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Part I.—General.

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PROCLAMATIONS BY THE GOVERNOR.

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

PROCLAMATION.

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

W. H. MANNING.

KNOW Ye that We, the Governor of Ceylon in Council, in exercise of the powers vested in Us by section 5 (1) of “The Irrigation Ordinance, No. 45 of 1917,” do hereby declare that from and after the date hereof the districts specified in the schedule hereto shall be irrigation districts within the meaning of the said Ordinance.

The Proclamation published in the *Gazette* of April 17, 1919, so far as it affects the Galle District, is hereby cancelled.

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

By His Excellency’s command,

A. S. PAGDEN,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Galle District.

- | | | | | | | |
|--------------------------------|--|---------------------|--|---------------------|--|-------------------|
| 1. Bentota-Walallawiti korale. | | 2. Wellaboda pattu. | | 3. Gangaboda pattu. | | 4. Hinidum pattu. |
|--------------------------------|--|---------------------|--|---------------------|--|-------------------|

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

PROCLAMATION.

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

W. H. MANNING.

WHEREAS the Governor of Ceylon, in exercise of the powers vested in him by section 13 (4) of "The Defence Force Ordinance, No. 8 of 1910," did proclaim by Proclamation dated November 19, 1918, that, with the exception of the services of Lieutenant-Colonel E. J. Hayward, V.D., Major J. A. Symons, V.D., and Captain B. R. Lewis, members of the Ceylon Garrison Artillery, the period of the services of the said Ceylon Garrison Artillery (A and B Companies), which were called out for active service, shall end:

Now know Ye that We, the Governor of Ceylon, in exercise of the powers vested in Us by the said section 13 (4) of the said Ordinance, do hereby proclaim that the period of service of the said Captain B. R. Lewis shall end on Thursday, July 10, 1919.

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

By His Excellency's command,

GOD SAVE THE KING.

A. S. PAGDEN,
Acting Colonial Secretary.

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

PROCLAMATION.

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

W. H. MANNING.

KNOW Ye that We, the Governor of Ceylon, in the exercise of the powers vested in Us by section 13 of "The Defence Force Ordinance, No. 8 of 1910," do hereby call out for active service the following member of the Ceylon Garrison Artillery of the Ceylon Defence Force, viz., Lieutenant P. J. Parsons.

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

By His Excellency's command,

GOD SAVE THE KING.

A. S. PAGDEN,
Acting Colonial Secretary.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 171 of 1919.

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

Mr. R. G. WATERHOUSE, Chief Assistant Engineer, Drainage Works, to act, in addition to his own duties, as Resident Engineer, Colombo Drainage Works, *vice* Mr. M. R. ATKINS, for twelve days from July 16, 1919, or until the resumption of duties by that officer.

Mr. F. MARSHALL to act as Secretary to the Food Controller and Additional Assistant Controller of Revenue, with effect from July 7, 1919, until further orders.

Mr. D. W. KADRAMEE to act as Additional District Judge, Batticaloa, on July 18 and 19, 1919.

Mr. C. J. EDRISINGHE to act as Commissioner of Requests and Police Magistrate, Negombo, *vice* Mr. T. GOONETILLEKE, for three days from July 8, 1919, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as Commissioner of Requests and Police Magistrate, Kurunegala, *vice* Mr. V. P. REDLICH, from July 11, to 15, 1919, or until the resumption of duties by that officer.

Mr. F. MARKUS to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, *vice* Mr. T. H. E. MOONEMALLE, from July 11 to 14, 1919, or until the resumption of duties by that officer.

Mr. B. AMARASEKERA to act as Commissioner of Requests and Police Magistrate, Balapitiya, *vice* Mr. N. M. BHARUCHA, from July 17 to 20, 1919, or until further orders.

Captain N. M. INGRAM to act as Staff Officer, Ceylon Defence Force, from July 10, 1919, until further orders.

Mr. N. SUMPANTHER, Extra Excise Inspector stationed at, Kandy, to act as Assistant Superintendent of

Excise, Kurunegala Circle, for two weeks, commencing from July 10, 1919, during the absence of Mr. R. G. DE LIVERA on leave, or until further orders.

Rev. W. J. NOBLE to be a Member of the Board of Education during the absence of Rev. A. E. RESTARICK from the Island.

By His Excellency's command,

Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 10, 1919. Acting Colonial Secretary.

No. 172 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following acting appointments in the General Treasury, with effect from July 11, 1919, during the absence of Mr. F. J. TOTHILL on leave, or until further orders:—

Mr. W. E. GRENIER to act as First Assistant Accountant.

Mr. S. E. MULLER to act as Second Assistant Accountant.

By His Excellency's command,

Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 9, 1919. Acting Colonial Secretary.

No. 173 of 1919.

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

CEYLON ENGINEERS.

To be Lieutenant-Colonel.

Major and Honorary Lieutenant-Colonel THOMAS HOWARD CHAPMAN, V.D.

CEYLON GARRISON ARTILLERY.

To be Honorary Major.

Captain GEORGE HERBERT MACCARTHY HYDE.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 4, 1919. Acting Colonial Secretary.

No. 174 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to post Captain JUSTIN GERHURD VANDERSMAGT, of the Ceylon Light Infantry Reserve, to the Active List of that Corps, with effect from June 21, 1919.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 8, 1919. Acting Colonial Secretary.

