i>Wall street.</i>			2336.94	.. Do.	.. 8.25
1849.3	.. 1st and 2nd quarters, 1919	.. 9.30	2360.118A	.. Do.	.. 8.30
1864.5	.. Do.	.. 9.35	<i>Santiago street.</i>		
1865.5	.. Do.	.. 9.40	2439.91	.. 1st and 2nd quarters, 1919	.. 8.35
1866.5	.. Do.	.. 9.45	2440.91	.. Do.	.. 8.40
1867.5	.. Do.	.. 9.50	2441.65	.. Do.	.. 8.45
1947.47	.. Do.	.. 9.55	2470.57	.. Do.	.. 8.50
1948.48	.. Do.	.. 10	2471.56	.. Do.	.. 8.55
Date of Sale : Friday, July 2, 1920.			2473A.60	.. Do.	.. 9
<i>Wall street.</i>			2473B.30B	.. Do.	.. 9.5
1949.48A	.. 1st and 2nd quarters, 1919	.. 7	2473c.30	.. Do.	.. 9.10
1950.48B	.. Do.	.. 7.5	<i>College street.</i>		
1951.48C	.. Do.	.. 7.10	2480.33	.. 1st and 2nd quarters, 1919	.. 9.15
1952.49A	.. Do.	.. 7.15	2481.33	.. Do.	.. 9.20
1953.49B	.. Do.	.. 7.20	2482.33	.. Do.	.. 9.25
1954.49C	.. Do.	.. 7.25	2483.33	.. Do.	.. 9.30
1955.49	.. Do.	.. 7.30	2484.33	.. Do.	.. 9.35
1961.53B	.. 1st quarter, 1915, to 2nd quarter, 1919	7.35	2485.29	.. Do.	.. 9.40
1980.62C	.. 1st and 2nd quarters, 1919	.. 7.40	2486.34	.. Do.	.. 9.45
1981.65	.. Do.	.. 7.45	2510.22	.. 2nd quarter, 1919	.. 9.50
1982.66	.. Do.	.. 7.50	2511.22	.. 1st and 2nd quarters, 1919	.. 9.55
1984.66	.. Do.	.. 7.55	2512.17A	.. Do.	.. 10
<i>Wasala road.</i>			Date of Sale : Monday, July 5, 1920.		
1994.50A	.. 4th quarter, 1918, to 2nd quarter, 1919	8	<i>College street.</i>		
1996.57A	.. 1st and 2nd quarters, 1919	.. 8.5	2513.17B	.. 1st and 2nd quarters, 1919	.. 7
1997.57	.. Do.	.. 8.10	2513A.17	.. Do.	.. 7.5
2000.60A	.. Do.	.. 8.15	2514.20A	.. Do.	.. 7.10
2001.60K	.. Do.	.. 8.20	2516.20	.. Do.	.. 7.15
2009A.65	.. Do.	.. 8.25	2517.17	.. 4th quarter, 1918, to 2nd quarter, 1919	7.20
2019.70A	.. 1st and 2nd quarters, 1919	.. 8.30	2518.21	.. 3rd quarter, 1918, to 2nd quarter, 1919	7.25
2020.71	.. Do.	.. 8.35	2523.21	.. 2nd quarter, 1918, to 2nd quarter, 1919	7.30
2021.72	.. Do.	.. 8.40	2524.17B	.. 1st and 2nd quarters, 1919	.. 7.35
<i>Wall street.</i>			<i>Santiago street.</i>		
2022.73	.. 2nd quarter, 1919	.. 8.45	2547.64	.. 3rd quarter, 1918, to 2nd quarter, 1919	7.40
2023.74	.. 3rd quarter, 1918, to 2nd quarter, 1919	8.50	2552.69	.. 2nd quarter, 1918, to 2nd quarter, 1919	7.45
2025.76	.. 1st and 2nd quarters, 1919	.. 8.55	2557.68	.. 1st and 2nd quarters, 1919	.. 7.50
2026.76A	.. Do.	.. 9	2562.68	.. Do.	.. 7.55
2028.78	.. Do.	.. 9.5	<i>Kotahena street.</i>		
<i>St. Lucia's street.</i>			2682.131	.. 2nd quarter, 1919	.. 8
2066.38A	.. 2nd quarter, 1919	.. 9.10	2683.131	.. Do.	.. 8.5
<i>Kotahena street.</i>			2684.131	.. Do.	.. 8.10
2069.2	.. 2nd quarter, 1919	.. 9.15	2685.131	.. Do.	.. 8.15
2086.11	.. Do.	.. 9.20	2686.131	.. Do.	.. 8.20
2090.2091/15	.. 1st and 2nd quarters, 1919	.. 9.25	2687.131	.. Do.	.. 8.25
2092.16	.. Do.	.. 9.30	2688.133A	.. Do.	.. 8.30
2094.2097.18/	.. Do.	.. 9.35	<i>Mayfield road.</i>		
21	.. Do.	.. 9.35	2268A.91	.. 4th quarter, 1918, to 2nd quarter, 1919	8.35
2121.27A	.. Do.	.. 9.40	<i>Wasala road.</i>		
2122.27	.. Do.	.. 9.45	2167.46E	.. 1st and 2nd quarters, 1919	.. 8.40
<i>Wasala road.</i>			<i>Pansala road.</i>		
2160.45	.. 1st and 2nd quarters, 1919	.. 9.50	2177.80	.. 1st and 2nd quarters, 1919	.. 8.45
2161.45A	.. Do.	.. 9.55	2168A.82F	.. Do.	.. 8.50
2170.72	.. 4th quarter, 1918, to 2nd quarter, 1919	10	2196.83	.. Do.	.. 8.55
Date of Sale : Saturday, July 3, 1920.			<i>Mayfield road.</i>		
<i>Pansala road.</i>			2266A.99	.. 1st and 2nd quarters, 1919	.. 9
2175.74C	.. 2nd quarter, 1919	.. 7	2266B.99	.. Do.	.. 9.5
2186.81B	.. 4th quarter, 1918, to 2nd quarter, 1919	7.5	2266D.99	.. Do.	.. 9.10
2191.82E	.. Do.	.. 7.10			
2195.86A	.. 3rd quarter, 1918, to 2nd quarter, 1919	7.15			