No. 175 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to post the following officers to the Second Battalion Town Guard Reserve :—

Captain GEORGE NICHOLAS LOGGIN.

Lieutenant JOHN FOX.

Second Lieutenant DON JAMES SENARATNE.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 4, 1919. Acting Colonial Secretary.

No. 176 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. CYRIL THOMAS DE SAMPAYO, of No. 58, Silversmith street, Colombo, to be a Notary Public

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

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 2, 1919. Acting Colonial Secretary.

No. 177 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. SULTAN MOHIDEEN ABOOBUCKER, of Berkeley House, 1st Division, Maradana, to be a Notary Public at Colombo and throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 2, 1919. Acting Colonial Secretary.

No. 178 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON CAROLIS SEPALA SENEWIBATNE JAYATILAKA, at present practising as a Notary Public throughout the Four Gravets of Galle town, to be a Notary Public throughout Salpiti korale of Colombo District, with residence and office at Kiriwattuduwa, and to practise as such in the Sinhalese language.

By His Excellency's command,
Colonial Secretary's Office, A. S. PAGDEN,
Colombo, July 3, 1919. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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 SUDASINGE DON ARNOLIS SUDASINGHE to act as Registrar of Births and Deaths of Aturugiriya division, and of Marriages (General) of Palle pattu of Hewagam korale division, in the Colombo District of the Western Province, for July 2, 1919, during the absence of the Registrar, JASINGE DON TEGIS JAYASINGHE, on leave. His office will be at Megahawatta in Dadigomuwa.

The Additional Assistant Provincial Registrar, Kandy, has appointed GALAHITIYAWEGEDARA WIJERATNA BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Pata Dumbara No. 7 division, in the Kandy District of the Central Province, for twenty-one days from June 30, 1919, during the absence of the Registrar, G. DINGIRI BANDA, on leave. His office will be at Galahitiyawegedarawatta in Welapahala.

The Additional Assistant Provincial Registrar, Matara, has appointed DON HENDERICK SEPARAMADU PINIDIYA to act as Registrar of Births and Deaths of Four Gravets No. 2 division, and of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern Province, for four days from June 30, 1919, during the absence of the Registrar, A. D. S. WIRASINHA, on leave. His offices will be at Gasyatawatta *alias* Gabadagewatta in Tudawa, and Dissawagewatta in Weliwariya.

The Additional Assistant Provincial Registrar, Matara, has appointed LUKE EDWARD BUYZER to act as Deputy Medical Registrar of Births and Deaths of Matara town division, in the Matara District of the Southern Province, for fourteen days from June 30, 1919, during the absence of the Deputy Medical Registrar, B. G. C. KULASINGHE, on leave. His office will be at the Civil Hospital, Matara.

The Additional Assistant Provincial Registrar, Matara, has appointed DON HENDERICK SEPARAMADU PINIDIYA to act as Registrar of Births and Deaths of Matara Four Gravets, No. 2 division, and of Marriages (General) of Matara town and Gravets division, in the Matara District of the Southern Province, for four days from June 30, 1919, during the absence of the Registrar, A. W. WEERASINHA, on leave. His offices will be at Gasyatawatta *alias* Gabadagewatta in Tudawa, and Dissawagewatta in Weliwariya.

The Additional Assistant Provincial Registrar, Matara, has appointed DON SAMEL SEDARA SENARAT to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for fourteen days from July 1, 1919, during the absence of the Registrar, D. D. S. SENARAT, on leave. His office will be at Gorakawatta in Kebaliyapola.

The Additional Assistant Provincial Registrar, Matara, has appointed DON SAMEL SEDARA SENARAT to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for fourteen days from July 1, 1919, during the absence of the Registrar, D. D. SEDARA SENARAT, on leave. His office will be at Gorakawatta in Kebaliyapola.

The Additional Assistant Provincial Registrar, Matara, has appointed NANAYAKKARA HADDAGODAGE DON ARNOLIS GUNARATNA to act as Registrar of Births and Deaths of Kirinda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for three days from July 1, 1919, during the absence of the Registrar, G. A. WEERASINHA, on leave. His offices will be at Uswattewelawwewatta in Medaviyagoda, and Hallambagedarawatta at Kirinda.

The Additional Assistant Provincial Registrar, Matara, has appointed THOMAS DE SILVA ABAYAWICKREMA to act as Registrar of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern Province, for thirty days from July 1, 1919, *vice* Mr. T. A. FERNANDO, transferred. His office will be at the old District Court building.

The Assistant Provincial Registrar, Hambantota, has appointed MARAKKALAGE CHARLES DE SILVA to act as Registrar of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for eight days from June 29, 1919, during the absence of the Registrar, D. M. DHARMASURIYA, on sick leave. His office will be at the Police Court, Hambantota.

The Assistant Provincial Registrar, Hambantota, has appointed DON NICHOLAS WIJESINHA to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three

days from July 3, 1919, during the absence of the Registrar, J. A. SINGAPPULLI, on leave. His office will be at Angahawatta in Mahahilla and Galhiressewatta in Waharaggoda.

The Assistant Provincial Registrar, Jaffna District, has appointed BENJAMIN RAJAKARIAR to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for three days from July 1, 1919, during the absence of the Registrar, V. M. MUTTUKUMARU, on duty. His office will be at Hemakuda in Nallur.