Premises No.	Quarter and Year.	Time of Sale. A.M.	Prices of Foodstuffs, &c., in Colombo on May 26, 1920.					
			Per	Wholesale. Rs. c.	Per	Retail. Rs. c.		
2266E.99	.. 1st and 2nd quarters, 1919	.. 9.15	Paddy, Country ..	Bushel	.. —	Measure ..	—	
2266F.99	.. Do.	.. 9.20	Paddy, Imported ..	do.	.. —	do.	—	
2267A.98	.. Do.	.. 9.25	Rice, Country ..	do.	.. —	do.	—	
<i>Wasala road.</i>			Rice, Kara ..	do.	.. —	do.	—	
2005.62	.. 1st quarter, 1916, to 2nd quarter, 1919	9.30	Rice, Kallunda ..	do.	.. —	do.	—	
<i>Wall street.</i>			Rice, Sulai ..	do.	.. —	do.	—	
2035.84	.. 1st and 2nd quarters, 1919	.. 9.35	Rice, Muttusamba ..	do.	.. —	do.	—	
2036.85	.. Do.	.. 9.40	Raw Rice (Rangoon)	do.	.. —	do.	—	
2037.86	.. Do.	.. 9.45	Raw Rice (Singapore)	do.	.. —	do.	—	
2038.87	.. Do.	.. 9.50	Raw Rice (Batavia)	do.	.. —	do.	—	
2039.88	.. Do.	.. 9.55	Dholl (Thovaram)	do.	.. —	Seer ..	0 38	
2040.89	.. Do.	.. 10	Dholl (Mysore)	do.	.. —	do.	0 22	
Date of Sale : Tuesday, July 6, 1920.			Green Peas ..	do.	.. —	do.	0 21	
<i>Wall street.</i>			Ulundu ..	do.	.. —	do.	0 28	
2041.90	.. 1st and 2nd quarters, 1919	.. 7	Gram ..	do.	.. —	do.	0 28	
2042.91	.. Do.	.. 7.5	Wheat Flour ..	..	.. —	..lb.	0 17
<i>St. Lucia's street.</i>			Australian Flour ..	..	.. —	.. do.	0 13
2057.30	.. 1st and 2nd quarters, 1919	.. 7.10	Ghee, Cow ..	..	.. —	..Seer	5 50
2058.31	.. Do.	.. 7.15	Ghee, Buffalo ..	..	.. —	.. do.	4 50
2059.32	.. Do.	.. 7.20	Milk ..	..	.. —	..Bottle	0 30
2061.34	.. 4th quarter, 1918, to 2nd quarter, 1919	7.25	Potatoes (Indian) ..	..	.. —	..lb.	0 22
<i>Wasala road.</i>			Potatoes (Bangalore)	..	.. —	.. do.	—
2157.15	.. 1st and 2nd quarters, 1919	.. 7.30	Onions (Bombay) ..	..	.. —	9c. to	0 10
2158.15A	.. Do.	.. 7.35	Onions, Red ..	..	.. —	.. do.	0 10
2159.15v	.. Do.	.. 7.40	Bread ..	..	.. —	..1-lb. loaf.	0 18
2163.46A	.. Do.	.. 7.45	Tea ..	..	.. —	..lb.	0 64
2009.65A	.. Do.	.. 7.50	Coffee ..	..	.. —	.. do.	0 78
2196A.83A	.. 4th quarter, 1915, to 2nd quarter, 1919	7.55	Limes ..	..	.. —	..Dozen 12c. to	0 15
2197A.86	.. 4th quarter, 1916, to 2nd quarter, 1919	8	Coconuts ..	..	.. —	..Each 10c. to	0 12
2203.86c	.. 1st quarter, 1918, to 2nd quarter, 1919	8.5	Sugar, Soft ..	..	.. —	..lb.	0 50
<i>College street.</i>			Sugar, Crepe ..	..	.. —	.. do.	0 54
2475.30	.. 3rd quarter, 1916, to 2nd quarter, 1919	8.10	Sugar (Ceylon) ..	..	.. —	.. do.	—
<i>Kotahena street.</i>			Sugar Candy ..	..	.. —	.. do.	0 54
2322.52	.. 1st and 2nd quarters, 1919	.. 8.15	Sugar, Brown ..	..	.. —	.. Measure	0 11
2338.99B	.. Do.	.. 8.20	Salt ..	..	.. —	..lb.	0 5½
2339.99	.. Do.	.. 8.25	Dried Chillies —	.. do.	30c. to	0 32
2340.99	.. Do.	.. 8.30	Coriander ..	..	.. —	.. do.	0 18
2341.100	.. Do.	.. 8.35	Pepper ..	..	.. —	.. Measure	0 56
2342.97	.. Do.	.. 8.40	Garlic ..	..	.. —	..lb.	0 40
2343.97	.. Do.	.. 8.45	Mustard ..	..	.. —	.. Measure	0 38
<i>Santiago street.</i>			Turmeric ..	..	.. —	..lb.	0 20
2444.65A	.. 1st and 2nd quarters, 1919	.. 8.50	Fenugreek ..	..	.. —	.. do.	0 18
2445.62	.. Do.	.. 8.55	Cummin ..	..	.. —	.. do.	0 40
2446.62A	.. Do.	.. 9	Aniseed ..	..	.. —	.. do.	0 22
2456.59	.. Do.	.. 9.5	Tamarind ..	..	.. —	.. do.	0 10
<i>College street.</i>			Jaggery ..	..	.. —	..Bundle 38c. to	0 40
2506.7A	.. 1st and 2nd quarters, 1919	.. 9.10	Gingelly ..	..	.. —	..Seer	0 28
2514.20	.. Do.	.. 9.15	Gingelly Oil ..	..	.. —	..Bottle 80c. to	1 50
2573.74A	.. 1st and 2nd quarters, 1919	.. 9.20	Coconut Oil ..	..	.. —	.. Measure	0 88
2574.74A	.. Do.	.. 9.25	Kerosine Oil, Day-	..	.. —	.. Bottle	0 19
2575.74A	.. Do.	.. 9.30	light ..	..	.. —	.. do.	0 18
2581A.72	.. Do.	.. 9.35	Kerosine Oil, Mon-	..	.. —	.. do.	0 18
<i>Kotahena street.</i>			key Brand —	.. Packet of	12 boxes	0 20
2372.121	.. 1st and 2nd quarters, 1919	.. 9.40	Matches, Three	..	.. —	.. do.	0 19
<i>Mayfield road.</i>			Stars ..	..	.. —	..lb.	0 30
2135.37	.. 1st quarter, 1918, to 2nd quarter, 1919	9.45	Matches (Japanese)	..	.. —	.. do.	0 90
<i>Wall street.</i>			Beef ..	..	.. —	.. do.	0 50
2047.93	.. 2nd quarter, 1918, to 2nd quarter, 1919	9.50	Mutton ..	..	.. —	.. Each 60c. to	1 0
2048.93	.. Do.	.. 9.55	Pork ..	..	.. —	.. do.	0 6
2049.93	.. Do.	.. 10	Chiokens ..	..	.. —	.. do.	0 28
<i>Wall street.</i>			Eggs ..	..	.. —	.. do.	0 50
2047.93	.. 2nd quarter, 1918, to 2nd quarter, 1919	9.50	Dry Fish, Nettali	..	.. —	..lb.	0 28
2048.93	.. Do.	.. 9.55	(Halmessan) ..	..	.. —	.. do.	0 50
2049.93	.. Do.	.. 10	Dry Fish (Maldiva)	..	.. —	.. do.	0 50

J. A. MAYBIN,
Financial Assistant to the Chairman,
Municipal Council.

The Municipal Office,
Colombo, May 26, 1920.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on April 17, 1920, at 8 a.m., in accordance with notice dated April 13, 1920.

Present :—The Hon. Mr. C. S. Vaughan, Chairman; Mr. C. A. LaBrooy; Dr. Allan de Saram; Mr. J. C. Ratwatte; Mr. L. H. S. Pieris; Dr. J. W. S. Attygalle; Mr. G. E. de Silva; and Mr. H. F. Tomalin.

1. The Minutes of Proceedings of the Meeting held on March 20, 1920, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—(a) Statement of receipts and disbursements from close of 1919 to March 31, 1920, on account of the Municipal Fund; (b) Progress report of works brought up to the same date; (c) Health Officer's report for March; (d) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of March; (e) The reservoir readings for March-April.

Resolved that the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 83 of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table:—Reports by the several Inspectors on laundries, bakeries, dairies standpipes, and house service taps inspected during March.

4. Correspondence:—(1) Letter of March 18, 1920, from the Hon. the Colonial Secretary intimating that Mr. F. G. Morley has been nominated to be Auditor of accounts of the Municipality of Kandy.—Read.

(2) Letter No. 46 of March 23, 1920, from the Hon. the Colonial Secretary sanctioning the proposed annual grant of Rs. 100 towards the cost of working the soup kitchen attached to the Kandy Young Women's Christian Association.—Read.

(3) Letter No. 9 of March 30, 1920, from the Hon. the Colonial Secretary *re* water supply to Peradeniya Gardens.—Resolved that a Special Meeting of the Council be called for May 8, at 9 A.M., to consider the proposals to improve the Kandy water supply and the extension of the water supply to Peradeniya.

5. Pursuant to notice, Mr. LaBrooy moved—"That Government be asked for the opinion of the Attorney-General as to whether Municipal servants paid on check rolls come within the scope of "The Public Servants' Liabilities Ordinance, 1899", and, that if the reply is in the negative, to request the Government that the Ordinance be amended so as to include such servants." Mr. L. H. S. Pieris seconded.—Carried.

6. Pursuant to notice, Mr. LaBrooy moved—"That the Superintendent of Sanitation be directed to furnish a report showing the number of houses and tenements requiring proper latrine accommodation in order that steps may be taken to compel the owners to provide such accommodation. Mr. G. E. de Silva seconded.—Carried.

7. Papers *re* the proposed new market latrine.—Resolved that the matter lie over for the next meeting of Council.

8. Papers *re* the proposed construction of steps in the path to Mapanawature near Poorana estate.

The Chairman moved—"That the amended estimate for Rs. 400 be passed, provided the owner of the land admits a right of way to the public and is willing to give any land required for building the steps free. The path to be surveyed. Mr. C. A. La Brooy seconded.—Carried.

9. Recommendations of Standing Committees:—

Law and General Subjects.

(1) That the Municipal land, Nos. 31, 32, Malabar street, be leased on a ticket of occupancy to W. D. C. Appuhamy at Re. 1 per annum.

Finance and Assessment.

(2) That the payment of Rs. 7.50 to substitute employed during the illness of peon Siyatu be sanctioned.

Municipal Works.

(3) That the amended estimate exceeding original estimate 29 of 1918 (Ward street improvement) by Rs. 169.49 be sanctioned.

(4) That the estimate of Rs. 159 for repairing and extending a culvert near the 1st milestone, Halloluwa road, be sanctioned.—Resolved that the recommendations be approved.

(5) That V. Vytilingam Pillie's tender for Rs. 4,661.57 to build one set of cooly lines at Mahaiyawa be accepted.—Resolved that it lie over for the next meeting of Council, and that the Superintendent of Works furnish a site plan.

Confirmed this 15th day of May, 1920:

C. S. VAUGHAN, Chairman.

Statement of Receipts and Disbursements, January 1 to April 30, 1920.