The Assistant Provincial Registrar, Jaffna District, has appointed BENJAMIN RAJAKARIAR to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for three days from July 4, 1919, during the absence of the Registrar, V. M. MUTTUKUMARU, on leave. His office will be at Hemakuda in Nallur.

The Assistant Provincial Registrar, Puttalam, has appointed CHINNATHAMBAYARUMUGAM to act as Registrar of Marriages (General) of Puttalam pattu and Gravets division, in the Puttalam District of the North-Western Province, for three days from June 23, 1919, during the absence of the Registrar, R. M. THEVATHASAN, on other duty. His office will be at the Puttalam Kachcheri.

The Assistant Provincial Registrar, Puttalam, has appointed ABEYERATNA HERAT MUDIYANSELAGE BANDA, Korala, to act as Registrar of Births and Deaths and of Marriages (General) of Perawili pattu division, in the Puttalam District of the North-Western Province, for thirty days from June 26, 1919, *vice* Registrar, RATNAYAKE MUDIYANSELAGE HERATHAMY, deceased. His office will be at his residence at Kotukachchiya.

The Assistant Provincial Registrar, Badulla District, has appointed KONARA MUDIYANSELAGE SUDU BANDA to

act as Registrar of Births and Deaths of Kandukara division, and of Marriages (General) of Buttala division, in the Badulla District of the Province of Uva, for five days from June 23, 1919, during the absence of the Registrar, K. M. KIRI BANDA, on leave. His office will be at Alutwatta in Kendalanda.

The Provincial Registrar, Ratnapura, has appointed AKURUMUHANDIRAMALAGE JAYAWARDANA to act as Registrar of Births and Deaths of Weligepala division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from July 1, 1919, during the absence of the Registrar, A. M. WASANAHAMY, resigned. His office will be at Weligepala.

The Provincial Registrar, Ratnapura, has appointed DON DAVID SENANAYAKE to act as Registrar of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for July 2, 1919, during the absence of the Registrar, D. L. DHARMAWARDHANA, on leave. His office will be at the Land Registry, Ratnapura.

Registrar-General's Office,
Colombo, July 8, 1919.

W. L. KINDERSLEY,
Registrar-General.

IT is hereby notified that DON JAMES ABEYSUNDERA RUPASINGHE, Registrar of Births and Deaths of Uduwaka division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, will, with effect from July 15, 1919, hold his office at Hapugahawela watta in Deniyaya, instead of at Dehigahawela watta in Deniyaya, as notified in the *Government Gazette* No. 6,864 of March 30, 1917.

Registrar-General's Office,
Colombo, July 5, 1919.

W. L. KINDERSLEY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

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

BY-LAW made by His Excellency the Governor, with the advice of the Executive Council, for the whole of the Island under section 18 of "The Vehicles Ordinance, No. 4 of 1916," and schedule III. (5) thereunto annexed:—

In respect of every bicycle, not being a vehicle enumerated in schedule III. (1), (2), (3), and (4) of Ordinance No. 4 of 1916, the rate shall be Rs. 5.

Colonial Secretary's Office,
Colombo, July 7, 1919.

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

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

IT is hereby notified that His Excellency the Governor in Executive Council, in exercise of the powers vested in him by section 7 (1) of "The Vehicles Ordinance, No. 4 of 1916," has directed that every license or every renewal thereof in respect of every bicycle ordinarily used for hire within the various limits specified in the schedule hereto shall bear a stamp of the value shown in the said schedule.

Colonial Secretary's Office,
Colombo, July 7, 1919.

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

SCHEDULE.

Limits.	Value of Stamp. Rs. c.	Limits.	Value of Stamp. Rs. c.	Limits.	Value of Stamp. Rs. c.
Limits of the Municipality of—		Limits of the Local Board of—		Limits of the Local Board of—	
Colombo ...	5 0	Hatton-Dikoya ..	2 50	Minuwangoda ..	2 50
Galle ..	2 50	Jaffna ..	4 0	Moratuwa ..	2 50
Kandy ..	2 50	Kalutara ..	2 50	Nawalapitiya ..	2 50
Limits of the Local Board of—		Kegalla ..	2 50	Negombo ..	2 50
Anuradhapura ..	2 50	Kurunegala ..	1 0	Puttalam ..	2 50
Chilaw ..	2 50	Matale ..	5 0	Ratnapura ..	1 0
Gampola ..	2 50	Matara ..	2 0	Trincomalee ..	5 0

"THE HOLIDAYS ORDINANCE, 1886."

IT is hereby notified that, under section 9 of Ordinance No. 4 of 1886, His Excellency the Governor has been pleased to appoint Saturday, July 19, 1919, to be a public and bank holiday on the occasion of the celebration of the conclusion of peace.

Colonial Secretary's Office,
Colombo, July 8, 1919.

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

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of the Cemeteries and Burials Ordinance, No. 9 of 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, July 7, 1919.

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

SCHEDULE.

1. Name of land : Maragahalanda.
Situation : Palkumbura, Megodapotha, Siyane korale east, Colombo District.
Boundaries : North, land shown in title plan 199,992 and lot in preliminary plan 16,924; east, land shown in title plan 314,530; south, lands shown in title plans 150,692, 150,694, 133,784, and 191,212; west, land shown in title plan 150,691.
Extent : 2 acres and 8 perches.
Community : communal burial ground.

2. Name of land : Kurundugahahenekebella.
Situation : Athandakanda, Megodapotha, Siyane korale east, Colombo District.
Boundaries : North, land shown in title plan 231,517; east, Crown jungle; south, Crown jungle; west, Crown jungle.
Extent : 1 acre and 3 perches.
Community : communal burial ground.

3. Name of land : Koskotulanda.
Situation : Dompe, Dompe peruwa, Siyane korale east, Colombo District.
Boundaries : north, Polgahadeniyalanda claimed by R. Ruitan and others; east, Deuvanpitiya claimed by L. A. Don Thomas Appu; south, lot 2 encroached by L. A. Thomas Appu and others; west, Hunugedeniyakumbura claimed by H. V. Temanis Appu and others.
Extent : 3 acres 3 roods and 31 perches.
Community : communal burial ground.

4. Name of land : Mahamillekele.
Situation : Welikadamulla, Udugaha pattuwa, Siyane korale east, Colombo District.
Boundaries : North, Crown land; east, land shown in title plan 207,467; south, lands shown in title plans 277,983 and 277,885; west, field called Kottuna.
Extent : 2 acres and 28 perches.
Community : communal burial ground.

"THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased to declare that the Chief Headman's Division of Magam pattu, in the District of Hambantota, Southern Province, is infected with cholera disease, and is a "diseased locality" in terms of regulation 1 of the regulations framed under the Ordinance No. 3 of 1897, and published in the *Government Gazette* dated July 31, 1914.

Colonial Secretary's Office,
Colombo, July 11, 1919.

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

ORDINANCE NO. 13 OF 1896.

An Ordinance relating to Pilgrimages.

REGULATIONS made by His Excellency the Governor, with the advice of the Executive Council, under the powers committed to him by section 1 of Ordinance No. 13 of 1896 :—

1. The number of persons who shall be allowed to proceed on pilgrimage to Kataragama for the Esala festival in 1919 shall be restricted to five persons.
2. It shall be unlawful for any person to proceed to Kataragama for the aforesaid festival—
 - (a) Except *via* Badulla; and
 - (b) Unless he has first obtained a permit for the purpose from the Government Agent of the Province of Uva.
3. No person authorized as aforesaid to attend the aforesaid festival shall stay at Kataragama for more than three days.

Colonial Secretary's Office,
Colombo, July 11, 1919.

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

HIS Excellency the Governor will hold a Levée at Queen's House, Colombo, on Saturday, July 19, 1919, at 12.30 p.m.

Gentlemen who are accorded the privilege of private entrée should attend, if they so desire, at 11.45 a.m.

Gentlemen who do not enjoy the privilege of private entrée, and who desire to attend the Levée, should submit their names in writing to the Aide-de-Camp-in-Waiting, Queen's House, Colombo, on or before July 12, 1919, after which date no applications can be considered.

Cards will be forwarded to those gentlemen whom His Excellency may be pleased to summon.

All officers and gentlemen attending the Levée must bring with them the card referred to in the preceding paragraph, to be delivered to the Aide-de-Camp on duty at the time of presentation.

Officers will appear in khaki. Gentlemen entitled to wear uniform will appear in Levée dress.

Other gentlemen will appear in morning coats or evening dress.

Prior to the general Levée His Excellency will hold an investiture of Native Ranks.

Queen's House,
Colombo, July 7, 1919.

By His Excellency's command,
OSMUND TONKS, Major,
Aide-de-Camp.

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

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

And whereas the property enumerated in the schedule hereto belongs to F. Zorer, an enemy subject as aforesaid, and it appears expedient to vest the said property in the said Custodian:

Now, therefore, His Excellency the Governor is pleased, by and with the advice of the Executive Council, to order, and it is hereby ordered, that the aforesaid property is vested in the Custodian of Enemy Property, and that the said Custodian is hereby authorized to sell the same in accordance with the provisions of section 8 of the said Ordinance and apply the proceeds of such sale in liquidation of the debt due by the said F. Zorer to the firm of Ch. & A. Bohringer.

By order of His Excellency the Governor in Executive Council, this Seventh day of July, 1919.

JOHN SCOTT,
Clerk to the Executive Council.

SCHEDULE.

1 Yale motor bicycle.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of kerosine oil (American oil and bulk oil) from October 1, 1919, to September 30, 1920.

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 Kerosine Oil" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on August 19, 1919.

5. Tenders are to be made upon forms which will be supplied upon application at the Office of the Colonial Storekeeper, 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 deposit of Rs. 100 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due.

8. The security required will be Rs. 1,000 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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.

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.

July 3, 1919.

J. GIBB,
Colonial Storekeeper.

TENDERS are hereby invited for the supply of South Indian tiles, first quality (flat, half, ridge, ventilation glass, finials, and ornamental ridge), from October 1, 1919, to September 30, 1920.

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

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

4. Tenders should be marked "Tender for South Indian Tiles" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on August 19, 1919.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Colonial Storekeeper, 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 deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. The name of the tenderer, name of manufacturing firm, and place of manufacture should be marked on them.

8. The security required will be Rs. 1,000 in cash for the whole contract, or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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.

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.

July 3, 1919.