RECEIPTS.	Estimated Receipts		DISBURSEMENTS.	Actual Disbursements	
	Revenue from Jan. 1 to April 30, 1920.	Revenue from Jan. 1 to April 30, 1920.		Expenditure from Jan. 1 to April 30, 1920.	Expenditure from Jan. 1 to April 30, 1920.
REVENUE.	Rs. c.	Rs. c.	EXPENDITURE.	Rs. c.	Rs. c.
Consolidated rate—			Secretariat ..	37,395 37	13,621 24
(a) Assessment rate ..	71,800 0	25,196 79	Health Department ..	82,029 13	21,298 23
(b) Water-rate ..	37,900 0	12,683 13	Works Department ..	98,762 69	19,079 37
Taxes ..	25,510 0	22,960 7	Public market ..	5,586 0	1,875 63
Tolls ..	26,974 0	1,191 0	Slaughter-house ..	2,719 0	927 97
Licenses and stamp duties—			Cemetery ..	1,500 0	432 60
(a) Licenses ..	2,625 0	1,894 50	Municipal Court ..	1,574 0	333 34
(b) Stamp duties ..	11,790 0	198 0	Municipal school ..	1,968 0	660 25
Public market rents ..	36,100 0	10,268 25	Government loans ..	6,561 50	—
Slaughter-house fees ..	8,425 0	3,415 92	Pensions ..	1,882 45	1,040 72
Conservancy fees ..	22,200 0	7,691 48	Miscellaneous services—		
Judicial fines ..	3,500 0	563 64	(a) Police ..	30,000 0	15,000 0
Water service ..	10,000 0	2,543 50	(b) Street lighting ..	28,246 0	9,285 34
Miscellaneous receipts ..	46,875 0	4,349 52	(c) Miscellaneous ..	26,853 0	9,764 80
Total Revenue ..	303,699 0	92,955 80	Total Expenditure ..	325,077 14	93,319 49
Deposits ..	—	488 86	Deposits ..	—	88 23
Advances ..	—	12,625 64	Advances ..	—	16,633 38
Stall rent securities ..	—	170 0	Stall rent securities ..	—	389 50
Sundry securities ..	—	236 0	Municipal Court fines, awards ..	—	773 0
Municipal Court fines, awards ..	—	603 37	Lettering vehicles, fees ..	—	131 0
Lettering vehicles, fees ..	—	133 50	Cheques returned by bank uncashed ..	—	172 23
Cheques returned by bank uncashed ..	—	105 23	Municipal stores ..	—	3,731 17
Municipal stores ..	—	5,831 7	Petty cash imprest ..	—	300 0
Total Receipts ..	113,149 47	131,760 24	Total Disbursements ..	115,538 0	129,371 71
Cash balance on January 1, 1920 ..	—	—	Cash balance on April 30, 1920 ..	—	—
Grand Total ..	244,909 71	244,909 71	Grand Total ..	244,909 71	244,909 71

Kandy, May 12, 1920.

E. B. PEIRIS, Accountant.

Balance Sheet, April 30, 1920.

LIABILITIES			ASSETS		
	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
Deposits on account of—			Cash in Mercantile Bank—		
Stall rent securities	.. 2,200 0		Fixed deposit ..	.. 55,000 0	
Sundry securities	.. 4,822 67		Current account ..	.. 34,371 71	
Miscellaneous deposits	.. 926 18				
		7,948 85		89,371 71	
Surplus :—			Cash in National Bank—		
Surplus from 1919	.. 130,109 60		Fixed deposit ..	.. 40,000 0	
Add revenue, January 1 to					129,371 71
April 30, 1920	.. 92,955 80		Advances on account of—		
		223,065 40	Wages of coolies	.. 1,687 50	
Less expenditure, January 1 to			Supply of rice	.. 2,639 30	
April 30, 1920	.. 93,319 49		Miscellaneous	.. 137 36	
		129,745 91			4,464 16
Total	.. 137,694 76		Investment in Ceylon war loan bonds	—	200 0
			Petty cash imprest	..	300 0
			Municipal stores	..	3,288 89
			Cheques returned by bank uncashed	—	70 0
			Total	.. 137,694 76	

Kandy, May 12, 1920.

E. B. PEIRIS, Accountant.

Minutes of Proceedings of a Special Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on Saturday, May 8, 1920, at 9 a.m., in accordance with notice dated May 4, 1920, to consider the proposed Improvements to the Kandy Water Supply, and the question of extending the Main to Peradeniya.

Present :—The Hon. Mr. C. S. Vaughan, Chairman; Mr. C. A. LaBrooy; Mr. J. C. Ratwatte; Mr. L. H. S. Pieris; Dr. J. W. S. Attygalle; Mr. F. L. Goonewardene; Mr. G. E. de Silva; and Mr. H. F. Tomalin.

The Secretary read Chairman's report No. 47 of November 18, 1919, on the subject and the reply thereto, letter No. 9 of March 30, 1920, from the Hon. the Colonial Secretary.

On the Chairman's motion the Council went into Committee.

The matter was discussed in Committee, and the following resolutions were agreed to :—

1. That acquisition of land referred to in paragraphs 15 and 16 of Mr. Tomalin's report of April 12, 1919, be undertaken out of surplus balances.
2. That the Council consider that the afforestation of the catchment area be undertaken at once, and that a vote of Rs. 2,000 be taken on account for the purpose.
3. That the Superintendent of Works be asked to furnish estimate for supplying water to the populated parts of the town at present unserved, with figures of estimated population and consumption.

The Council resumed.

The Chairman moved that the resolutions agreed to in Committee be passed. Mr. Pieris seconded.—Carried.

It was also resolved to inform Government in reply to letter No. 9 of March 30, 1920, from the Colonial Secretary, that the matter is under consideration, and that a further reply will be sent, and to ask for a copy of estimate for Rs. 54,000 for extending the main to Peradeniya, for the information of the Council.

Confirmed this 15th day of May, 1920 :

C. S. VAUGHAN, Chairman.

Kandy Municipality.

SUPPLEMENTARY List of Persons licensed by the Kandy Municipal Council as auctioneers and brokers for the year 1920 :—

- | | |
|------------------------|--------------------------|
| (14) B. A. Lawrence | .. Broker |
| (15) A. H. de Silva | .. Auctioneer and broker |
| (16) A. P. Amerasingha | .. do. |

- | | |
|----------------------------|--------------------------|
| (17) T. T. Carthigaser | .. Auctioneer and broker |
| (18) A. Y. Daniel | .. Auctioneer |
| (19) G. D. Vanderwall | .. Auctioneer and broker |
| (20) D. M. Abeyagoonsekera | .. Broker |

Municipal Office, Kandy, May 17, 1920. By order, JAS. JAYATILLEKE, Secretary.

ROAD COMMITTEE NOTICES.

Barnagalla-Pen-y-lan Estate Cart Road.

A MEETING of the above Road Committee will be held at Pen-y-lan Club, on Saturday, May 29, at 2.30 P.M.

Agenda.

- (1) To elect a Chairman in place of Mr. R. P. Walker.
- (2) To elect another member on the Committee in place of Mr. W. J. R. Hamilton for the remainder of the term ending November 9, 1920.
- (3) Any other business in connection with the above road.

REGINALD P. WALKER,
Chairman, Local Committee.

Hyndford estate,
Nawalapitiya, May 18, 1920.

Alawatugoda-Ancoombra Estate Cart Road.

NOTICE is hereby given that, in terms of section 14 of the Estate Roads Ordinance, No. 12 of 1902, a General Meeting of the proprietors or resident managers of the estates interested in the above road will be held on Friday, May 28, 1920, at Ancoombra bungalow, at 9.15 A.M., for the purpose of electing a Local Committee for the above road and for considering the report on the working of the above road during the year ending December 31, 1919, and accounts.

The Local Committee will hold a meeting at 10 A.M. to determine and make report to the Provincial Committee with regard to—

- (1) The lengths of the sections of the road used by the estates interested.

(2) The estates which, in their opinion, are interested in and will use each section of the road or of any part thereof.

(3) The acreage or reputed acreage of the land belonging to each estate.

(4) The names of the proprietors, resident managers or superintendents, and of the agents.

2. To frame an estimate for maintenance for 1920.

N.B.—At the General Meeting there should be present proprietors or resident managers to represent not less than one-third of the acreage in the district.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, May 15, 1920. Chairman.

High Forest-Bramley Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will, on Saturday, June 12, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,421.40
Private contributions	Rs. 1,435.61

1st to 3rd section, 1½ mile.

Proprietors or Agents.	Estates.	Acreage.
Bois Brothers, Agents (F. O. Sprinks, Superintendent)	Kurunduoya	683

1st to 4th section, 1.92 mile.

J. M. Robertson & Co. (F. O. Sprinks, Superintendent)	Rillamulla	230
Carson & Co. (F. O. Sprinks)	Bramley	297
Boustead Bros. (F. O. Sprinks)	Lauriston	235
Whittall & Co. (W. Polson)	High Forest	1,609

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, May 25, 1920. Chairman.

Dotala Branch Road.

(Between Wattagama near Railway Bridge and Elkaduwa.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, June 12, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 2,440.00
Private contributions	Rs. 2,464.40

1st to 3rd section, 2.53 miles.

Proprietors or Agents.	Estates.	Acreage.
Mackwood & Co.	Inchestelly	110

1st to 7th section, 6.53 miles.

E. G. Simpson	Mandolgirikanda	220
Colombo Commercial Company, Limited (C. C. du Pré Moore)	Hunasgiriya	1,426

1st to 8th section, 7.53 miles.

C. Ross Wright	Merrig	100
Ukuwela Estates Company (H. L. Anley)	Talingamadde	75

1st to 9th section, 8.18 miles.