J. GIBB,
Colonial Storekeeper.

TENDERS are hereby invited for the supply of castor oil from October 1, 1919, to September 30, 1920.

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 Castor Oil" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on August 19, 1919.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Colonial Storekeeper, 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 deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due.

8. The security required will be Rs. 400 in cash. All other necessary information can be ascertained upon application at the Office referred to in section 5.

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

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

11. 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.

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.

July 3, 1919.

J. GIBB,
Colonial Storekeeper.

TENDERS are hereby invited for the right to sell liquors and aerated waters to 1st and 2nd class passengers, and also fruits, &c., to 3rd class passengers, on the platform at Kahawatta Railway Station from October 1, 1919, to September 30, 1920, from persons willing to tender for the same.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the General Manager of the Railway, Colombo.

3. Tenders should either be deposited in the Office of the General Manager of the Railway, or be sent through the post.

4. Tenders should be marked "Tender for selling Liquors, &c., at Kahawatta Railway Station" in the left hand corner of the envelope, and should reach the Office of the General Manager of the Railway not later than midday on Tuesday, July 29, 1919.

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

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

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

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

9. The sale of liquor to take place only at train time, and then only to *bona fide* 1st and 2nd class passengers travelling by train, in a manner satisfactory to the General Manager or Officers of the Railway.

10. The prices charged for liquors and waters are to be moderate and to the satisfaction of the General Manager.

11. The successful tenderer will be called upon to take out a liquor license, in respect of which a small fee will be charged. The number of salesmen or other servants admitted to the Railway premises will be limited to six.

12. The successful tenderer should provide at his own expense a neat wooden shelter for the sale of refreshments to 1st and 2nd class passengers, the design of which must be approved by the General Manager.

13. The Government reserves to itself the right to cancel the contract on one month's notice, if same is not conducted in accordance with the conditions and to complete satisfaction of the General Manager.

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

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

16. 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.

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

18. Contracts may not be assigned or sublet without the authority of the General Manager.

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

General Manager's Office,
Colombo, July 2, 1919.

D. McMILLAN,
Acting General Manager.

TENDERS are hereby invited for the contract for a Night Mail Service for a period of 4 years from October 1, 1919, between Polgahawela Post Office and Kegalla Post Office, once daily each way by coach drawn by two bulls.

2. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

3. The contractor will be required to provide such number of coaches and bulls, as will, in the opinion of the Postmaster-General, be necessary for the service, and every such coach or bull before being employed in the service will be subject to the approval of the Postmaster-General.

4. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Postmaster-General, Colombo, or be sent to him through the post.

5. Tenders should be marked "Tender for the Conveyance of Mails between Polgahawela Post Office and Kegalla Post Office" in the left hand top corner of the envelope, and should reach the Office of the Postmaster-General not later than midday on Tuesday, August 19, 1919.

6. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

7. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

8. A deposit of Rs. 50 for this service must be made at the General Post Office, and a receipt produced for the same before a tender form 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 Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

9. Security to the amount of one-tenth of the yearly subsidy asked will be required in cash for each service.

10. Tenders for this service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor

shall not, without the express permission of Government increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

11. All other information can be obtained on application to the Postmaster-General.

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

13. The Postmaster-General reserves to himself the right, without question, of rejecting any or all of the tenders, and the right of accepting any portion of a tender.

General Post Office,
Colombo, July 5, 1919.

JOHN FOX,
Acting Postmaster-General.

TENDERS are hereby invited for the removal of 56,447 cwt., more or less, of salt lying at the Palatupana Lewaya into Kirinda Stores, at 8,000 cwt. per mensem.

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

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

4. Tenders should be marked "Tenders for the removal of Salt" in the left hand top corner of the envelope, and should reach the Office of the Assistant Government Agent not later than midday on July 28, 1919.

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

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

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

8. Sufficient securities will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 500. All other information can be ascertained upon application to the office referred to in section 5.

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

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

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

Hambantota Kachcheri, W. L. MURPHY,
July 4, 1919. Assistant Government Agent.

TENDERS are hereby invited for the removal of 49,736 cwt., more or less, of salt lying at the Maha Lewaya into Hambantota Stores, at 10,000 cwt. per mensem.

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

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

4. Tenders should be marked "Tender for the removal of Salt" in the left hand top corner of the envelope, and should reach the Office of the Assistant Government Agent not later than midday on July 19, 1919.

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

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

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

8. Sufficient securities will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 500. All other information can be ascertained upon application to the office referred to in section 5.

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

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

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

Hambantota Kachcheri, W. L. MURPHY,
July 4, 1919. Assistant Government Agent.

SALES OF UNSERVICEABLE ARTICLES, &c.

THE following unserviceable articles belonging to the King's Pavilion and the Judges' Bungalow, Kandy, will be sold by public auction at the King's Pavilion, Kandy, at 10 A.M., on Tuesday, July 22, 1919:—

8 bed curtains	20 pieces China matting
1 black gold-laced table cloth	2 mosquito nets
5 pieces rattan matting	4 carpets
3 pieces linoleum matting	

Government Stores,
Colombo, July 8, 1919.

J. GIBB,
Colonial Storekeeper.

NOTICE is hereby given that the private properties of long-sentenced and deceased prisoners of Jaffna Jail will be sold by public auction at Jaffna Jail premises on Saturday, August 2, 1919, at 11 A.M., viz.:—

1 old sarong	1 old towel
5 old cloths	1 old cloth belt
1 old shawl	3 rags
1 old handkerchief	1 German silver waist chain

Jaffna Jail,
July 3, 1919.