Bosarquet & Co. (D. A. Miles)	Elkaduwa Group	1,810
Skeen & Co. (F. J. Reiss)	Hunugalla Group	686
E. G. Bailby	Weygalla	357
H. L. Anley	Mahatenra	384
Geo. Steuart & Co. (H. D. Graham)	Galgawatta	215

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, May 25, 1920. Chairman.

Darrawella-Annfield Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, June 12, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 862.50
Private contributions	Rs. 871.13

1st section, 32.85 lines.

Proprietors or Agents.	Estates.	Acreage.
N. G. Campbell	Darrawella	629

1st to 2nd section, 1 mile 17.65 lines.

Carson & Co.	Hadley	228
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1st to 3rd section, 1 mile 32.56 lines.

M. L. Wilkins	Invery	513
R. C. Scott	Ottery, No. 1	243

1st to 4th section, 2 miles 19.07 lines.

R. C. Scott	Ottery, No. 2	138
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1st to 5th section, 2 miles 31.84 lines.

A. G. Johnstone	St. Leys	130
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1st to 6th section, 3.50 miles.

H. B. Daniell (Agent)	Annfield	284
George Steuart & Co.	Roscrea	205
Do.	Erlsmere	173

Vogan Tea Co. (Lee, Hedges & Co., Agents), A. Alger, Superintendent	Stamford Hill	138
Do.	Barkindale	81

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, May 25, 1920. Chairman.

Pupuressa Branch Road.

(Between Delpitiya and Pupuressa.)
(Flood Damages.)

(Vide notice dated February 18, 1920, in Government Gazette No. 7,088 of February 27, 1920.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum on a revised estimate for a slight diversion of the above road at culvert No. 35 on the 19th mile and for rebuilding culvert No. 67 near 19½ milepost, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, June 12, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the difference of the private contributions:—

	Original Estimate.	Revised Estimate.	Difference.
	Rs. c.	Rs. c.	Rs. c.
Government moiety	1,000	1,300 0	300 0
Private contributions	1,025	1,332 50	307 50

Proprietors or Agents.	Estates.	Acreage.
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunsaalem Chetty)	Godamadittiyawatta	50
T. P. L. P. R. Somasundaram	Angamone	150
A. A. J. G. Yapamudiyanalagey	Melbourne	80
Punchi Banda		

Proprietors or Agents.	Estates.	Acreage.
H. J. G. Marley	Ascot	150
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunasaalem Chetty)	Mount Havana	190
D. S. de Simon	Zion Hill	59
A. R. L. S. V. N. Supramanian Cheety and A. R. L. S. V. N. Sevugan Chettiar	Grovehill	77
Central Province Tea Estate Co. (H. J. G. Marley)	Castlemilk	437
S. R. M. P. L. P. Palaniappa Chetty (K. R. A. R. Arunasaalem Chetty)	Wariyagoda	70
H. J. G. Marley	Pussatenna	429
W. D. Ranasingha	Antanidena	75
T. N. Christie (A. Stott)	Moolgama	382½
Kaluhamy Aracci	Pannanwalayawatta	40
W. J. Soysa	Kalawelgolla	24
Do.	Berakarayadeniya	24
Do.	Kalugamuwa	24
Do.	Sammimalley	44
Do.	Maligamalle	64
S. G. Fernando	Sydney Hill	150
Ceylon Proprietary Estates Co. (H. M. Picken)	Beaumont Group	1,216
Anglo-Ceylon and General Estates Co., Limited (J. G. Forsyth)	Stellenberg	589
J. Northmore (J. G. Forsyth)	Whyddon	314
H. Rogers, Sons & Co. (W. Evelyn Crick)	Delta	1,782
Rajawella Produce Company (A. P. Sandbach)	Le Vallon Group	2,396
Mrs. David Smith (H. Wilkinson Kay)	New Forest	429
E. D. Padwick (E. A. Clive)	Yarrow Group	478
Lipton, Limited (G. L. H. Doudney)	Pooprassie Group	1,365

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, May 25, 1920. Chairman.

Rattota-Gammaduwa Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of the Estates Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate in the district interested in the road, as follows:—

Government moiety	Rs. 1,600
Private contributions	Rs. 3,600

1st to 5th section, 5 miles.

Total acreage, 8,220—Moiety of cost, Rs. 1,132·54—
Sectional rate, ·1377c.—Total rate, ·1377c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
Consolidated Estates Company	Ellagalla	516	71 9

1st to 6th section, 6 miles.

Total acreage, 7,704—Moiety of cost, Rs. 226·50—
Sectional rate, ·0294c.—Total rate, ·1671c.

Opalgalla Tea and Rubber Estates Co., Ltd.	Opalgalla Group	1,534	256 45
A. H. D. Bastian de Silva	Kudoya	331	55 34

1st to 7th section, 7 miles.

Total acreage, 5,839—Moiety of cost, Rs. 226·54—
Sectional rate, ·0387c.—Total rate, ·2058c.

Robert de Zoysa	Dromoland, Ewhurst, and Park	303	103 61
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Proprietors or Agents.	Estates.	Acreage.	Amount.
Heirs of late James Westland	Doorroomadella and Mousakanda	1,111	228 84
East Matale Co., Ltd.	Forest Hill	121	24 93
Do.	Kensington	325	66 93
New Ceylon Plantation Co., Ltd.	Gammaduwa,		
F. R. C. Storey	Caton	1,158	238 52
	Karagahatenna, Galbodde, Dryburg, and Moncrieff	1,220	251 29
De Vos & Gratien	Nargalla	490	100 94
A. van Starrex	Sacombe	112	23 7
Do.	Broham-Bayntum	50	10 30
Heirs of late James Westland	Yalam Malai	461	94 95
Heirs of John A. M. Bond	Ambena	288	59 32
	Total	1,585	58

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Wallace R. Westland, Esq., Chairman of the Local Committee (Tallawatta, Kandy), on or before June 7, 1920.

N.B.—Private contribution	Rs. 3,600 0
Unexpended balance, 1918-19	2,014 42
Amount due on account 1919-20	1,585 58

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, May 22, 1920. Chairman.

Mallawapitiya-Rambadagalla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road during 1919-20, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

(Estimate No. D 281.)

Government moiety	Rs. 7,130 0
Private contributions	Rs. 7,201·30
Less unexpended balance	Rs. 218·14
	6,983 16

1st to 2nd section, 1 mile.

Total acreage, 11,272—Moiety of cost, Rs. 507·86—

Sectional rate, ·045055c.—Total rate, ·045077c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
Mrs. J. A. Dona Thekala Hamine	Mallawapitiya	100	4 51
Mr. Simon Fernando	Uyandanawatta	100	4 51

1st to 3rd section, 1½ mile.

Total acreage, 11,072—Moiety of cost, Rs. 253·93—

Sectional rate, ·022934c.—Total rate, ·067989c.

G. D. John Fernando	Uyandanawatta	60	4 8
Natchee Appa Chetty (attorney of K. M. P. R. Muttu Ramen Chetty)	Dangahamulawatta	23	1 57
Mr. A. Tennekoon	Estate sold by Mr. Mødder	70	4 76
Mr. C. P. Markus	Rhenil	165	11 22

1st to 4th section, 2 miles.

Total acreage, 10,754—Moiety of cost, Rs. 253·93—

Sectional rate, ·023612c.—Total rate, ·091601c.

Sena Shena Navenna Ramasamy alias Ramanathan Chetty of Colombo	Galpottewatta	120	10 99
Mr. P. Gooneratne	Lizzidale alias Tarapotewatta	214	19 61

1st to 5th section, 2½ miles.				1st to 16th section, 8 miles.						
Total acreage, 10,420—Moiety of cost, Rs. 253·93— Sectional rate, ·024369c.—Total rate, ·115970c.				Total acreage, 7,647—Moiety of cost, Rs. 507·86— Sectional rate, ·066411c.—Total rate, ·440356c.						
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.	Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.			
Heirs of P. B. Migolle	Paragahamulawatta	40	4 64	Messrs. Bosanquet & Co.	Pangalla	520	228 99			
1st to 6th section, 3 miles.				1st to 18th section, 9 miles.						
Total acreage, 10,380—Moiety of cost, Rs. 253·93— Sectional rate, ·024463c.—Total rate, ·140433c.				Total acreage, 7,127—Moiety of cost, Rs. 507·86— Sectional rate, ·071258c.—Total rate, ·511614c.						
Mrs. W. G. Rockwood	Galgodewatte	100	14 4	Messrs. H. Don Carolis & Sons	Ridi Uyanwatta	233	119 21			
Dr. David Rockwood	Kotakande	30	4 21	1st to 23rd section, 11½ miles.						
1st to 7th section, 3½ miles.				Total acreage, 6,894—Moiety of cost, Rs. 1,269·65— Sectional rate, ·184167c.—Total rate, ·695781c.						
Total acreage, 10,250—Moiety of cost, Rs. 253·93— Sectional rate, ·024773c.—Total rate, ·165206c.				Mr. A. A. Barnes				Ridigama	1,352	940 70
Mohamed Ali, J. P.	Kotakande	100	16 52	1st to 24th section, 12 miles.						
1st to 8th section, 4 miles.				Total acreage, 5,542—Moiety of cost, Rs. 253·93— Sectional rate, ·045819c.—Total rate, ·741600c.						
Total acreage, 10,150—Moiety of cost, Rs. 253·93— Sectional rate, ·025017c.—Total rate, ·190223c.				K. M. N. M. Palaniappa Chetty				Maryland or Kaliswara	140	103 83
Hon. Dr. H. M. Fernando	Aspokunawatta	321	61 7	1st to 25th section, 12½ miles.						
Mrs. A. M. Abeysekera	Lindapitiyewatta	56	10 66	Total acreage, 5,402—Moiety of cost, Rs. 253·93— Sectional rate, ·047006c.—Total rate, ·788686c.						
Tingole Suppiah	Tingolewatta	48	9 13	Egoris Appuhamy	Veyangoda	36	28 39			
Migolle Arachchi	Leeniyagolla	30	5 71	Sadiris Appuhamy	do.	38	29 97			
H. D. Sasira	Attikkagahamulawatta	30	5 71	Mr. T. B. Delwita	Delwita Walawwa	24	18 93			
1st to 9th section, 4½ miles.				1st to 28th section, 14 miles.						
Total acreage, 9,665—Moiety of cost, Rs. 253·93— Sectional rate, ·026273c.—Total rate, ·216496c.				Total acreage, 5,304—Moiety of cost, Rs. 634·91— Sectional rate, ·119703c.—Total rate, ·908309c.						
Mr. F. N. Daniels	Kospotu-oyawatta	135	29 23	Central Tea Co. of Ceylon, Ltd.	Delhena	504	457 79			
Mr. T. B. Delwita	Pitawelawatta	64	13 86	Messrs. James Finlay & Co.	Delwita Group	2,749	2,496 94			
Mr. T. Y. Wright	Shakerby	1,303	282 10	Mr. R. E. S. de Soysa	Nella Oola	300	272 49			
1st to 11th section, 5½ miles.				Messrs. Harrison & Crosfield, Ltd.				Marlbe	600	544 99
Total acreage, 8,163—Moiety of cost, Rs. 507·86— Sectional rate, ·062214c.—Total rate, ·278710c.				Do.				Keppitigala	1,151	1,045 46
Hon. Dr. H. M. Fernando	Meegastenne	164	45 71	Which sums the managers, proprietors, or agents of the several estates are hereby required to pay on or before June 12, 1920, into the Colonial Treasury.						
1st to 14th section, 7 miles.				Provincial Road Committee's Office, N. E. ERNST, Kurunegala, May 22, 1920. Secretary.						
Total acreage, 7,999—Moiety of cost, Rs. 761·79— Sectional rate, ·095235c.—Total rate, ·373945c.										
Mr. L. St. G. Carey	Normandy	352	131 63							

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted:—

No. 1,714 of March 29, 1916.

Frederick Oatley Bynoe.

"Improvements in and relating to superheaters."

Abstract—The inventor states:—

My invention of improvements in and relating to superheaters is directed to that type of superheater in which compound or double tubes are employed, that is to say, a tube within another, the inner tube opening into the outer which is sealed at one end, and the object of my invention is to produce an improved superheater of this type.

My invention consists essentially of a double or compound tube formed by an outer conical or parallel tube containing an inner conical tube placed centrally or eccentrically, or an outer parallel tube with an inner parallel tube placed eccentrically, either arrangement being so disposed in connection with a header that the inner tube can be independently withdrawn from the outer tube for inspection of both outer and inner tubes without interfering with any other of a series of tubes, or that an outer tube can be removed for inspection without interfering with those that remain. The invention also comprises flanged inlet and distributing header, flanged collecting and outlet header, or a combined flanged inlet distributing header and flanged collecting outlet header, flanged return bends connecting each passage in an inlet header with a corresponding passage in an outlet header, the outer tubes of the compound tubes being connected by their flanged ends to one face of the outlet header, whilst the inner tubes are connected to the outer face of the inlet header by return bends which carry said inner tubes, said inner tubes passing through said outlet header into the outer tubes.

The claims are:—

1. A superheater compound or double tube, consisting of an outer conical or parallel tube containing an inner conical tube placed centrally or eccentrically therein, or an outer parallel tube with an inner parallel tube placed eccentrically therein, as and for the purpose set forth.

2. A superheater compound or double tube, consisting of a cylindrical tube closed at one end containing an inner conical tube, the inner tube having its ends open, the larger end reaching nearly to the bottom of the outer containing tube, and its other end connected with a steam inlet, while the open end of the containing tube is connected with a steam outlet.

3. A superheater compound or double tube, consisting of a conical tube closed at the smaller end containing an inner reversed conical tube, the inner tube having its ends open, the larger end reaching nearly to the bottom of the outer containing tube, and its other end connected with a steam inlet, while the open end of the containing tube is connected with a steam outlet.

4. In superheaters as claimed by the preceding claims, the provision of slotted flanges to the outer tube or chamber for attachment to header and for facilitating the removal of a burnt-out tube.

5. In superheaters as claimed by claims 1, 2, and 3, the provision of a slotted flanged return bend fitted to the steam inlet and the entrance to the superheater tubes and facilitating the removal of the inner tube, which operation exposes the interior of the outer and the inner tubes themselves for inspection or cleaning.

6. As a modification of claims 1 to 5, superheater compound or double tubes consisting of an outer chamber and an inner chamber or an inner chamber constituted by a series of tubes.

7. In compound double or superheater tubes, as claimed in claims 1, 2, and 3, the provision of a removable jacket of highly refractory material in the form of a cylinder, thimble or cone for the protection of said outer tubes.

8. A circular superheater formed of distributing and collecting headers and superheater tubes, which tubes point towards the centre, as herein described with reference to Figures 29 and 32 of the accompanying sheets of drawings.
Six sheets of drawings.

E. HUMAN,
Registrar of Patents.

SALE OF TOLL AND OTHER RENTS.

NOTICE is hereby given that the Government Agent for the Western Province will receive tenders at the Colombo Kachcheri at 12 noon on Monday, June 21, 1920, for the purchase of the under-mentioned Toll Rents of the Western Province from October 1, 1920, to September 30, 1921.

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

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

He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving their opinion of the title deeds of properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Proctors 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 Ordinance No. 22 of 1909.

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

Further information can be obtained on application to the Government Agent.

TOLLS ON TRUNK ROADS.

Municipal Tolls.

1. (a) Toll at the ferry at Pasbatal (Wattala).
(b) Toll at the canal at the drawbridge at Grandpass.
2. Toll at the ferry, Mutwal.

TOLLS OTHER THAN THOSE ON THE TRUNK ROADS.

A.—Colombo District.

1. Tolls on the Hendala canal at Hendala and at Pamunugama. Tolls on the Hendala canal at Gorakagahatupola and at a point on the western bank of the old Negombo canal at Pamunugama, 642 yards north of the canal, called Joseph's canal.

2. Toll on the Kittanpahuwa canal.

B.—Negombo District.

Toll on the Negombo canal at Pallansena bridge; toll on the Negombo canal at the bridge of the entrance of the canal on the Custom-house road. Payment at one clears the other.

C.—Kalutara District.

(a) Tolls on the old Kalutara canal at Kepu-ela Modara and at Galtude. Payment at one clears the other.

(b) Tolls on the new Kalutara canal at Etanamada and at Hataramodara. Payment at one clears the other.

Government Agent's Office,
Colombo, May 21, 1920.

J. G. FRASER,
Government Agent.

Sale of Toll Rents, Puttalam and Chilaw Districts.

NOTICE is hereby given that the under-mentioned toll rents of the Puttalam and Chilaw Districts, North-Western Province, will be put up for re-sale by public auction, at 3.30 P.M., on Tuesday, June 1, 1920, at the Puttalam Kachcheri, at the risk of the original purchaser, should he have failed on or before May 31, 1920, to pay any instalments which may be then due.

2. The rents will be sold for a period of 3 months and 28 days from June 3, 1920. The purchaser at the re-sale will be required to deposit half of the purchase amount and to furnish the usual security.

Canal Tolls.

- | | | |
|---|--|--|
| 1. Nattandiya
Puttalam Kachcheri,
May 17, 1920. | | 2. Munatipirivu
S. M. P. VANDERKOEN,
for Assistant Government Agent. |
|---|--|--|

NOTICE is hereby given that the Chairman of the District Road Committee, Ratnapura, will receive sealed tenders at the Ratnapura Kachcheri at 2 P. M., on Wednesday, June 30, 1920, for the purchase of the under-mentioned Toll Rents of the Ratnapura District from October 1, 1920, to September 30, 1921.

2. (a) Separate tenders shall be made for each rent as shown below. Tenderers must be present on the said day or satisfy the Chairman by some duly accredited agent that the tenders are bona fide.

(b) Tenders should be marked "Tenders for Toll Rents" in the left hand top corner on the envelope, which should also bear the name of rent for which tender is made, and should be addressed to the Chairman, District Road Committee, Ratnapura.

3. The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount for twelve months in cash, and should the offer be accepted by the Committee, to furnish approved security for one half of the purchase amount for twelve months, or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Committee's acceptance of his offer.