J. ELSTONE,
Superintendent.

THE following found and unclaimed articles will be sold by public auction at the Railway premises, Maradana, at 2 P.M., on Wednesday, July 16, 1919:—

1 watch	1 lot new cap and child's hat	1 lot 3 acetic acid bottles (damaged)
1 chain	1 lady's hat	1 lot glass panes and flower vase
1 pair spectacles	1 bundle soiled linen marked A	1 empty suit case
1 lot 3 pairs spectacles	1 do. B	1 lot wooden stand and folding chair
1 lot 2 pairs spectacles and spectacle case	1 bird's cage	1 large trunk containing clothes
1 lot 2 bent combs	1 lot hats and caps	1 trunk
1 lot 3 bent combs	1 enamel pail and 1 tea tin	1 lot stag horns and part of a violin
1 lot 2 hair brushes, 2 tooth brushes, and 2 combs	1 aluminium pail and chamber pot	1 lot empty basket, coconut scraper, &c.
1 lot 4 knives and 3 tea spoons	1 carbon tank	1 lot gunnies
1 lot smoking pipes, cigar cases, and 2 mouth pieces	1 lot 2 lamp globes, hand lantern, and hurricane lantern	1 lot 2 maps and 1 bundle coir yarn
1 lot 5 soap boxes	1 lot 4 cart lanterns, hurricane lantern without globe, and rickshaw lantern	1 lot gas fittings
1 lot 2 ladies' hand bags and 1 bicycle tool bag	1 lot hurricane lantern and wall lamp	1 lot gas lamp globes
1 lot cigar trays	1 lot saucepan and 2 tin strainers	1 raincoat marked A
1 lot 4 inflators	1 lot 2 breakfast baskets	1 do. B
1 electric torch	1 lot 3 wooden coat hangers	1 rain cape
1 lot 2 silk handkerchiefs (new)	1 lot plates, cups, empty bottles, tea pot, and chatties	1 lady's cape
1 lot water bottle, 1 measuring tape, and 1 foot ruler, and thermos flask cover	1 lot brass pot, brass chatty, brass measure, &c.	1 lot 4 umbrellas marked A
1 lady's black scarf, rubber ball, and 2 pieces sponge	1 tennis racquet in pieces	1 do. B
1 lot keys, piece brass chain, and rosary	1 lot 2 wooden boxes, 2 tins mobil oil, and 1 empty tin box	1 do. C
1 lot silver safety pin, 1 mounted tiger tooth, shirt link, buttons, &c.	1 lot mats and pillows	1 do. D
1 parcel, 2 camboys, and 1 parcel chintz cloth	1 lot folding table and wooden rake	1 lot 8 umbrellas marked A
1 pair lady's black shoes with pair stockings	1 lot iron tools	1 do. B
1 pair child's black boots, 1 pair wooden sandals, and 1 pair patent leather fancy slippers	1 motor car luggage carrier and sewing machine cover	1 do. C
1 new double terai hat	1 lot saw and 3 files	1 do. D
	1 lot straw hat and felt hat	1 lot 2 ladies' umbrellas
	1 lot boots, shoes, and sandals	1 lot 6 walking sticks marked A
	1 lot 2 leather bags and 1 canvas bag	1 do. B
	1 lot motor and pestle	1 do. C
	1 lot planks	1 do. D
	1 box containing brass, ware &c.	1 lot unserviceable stores

General Manager's Office,
Colombo, July 7, 1919.

D. McMILLAN,
Acting General Manager.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended July 5, 1919.

Births.—The total births registered in the city of Colombo in the week were 65 (6 Burghers, 31 Sinhalese, 12 Tamils, 15 Moors, and 1 Malay). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1919, viz., 285,795) was 11.9, as against 15.9 in the preceding week, 18.9 in the corresponding week of last year, and 21.5 the weekly average for last year.

Deaths.—The total deaths registered were 145 (2 Europeans, 8 Burghers, 73 Sinhalese, 25 Tamils, 27 Moors, 6 Malays, and 4 Others). The death-rate per 1,000 per annum was 26.5, as against 23.2 in the previous week, 22.8 in the corresponding week of last year, and 26.7 the weekly average for last year.

Infantile Deaths.—Of the 145 total deaths, 26 were of infants under one year of age, as against 22 in the preceding week, 29 in the corresponding week of the previous year, and 30 the average for last year.

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

Principal Causes of Death.—(a) Twenty-nine deaths from *Pneumonia* were registered, 13 in Maradana (including 3 deaths of non-residents in hospitals), 4 in Kotahena, 3 in New Bazaar, 3 in Wellawatta, 2 in San Sebastian, 2 in Slave Island, 1 in Pettah, and 1 in St. Paul's, as against 14, 37, 51, and 41, respectively, in the four preceding weeks. The weekly average for last year was 27.

(b) Three deaths from *Influenza* were registered, 2 in Kotahena and 1 in St. Paul's, as against 16, 24, 29, and 41, respectively, in the four preceding weeks.

(c) Five deaths from *Bronchitis* were registered, 2 in New Bazaar, 2 in Slave Island, and 1 in Maradana.