4. He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving his opinion of the title deeds of properties tendered by him as security, and for examining and settling the security bond and the fees charged by the Crown Proctors 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 Ordinance No. 22 of 1909.

5. All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security. Undivided shares in lands will not be accepted.

6. Further information can be obtained on application to the Chairman of the District Road Committee, Ratnapura.

Ratnapura District.

1. Toll rent at Demuwatta ferry. (The renter of this ferry should take charge of and use the boat provided by the District Road Committee for ferrying horses.)

2. Toll at Idangoda ferry at Heraniyawaka, in the village of Idangoda, on the eastern bank of Kalu-ganga, where the District Road Committee road from Ayagama to Idangoda terminates.

3. Toll at Ketepola ferry on the eastern bank of the Kalu-ganga, on the village Committee road from Ketepola to Gawaragiriya in Kukul korale.

4. Toll at Koswatta ferry or minor road from Kalawana to Dependans, in Meda pattu of Kukul korale.

District Road Committee,
Ratnapura, May 24, 1920.

S. H. WADIA,
for Chairman.

NOTICE is hereby given that the Government Agent for the Province of Sabaragamuwa will receive sealed tenders at the Ratnapura Kachcheri at 2 P.M. on Wednesday, June 30, 1920, for the purchase of the under-mentioned Toll Rents of the Province of Sabaragamuwa from October 1, 1920, to September 30, 1921.

2. (a) Separate tenders should be made for each rent as shown below. Tenderers must be present on the said day or satisfy the Government Agent by some duly accredited agent that the tenders are *bona fide*.

(b) Tenders should be marked "Tenders for Toll Rents" in the left hand top corner of the envelope, which should also bear the name of rent for which tender is made.

3. The successful tenderer will be required to deposit forthwith 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 whole purchase amount, or in cash for one-third of the whole 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 also be required to deposit money to pay the fees of the Crown Council for examining and giving his opinion on the title deeds of properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Council for examining documents and drawing the security bond, and also the expense of appraising the properties and of registering the security bond.

5. All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security. Undivided shares in lands will not be accepted.

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

Kegalla District.

1. Tolls at and near Ruanwella, viz:—

(1) At the ferry over the Kelani-ganga at Ruanwella.

(2) At the ferry over the Gurugoda-oya at Anguruwella near Ruanwella. Payment at one toll to clear the other.

2. Mapitigama ferry.

Ratnapura Kachcheri,
May 25, 1920.

S. H. WADIA,
for Government Agent.

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

Arrack Rent Sales, 1920-21.

THE following amendment to the Supplement to the *Ceylon Government Gazette*, Part I., No. 7,102, dated May 7, 1920, is hereby published for general information.

E. C. WARD,
Colombo, May 18, 1920. Acting Excise Commissioner.

Arrack Storehouses, 1920-21, vide page 11.

Delete "Kalutara	..	Storehouse.
Kalutara Revenue District	..	Panadure"

and insert instead

"Kalutara Revenue District .. Kalutara"

Note.—Only one storehouse at Kalutara will be sanctioned in respect of the Kalutara Revenue District Arrack Rent Area.

Election of an Unofficial Member of the Advisory Committee, Batticaloa Revenue District Area.

NOTICE is hereby given that under Rule 3 (xix.) of the rules laid down in Chapter IV. of Excise Notification

No. 85 of February 12, 1919, every person intending to offer himself as a candidate for election as an Unofficial Member of the Advisory Committee of the Batticaloa Revenue District Area, for the period beginning from June 1, 1920, to September 30, 1921, is hereby required to signify his intention accordingly by forwarding a nomination paper in the prescribed form (available at the Kachcheri) duly signed by two other tax-paying inhabitants as proposer and seconder.

2. No person shall be eligible for election as a member of the Advisory Committee unless he is a tax-paying inhabitant and is able to read and write the English language.

3. The nomination paper should reach the Government Agent, Eastern Province, Batticaloa District, not later than midday of June 7, 1920, on which day, at 2 P.M. in the afternoon, the examination of the nomination papers will be proceeded with.

Batticaloa Kachcheri,
May 17, 1920.

C. V. BRAYNE,
Government Agent.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORTS FOR THE MONTH OF APRIL, 1920.

WESTERN PROVINCE.

COLOMBO DISTRICT.

Yala season: in some korales the cultivation is still in progress, and in others the plants are under water owing to the heavy rain during the month.

Dry grains: in Siyane korale east, Siyane korale west, and Alutkuru korale north preparations are in hand for the cultivation of kurakkan, amu, &c., and some chenas are being sown while in the other korales work has not yet begun.

Other products: prospects of coconuts are fairly good. The estimated crop for the month is 78,674,300 nuts. Fruits and vegetables are to be had in fair quantities.

Prices of staple products: imported rice is sold according to controlled prices; country rice and paddy are sold at Rs. 11 to Rs. 12.50 and Rs. 4 to Rs. 6 per bushel respectively; coconuts are sold at Rs. 50 to Rs. 75 per 1,000 nuts.

Harvest prospect: fair.

Rainfall: there was heavy rain during the month.

Health of inhabitants: generally good, except for a few cases of chickenpox, enteric fever, and measles.

Health of cattle: fair.

KALUTARA DISTRICT.

Paddy: the sowing of the fields for the yala cultivation has been brought to a close during the month.

Dry grain: nil.

Other products: there was a fair supply of jak and vegetables, except in Pasdun korale east and west. The flowering of coconuts was good. The month's crop is estimated at 3,843,000 nuts.

Prices of staple products: imported rice was sold at controlled prices. Country rice is not available for sale. Price of 1,000 coconuts is Rs. 55 to Rs. 120.

Remarks on harvest prospects generally. A fairly good harvest can be expected, except in the totamunes.

Rainfall: total, 14.39 in.; average, 4.7 in.

Health of people: good, except for a few cases of chickenpox, fever, measles, and influenza in the totamunes.

Health of cattle: good.

CENTRAL PROVINCE.

KANDY DISTRICT.

[Report not received.]

NUWARA ELIYA DISTRICT.

Rainfall: Nuwara Eliya town 8.39 in.

Paddy—Uda Hewaheta and Walapane: maha cultivation fields are ripe and nearing harvest in some villages and are blossoming in others. Kotmale fields are being ploughed.

Dry grains: there is no work in the chenas.

Health of population: good. Measles and sore-eyes are prevalent in some of the villages of Kotmale.

Health of cattle: good. There were a few cases of foot-and-mouth disease in Udamadure, Walapane.

Prices of staple articles: paddy, Rs. 3.50 to Rs. 4.50 per bushel; kurakkan, Rs. 3 to Rs. 4 per bushel; Indian corn, Rs. 2.50 to Rs. 3.50 per bushel; rice (imported), 36 cents to 41½ cents per cut measure; rice (country), 26 cents to 33 cents per cut measure; coconuts, Rs. 10 to Rs. 12 per 100 nuts.

MATALE DISTRICT.

Rainfall: 10.03 in.

Paddy: ploughing.

Dry grain: sowing.

Coconuts: (a) flowering fair; (b) 122,500 approximate crop.

Tanks: in Matale North contain sufficient water.

Health of people: good.

Health of cattle: good.

Prices: fair.

SOUTHERN PROVINCE.

GALLE DISTRICT

[Report not received.]

MATARA DISTRICT.

Weather: wet.

Agriculture: sowing for yala in progress.

Health of people: satisfactory.

Health of cattle: good.

Food supply: rice, Rs. 12.50 per bushel; paddy, Rs. 4 per bushel; coconuts, Rs. 60 per 1,000 nuts.

HAMBANTOTA DISTRICT.

Paddy cultivation: yala cultivation has commenced.

Fine grain: chenas have been cultivated for yala.

Weather: maximum temperature, 89.2°; minimum temperature, 72.4°; rainfall, 4.43 in.

Prices of foodstuffs: country rice, Rs. 8.16 to Rs. 8.40 per bushel; coast rice not available; paddy, Rs. 3.60 per bushel; kurakkan, Rs. 20 per amunam; coconuts, Rs. 60 to Rs. 100 per 1,000; plantain, Rs. 80 per 100 bunches; Indian corn, Rs. 2 per 100; pumpkins, Rs. 15 per 100; sweet potatoes, Rs. 2.50 per cwt.

About 242,370 coconuts were picked during the month.

NORTHERN PROVINCE.

JAFFNA DISTRICT.

Weather: there were occasional showers of rain during the month.

Paddy: nil.

Dry grains: ellu, pairu, and kurakkan are in plants.

Coconuts: condition of flowers and nuts fair; price, Rs. 12 per 100 nuts.

Prices of staple articles: paddy, Rs. 5.60 per bushel; rice, Rs. 10.25 per bushel; pairu, Rs. 12 per bushel; varaku, Rs. 4.50 per bushel; salt, 4 cents per pound, and 9 cents per measure.

Health of people: satisfactory.

Health of cattle: good.

MANNAR DISTRICT.

Rainfall: 7.73 in.

Wind: unsettled.

Paddy: lalapakam crop has been reaped and stacked. Threshing of paddy was not possible owing to heavy rains during the month.