2. (a) Eleven deaths from *Phthisis* were registered, 3 in Maradana, 2 in New Bazaar, 2 in Slave Island, 2 in Wellawatta, 1 in St. Paul's, and 1 in Kollupitiya, as against 9 in the previous week and 13 the weekly average for last year.

(b) Five deaths from *Phthisis* of residents of Colombo occurred at the Ragama Tuberculosis Hospital during the week.

3. Four deaths from *Enteric Fever* were registered, 3 in Maradana and 1 in Kotahena, as against 1 in the previous week and 4 the weekly average for last year.

4. Twelve deaths were registered from *Debility*, 9 from *Worms*, 9 from *Infantile Convulsions*, 9 from *Dysentery*, 8 from *Enteritis*, 6 from *Diarrhoea*, 2 from *Tetanus*, and 38 from *Other Causes*.

5. Six cases of *Chickenpox* and 2 of *Measles* were reported during the week, as against 8 and 4 respectively in the preceding week.

State of the Weather.—The mean temperature of air was 81.0°, against 80.6° in the preceding week and 81.9° in the corresponding week of the previous year. The mean atmospheric pressure was 29.878 in., against 29.911 in. in the preceding week and 29.896 in. in the corresponding week of the previous year. The total rainfall in the week was 0.50 in., against 1.17 in. in the preceding week and 0.33 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, July 8, 1919.

FRED. L. ANTHONISZ,
for Registrar-General.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages having been left at Kochchikade 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, August 12, 1919, at 1 P.M. Goods must be cleared on or before August 15, 1919:—

Date.	Vessel.	From where.	Marks.	Quantity and Description of Goods.
1918. December 31 ..	ss. Queda	Bombay	Nil	1 bag pollard
1919. March 2 ..	ss. Catherine Apcar	Tuticorin	Nil	2 bags bones
Do. 6 ..	ss. Heim	Bombay	Colo. M.	1 Carboy rose water (broken)
Do. ..	do.	do.	Nil	1 bag g. poonac
Do. 25 ..	ss. Maur	do.	Nil	1 case books

W. E. WAIT,
for Principal Collector.

July 9, 1919.

Importation of Rice into the Ports of Ceylon during the Week ended July 5, 1919.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Bangkok	38,515
Do.	Rangoon	127,500
Total		166,015

(No rice was shipped during the week.)

H. M. Customs,
Colombo, July 8, 1919.

W. E. WAIT,
for Principal Collector.

Sale of Ebony.

AN auction sale of the under-mentioned ebony will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, July 26, 1919, at 10.30 A.M., subject to the following conditions:—

- The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.
- The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
- Payment of 25 per cent. of the successful bid to be made at time of sale if so required.
- Depot weights must be accepted, but buyers can have the right of giving notice, before the expiration of the date of payment, of having the actual weight ascertained. Should the difference between the depot weight and the weight ascertained after re-weighing be more than 1½ per cent., the cost of re-weighing is to be borne by the Forest Department, and if within 1½ per cent. by the purchaser; any difference between the depot weight and the weight ascertained after re-weighing is to be paid or allowed for, as the case may be. Should two or more purchasers desire to re-weigh their timber on the same day, precedence will be given to the buyer whose notification of intention to re-weigh reaches the Assistant Conservator of Forests first.
- No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.
- Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the re-sale, while if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit which shall accrue to Government.
- Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

Forest Division.	No. of Log or Lot.	Tons	qr.	lb.
Nuwara Eliya	39	5	17	1 21
Anuradhapura	1	0	2	3 21
Total		40	6	0 1 14

LIST OF EBONY LOGS REFERRED TO.

Nuwara Eliya.									
Divisional No.	C. F. No.	Length.		Girth.	Tons.	Weight.		Blackness of Wood.	
		Ft.	in.			cwt.	lb.		
N 23	541	3	6	4	0	0	1 3 14*	Well marked	
N 35	1284	11	6	1	4	0	1 0 7*	Black	
N 14	1285	12	9	2	0	0	2 3 21*	do.	
N 21	1286	15	3	1	10	0	2 3 21*	do.	
N N	1287	12	0	2	5	0	3 1 0*	Slightly marked	
N N	1288	13	6	2	3	0	3 0 21*	do.	
N 30	1289	13	8	2	9	0	3 2 0†	Black	
N 20	1290	3	8	2	3	0	0 3 14*	do.	
N N	1291	13	6	3	0	5	2 0 21†	Marked	
N 12	1292	12	2	1	9	0	2 0 21*	Well marked	
N 34	1293	12	10	1	1	0	0 3 0*	Black	
N 18	1294	12	11	2	0	0	1 3 7*	do.	
N 34	1295	11	0	1	2	0	0 3 7*	do.	
N 21B	1296	6	6	1	3	0	0 2 7*	do.	
N 21A	1297	15	0	1	6	0	2 0 0*	do.	
N 20	1298	16	2	1	6	0	2 2 7*	do.	
N 27	1299	15	8	2	3	0	2 0 0*	do.	
N 31	1300	5	0	3	6	0	1 3 21†	do.	
N 19	1301	4	9	3	0	0	1 3 21*	do.	
N 10	1302	19	5	2	0	0	0 3 7*	do.	
N 4	1303	12	7	1	9	0	1 3 14*	do.	
N 25	1304	12	10	1	6	0	1 2 0*	Slightly marked	
N 3	1305	12	0	2	1	0	2 1 14*	do.	
N 29	1306	18	0	2	6	0	5 3 14*	Black	
N 14	1307	12	3	3	7	0	5 0 0†	do.	
N 28	1308	17	0	2	6	0	5 1 7*	do.	
N 30	1309	16	6	3	0	0	7 1 21*	do.	
N 13	1310	17	3	1	11	0	3 0 0*	Marked	
N 24	1311	13	3	3	6	0	5 2 21†	Black	
N 31	1312	14	0	3	0	0	4 1 0†	do.	
N 16	1313	11	9	3	6	0	5 0 0†	Slightly marked	
N 11	1314	12	0	3	9	0	7 2 0†	do.	
N 3	1315	15	9	2	0	0	3 2 7†	Black	
N 32	1316	9	6	1	10	0	1 2 0*	Slightly marked	
N 4	1317	17	9	2	6	0	4 2 21*	Black	
N 4	1318	15	10	1	7	0	2 1 14*	Flowered	
N 4	1319	12	9	1	5	0	1 1 21*	Black	
N 4	1320	8	10	2	0	0	1 3 7†	do.	
N 4	1321	10	3	1	6	0	1 0 7*	do.	
Anuradhapura.									
A 40	1187	11	0	2	6	0	2 3 21*	Slightly marked	
Total		6 0 1 14							