Tobacco: being reaped and cured. Area under this product is becoming smaller and smaller every year. The market value of the leaves per 1,000 is higher this year than in 1919.

Coconuts: condition favourable. April rains were of much benefit to the coconut palm.

Palmyras: in fruit satisfactory.

Health of people: fever and whooping cough are still prevalent.

Health of cattle: satisfactory.

Prices of foodstuffs: rice, Rs. 9.60 to Rs. 11 per bushel; paddy, Rs. 3.50 to Rs. 4.50 per bushel; coconuts, Rs. 12 to Rs. 15 per 100 nuts.

MULLAITTIVU DISTRICT.

Prospects of paddy harvests: early maha crop has been reaped. Late maha crop ripened, but not reaped in several places owing to continuous rain during the later part of the month. Idaipokam (meda) has been sown. Sirupokam is in progress.

Dry grains: gingelly sown in chenas has been damaged by the late heavy rains.

Other products: flowering and prospects of coconuts satisfactory. Owing to the gale that was blowing on the 30th of the month coconut trees in the maritime pattus suffered much.

Prices of staple products: paddy, Rs. 2.80 to Rs. 4 per bushel; rice, Rs. 7 to Rs. 12 per bushel; kurakkan, Rs. 2.40 to Rs. 4 per bushel; gingelly, Rs. 8 per bushel; coconuts, Rs. 8 to Rs. 14 per 100 nuts.

Rainfall: heavy showers of rain fell throughout the district during the latter part of the month.

Harvests prospects generally: good.

Health of inhabitants: fair, fever and pneumonia were prevalent to some extent.

Health of cattle: good. Pasture, good.

EASTERN PROVINCE.

BATTICALOA DISTRICT.

Paddy: threshing of munmari harvest is progressing. Reaping of kalavellanmai has begun in some divisions in the south. The unusual rain during this month, besides interfering with the kalavellanmai ripe crops, has also damaged a large extent lately sown with paddy.

Dry grain and other chenai products: crops have been reaped and utilized.

Coconuts: prospects satisfactory owing to recent unusual rains.

Prices of staple products: paddy, Rs. 1.60 to Rs. 2 per bushel; Indian corn, Rs. 1.50 to Rs. 2 per bushel; kurakkan, Rs. 1.50 to Rs. 2 per bushel.

Rainfall: 1919, 0.47 in.; 1920, 2.73 in.

Health of cattle: satisfactory.

Health of inhabitants: satisfactory on the whole. Fever and dysentery are prevalent in some parts.

TRINCOMALEE DISTRICT.

Rainfall: seasonable.

Paddy: paddy plants at Andankulam are growing. Pinnari cultivation in Koddiyar and Tanglegam is going on. Harvesting is going on in Kaddukkulam east and west.

Tobacco: being cut and prepared for curing. The condition of crop is unsatisfactory.

Coconuts: condition of crop is medium. Price per 1,000 nuts ranges from Rs. 110 to Rs. 120.

Fishery: medium. Dried and salted fish is transported by cart to inland stations.

Health of people: fever prevails to some extent in town and Kaddukkulam east.

Health of cattle: satisfactory.

Prices of staple articles: paddy, Rs. 1.75 to Rs. 2.31 per bushel; rice (country), Rs. 4.50 to Rs. 6.16 per bushel; rice (imported), nil.

NORTH-WESTERN PROVINCE.

KURUNEGALA DISTRICT.

Paddy crops: sowing for the yala crop is being carried on. Prospects: fair.

Dry grain: chenas are being sown for the yala crop.

Flowering and prospects of coconuts: good.

Rainfall: there has been heavy rain during the month.

Health of people: good, except for ordinary cases of fever and parangi.

Health of cattle: good, except for a few cases of rinderpest and foot-and-mouth disease.

State of tanks: almost all are full.

Prices of foodstuffs: paddy, Rs. 3.50 and Rs. 4.10 per bushel (control price); country rice, Rs. 7.50 and Rs. 8.70 per bushel (control price); kurakkan, Rs. 2 to Rs. 4 per bushel; coconut, Rs. 50 to Rs. 60 per 1,000 nuts; salt, 13 to 16 cents a measure.

PUTTALAM AND CHILAW DISTRICTS.

Paddy: preparations are being made for yala cultivation.

Dry grain: yala cultivation started.

Other products including coconuts: flowering and prospects of coconut are good. The estimated crop for the month in the two districts is said to be 20,749,797 nuts. Tobacco leaves are being cured. Jak fruits are abundant. Supply of fish is poor.

Prices of staple products: country rice, Rs. 10.75 to Rs. 12.50 per bushel; imported rice, control prices; paddy, Rs. 4.50 to Rs. 6 per bushel; kurakkan, Rs. 4 to Rs. 6 per bushel; green gram, Rs. 8 per bushel; cassava, 4 to 6 cents per pound; coconut, 5 to 7 cents per nut; salt, 4 to 6 cents per pound.

Rainfall: Puttalam, 10.25 in.; Chilaw, 7.28 in.

Harvest prospects generally: satisfactory on the whole.

Health of inhabitants: good.

Health of animals: good.

NORTH-CENTRAL PROVINCE.

ANURADHAPURA DISTRICT.

Rainfall: 14.82 in.

Weather: wet almost throughout the month.

Agriculture—paddy: yala cultivation progressing. Kurakkan: nil. Gingelly: flowering. Coconuts: crops and prospects satisfactory.

Health of people: stray cases of measles in some villages, otherwise satisfactory.

Health of cattle: satisfactory.

Tanks: still full.

PROVINCE OF UVA.

BADULLA DISTRICT.

Weather: there was rain during the month.

Paddy: fields have been sown for maha cultivation.

Chenas: chena crops have been gathered and kollu peas are being sown on chenas in Yatikinda and Udukinda divisions and a part of Wiyaluwa.

Fruits and vegetables: fruit is scarce; a moderate supply of vegetables is available.

Other products: the flowering and prospects of the coconut are fair.

Health of people: satisfactory.

Health of cattle: satisfactory.

Total rainfall: 7.50 inches as registered at the Badulla observatory.

PROVINCE OF SABARAGAMUWA.

RATNAPURA DISTRICT.

Paddy: maha fields are in "puran" stage. Yala fields are being prepared for sowing in some parts, and in some they are in plants. Weather favourable.

Dry grain: in some parts of the district chena lands are in plants, and in others they are being prepared for sowing.

Coconuts: prospects satisfactory.

Health of people: satisfactory, except for some cases of chickenpox and fever.

Health of cattle: good.

Rainfall: there has been sufficient rain during the month.

Prices of foodstuffs: rice (country), very little available or sale, Rs. 12 to Rs. 14 per bushel; rice (imported), controlled rates; kurakkan, very little available for sale, Rs. 4 to Rs. 5 per bushel; salt, 6 cents to 12 cents per pound; coconuts, Rs. 8 to Rs. 20 per 100 nuts.

KEGALLA DISTRICT.

Paddy: fields for yala cultivation are being prepared. The surface of some sown fields in Beligal korale has been washed away by the heavy rains.

Dry grains: chenas are being cleared for cultivation of el paddy.

Vegetable and curry stuffs: vegetable gardens have been started.

Prices: paddy, Rs. 4.50 to Rs. 5 per bushel; kurakkan, Rs. 2 per bushel; country rice, Rs. 12.80 per bushel; imported rice, Rs. 11.84 per bushel.

Rainfall: 17.31 in.

Health of people: satisfactory.

Health of cattle: satisfactory.

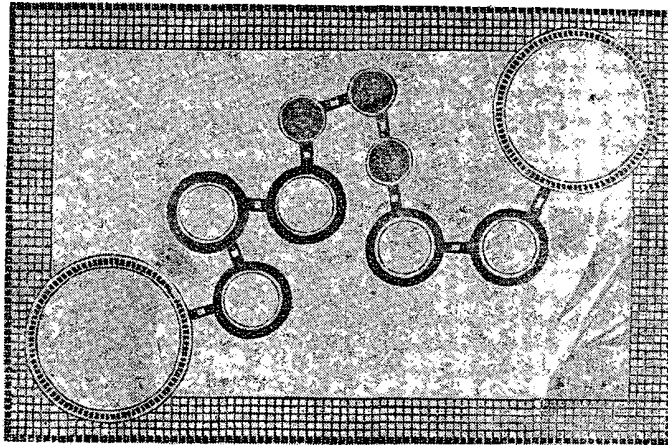
Other products: flowering and prospects of coconut are good. Approximate crop for the month was about 1,898,700 nuts.

TRADE MARKS NOTICES.

Application No. 1,716.

95/6

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. F. J. & G. de Saram, of Colombo, have applied for the registration of the following Trade Mark in the name of Taichi Nakayama, 690, Mizusaki-cho, Minamiku, Osaka, Japan, manufacturer of toilet articles, who claims to be the proprietor thereof, in respect of perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap) in Class 48 in the Classification of Goods in the above-mentioned Rules:—



Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

95/3
Application No. 1,721.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Vally Noor Mohamed & Co., 51 and 51A, Main street, Pettah, Colombo, general wholesale habiery and piece goods merchants, who claim to be the proprietors of the following Trade Mark, have applied for the registration of the same in their name, in respect of miscellaneous goods, such as Cooper's wares, not included in other classes, in Class 50 in the Classification of Goods in the above-mentioned Rules:—



The Tamil and Sinhalese characters appearing on the mark represent the name "Vally Noor Mohamed & Co."

Registrar-General's Office,
Colombo, May 18, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

95/5

hardware merchant, who claims to be the proprietor thereof, in respect of cart, rickshaw, and carriage rubber tyres in Class 40 in the Classification of Goods in the above-mentioned Rules:—



The essential particulars of the Trade Mark are the device of the wheel and the word "Wheel," and no claim is made to the exclusive use of the added matter.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, May 18, 1920. Acting Registrar-General.

Application No. 1,735.

95/4

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. M. L. L. C. Marikar & Co., of No. 30, Second Cross street, Pettah, Colombo, have applied for the registration of the following Trade Mark in the name of Ahamed Lebbe Marikar Abdul Wahab, No. 76A, Main street, Pettah, Colombo, general

hardware merchant, who claims to be the proprietor thereof, in respect of cart, rickshaw, and carriage rubber tyres in

Class 40 in the Classification of Goods in the above-mentioned Rules:—



The essential particulars of the Trade Mark are the device of the bell and the word "Bell," and no claim is made to the exclusive use of the added matter.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, May 18, 1920. Acting Registrar-General.

Application No. 1,737.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of The Dunlop Rubber Company, Limited (a Company duly incorporated under the laws of England), Nos. 150 to 152, Clerkenwell road, London, and Dunlop House, 1, Albany street, London, N.W. 1, England, Manufacturers, who claim to be the proprietors thereof, in respect of tyres made of rubber or similar material or in which rubber or similar material predominates, and all other goods in Class 40 in the Classification of Goods in the above-mentioned Rules:—



Registrar-General's Office, N. W. MORGAPPAH,
Colombo, May 25, 1920. Acting Registrar-General.

Application No. 1,738.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of North American Dye Corporation (a Corporation organized under the laws of the State of Delaware), No. 519, South Fifth Avenue, Mount Vernon, State of New York, United States of America, Manufacturers of Dyes, who claim to be the proprietors thereof, in respect

of dyes (not mineral) in Class 4 in the Classification of Goods in the above-mentioned Rules:—



Registrar-General's Office, N. W. MORGAPPAH,
Colombo, May 25, 1920. Acting Registrar-General.

Application No. 1,739.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Brunner, Mond & Co., Limited (a Company duly incorporated under the laws of England), Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof, in respect of chemical substances used in manufactures, photography or philosophical research, and anti-corrosives in Class 1 in the Classification of Goods in the above-mentioned Rules:—

VOLTOID

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, May 25, 1920. Acting Registrar-General.

Application No. 1,740.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Brunner, Mond & Co., Limited (a Company duly incorporated under the laws of England), Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof, in respect of detergents and preparations for laundry purposes in Class 47 in the Classification of Goods in the above-mentioned Rules:—

CREX

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, May 25, 1920. Acting Registrar-General.

Application No. 1,741.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Brunner, Mond & Co., Limited (a Company duly incorporated under the laws of England), Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof, in respect of alkalies included in Class 2 for agricultural, horticultural, veterinary, and sanitary purposes in Class 2 in the Classification of Goods in the above-mentioned Rules:—

CRESCENT BRAND

No claim is made to the exclusive use of the word "Brand."

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, May 25, 1920. Acting Registrar-General.

Application No. 1,742.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Brunner, Mond & Co., Limited (a Company duly incorporated under the laws of England), Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof, in

respect of chemical substances used in manufactures, photography or philosophical research, and anti-corrosives in Class 1 in the Classification of Goods in the above mentioned Rules:—

SALAMAC

Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

8221- Application No. 1,743.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Brunner, Mond & Co., Limited (a Company duly incorporated under the laws of England), Winnington, Northwich, Cheshire, England, Alkali Manufacturers, who claim to be the proprietors thereof, in respect of alkalies included in Class 2 for agricultural, horticultural, veterinary, and sanitary purposes in Class 2 in the Classification of Goods in the above-mentioned Rules:—



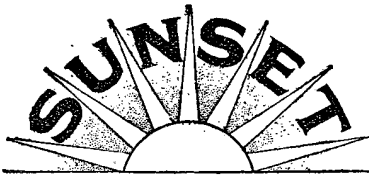
The essential particular of the Trade Mark is the distinctive mark. This Trade Mark was in use by the applicants in respect of the above goods for three years prior to December 21, 1888.

Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

8222- Application No. 1,744.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of The West of England Bacon Company, Limited (a Company duly incorporated under the laws of England), 1, The Strand, Calne, Wiltshire, Cardrew, Redruth, Cornwall, and Town Mills, Totnes, Devonshire, England; Bacon Curers and Lard Renderers, who claim to be the proprietors thereof, in respect of bacon, hams, brawn, sausages, lard and other pork products for food, potted and tinned vegetables, fish, and game in Class 42 in the Classification of Goods in the above-mentioned Rules:—



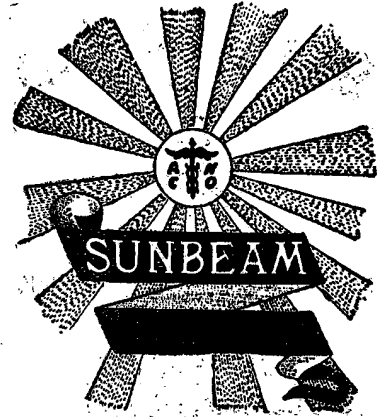
Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

8223- Application No. 1,752.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Austin, Nichols & Company, Inc. (a Corporation duly organized under the laws of the State of New York), Kent Avenue, North Third and North Fourth streets, City of Brooklyn, County of Kings, State of New York, United States of America, Merchants and Traders, who claim to be the proprietors thereof, in respect of food products, for all kinds of foods and ingredients of

foods in Class 42 in the Classification of Goods in the above-mentioned Rules:—



Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

8224- Application No. 1,753.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Fussell & Co., Limited (a Company duly incorporated under the laws of England), 28, Monumentstreet, London, E. C., England, Manufacturers and Merchants, who claim to be the proprietors thereof, in respect of confectionery, condensed milk, evaporated milk, sterilized milk, skimmed milk, cream, sterilized cream, and similar substances used as food or as ingredients in food in Class 42 in the Classification of Goods in the above-mentioned Rules:—

BUTTERFLY



The essential particulars of the Trade Mark are the device and the word "Butterfly."

Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

8225- Application No. 1,754.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Russell Burdall & Ward Bolt & Nut Co. (a Corporation organized and existing under the laws of the State of New York), No. 611 Buildings, Washington, United States of America, Manufacturers, who claim to be proprietors thereof, in respect of iron and steel bolts, nuts, rivets, and metal washers in Class 11 in the Classification of Goods in the above-mentioned Rules:—

EMPIRE

Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

8226- Application No. 1,755.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Dick's Asbestos Company, Limited (a Company duly incorporated under the laws of England), 47, Fenchurch street, London, England, Manufacturers, who claim to be the proprietors thereof, in

respect of engine packings in Class 50 in the Classification of Goods in the above-mentioned Rules :—



Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

Application No. 1,756.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Royal Worcester Corset Company (a Corporation organized under the laws of the State of Massachusetts), No. 30, Wyman street, City of Worcester, State of Massachusetts, United States of America, Manufacturers of Corsets, who claim to be the proprietors thereof, in respect of corsets in Class 38 in the Classification of Goods in the above-mentioned Rules :—



Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

Application No. 1,762.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of The Ashford Underwear Co., Limited (a Company duly incorporated under the laws of England), Birling road, Ashford, Kent, England, Hosiery Manufacturers, who claim to be the proprietors thereof, in respect of articles of clothing in Class 38 in the Classification of Goods in the above-mentioned Rules :—

ASCO

Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

Application No. 1,763.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of The Ashford Underwear Co., Limited (a Company duly incorporated under the laws of England), Birling road, Ashford, Kent, England, Hosiery Manufacturers, who claim to be the proprietors thereof, in respect of articles of clothing in Class 38 in the Classification of Goods in the above-mentioned Rules :—

TWIXWOL

Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

Application No. 1,767.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Anderson Motor Company (a Corporation organized and existing under the laws of the State of South Carolina), Rock Hill, County of York, State of South Carolina, United States of America, Manufacturers, who claim to be the proprietors thereof, in respect of all goods, in Class 22, in Class 22 in the Classification of Goods in the above-mentioned Rules :—



Registrar-General's Office,
Colombo, May 25, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.

Application No. 1,769.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. Julius & Creasy, of Colombo, have applied for the registration of the following Trade Mark in the name of Kodak, Limited (a Company duly incorporated under the laws of England), Kodak House, Kingsway, London, W.C., England, Dealers in Photographic Materials, who claim to be the proprietors thereof, in respect of photographic chemicals, films, and all other goods included in Class 1, in Class 1 in the Classification of Goods in the above-mentioned Rules :—

KODAK

Registrar-General's Office,
Colombo, May 24, 1920.

N. W. MORGAPPAH,
Acting Registrar-General.