* Sound. † Unsound. ‡ Partly sound.

Office of the Conservator of Forests, J. D. SARGENT,
Kandy, July 8, 1919. Acting Conservator of Forests.

Sale of Lease of Grass and Cinnamon on Crown Lands situated at Dematagoda, Timbirigasyaya, Narahenpita, Welikada, and Cinnamon Gardens, Colombo.

NOTICE is hereby given that the Government Agent, Western Province, will sell by public auction at his office in Colombo, at 12 noon, on Tuesday, July 22, 1919, the right to cut and remove grass and cinnamon for one year from August 1, 1919, on the under-mentioned portion of Crown land appearing in the lease plan of the Colombo Cinnamon Gardens, subject to the following conditions:—

1. The highest bidder shall be declared the purchaser in each case.
2. The purchase amount shall be paid in full on the day of the sale.
3. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.
4. The purchaser shall be bound to fence the land leased to him if called on by the Government Agent to do so.
5. The purchaser shall not assign or sublet the right to cut grass and cinnamon on any portion of the land to any other person without the permission previously obtained in writing from the Government Agent.
6. All cattle kept on the land to graze should be tethered, and should not be allowed to trespass on the public road.
7. The purchaser shall keep the premises clean and in good order, and also comply with the Municipal regulations.
8. The purchaser shall not sell or remove gravel, sand, &c., from the demised premises, and he is further warned not to spoil or damage any portion of the said premises.
9. If any portion of the land is required by Government, such portion shall be surrendered on a week's notice being given. A *pro rata* refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.
10. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land and eject the purchaser and his workmen from the land without compensation.
11. The Government Agent reserves the right to reject any bid or all bids.

Government Agent's Office,
Colombo, July 3, 1919.

J. G. FRASER,
Government Agent.

LIST OF LANDS REFERRED TO.

Colombo Cinnamon Gardens Lease Plan.

Lot.	Situation.	Description.	Extent, A. R. P.
4	Jail road	Grass and cinnamon	8 0 26

Sale of Minor Forest Produce.

THE right to collect the forest produce specified in the appended schedule during the period commencing on October 1, 1919, and ending on September 30, 1920, from the Crown lands situated in the district specified will be sold by public auction by the Assistant Conservator of Forests of the Anuradhapura Division on the date and at the place mentioned in the said schedule.

2. The right to collect the produce hereby offered for competition shall be exclusive of such privileges as villagers have acquired under the provisions of the Forest Ordinance or by usage for their domestic or village requirements.
3. The highest bidder will be declared the purchaser, subject to the approval of the Conservator of Forests, and shall immediately on his being so declared deposit the necessary amounts as hereunder and sign his name in the register of sale in admission of such purchase:—

Bids up to Rs. 100.

The amount of the bid in full and security Rs. 20 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests.

Bids over Rs. 100 and up to Rs. 500.

50 per cent. of the bid and security Rs. 50 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid within 14 days of the approval of sale by the Conservator of Forests.

Bids over Rs. 500 and up to Rs. 1,000.

50 per cent. of the bid and security of Rs. 75 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid regularly in two monthly instalments within two months of the date of approval of the sale by the Conservator of Forests.

Bids over Rs. 1,000.

50 per cent. of the bid and security Rs. 160 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid regularly in three monthly instalments within three months of the date of approval of the sale by the Conservator of Forests.

4. Should the required deposit not be made immediately on conclusion of the sale, the right to collect the produce will be at once offered again to public competition, and the person who failed in the first instance to make the required deposit will not be allowed to bid unless he deposits in advance a sum of Rs. 50, which will be forfeited if he again refuses to make the required deposit on acceptance of his bid.

5. The balance of the purchase amount, if any, shall be paid as specified in condition 3.

6. Should the person decline or fail to enter into an agreement within ten days of receiving notice in writing from the Assistant Conservator of Forests of the Anuradhapura Division to the effect that his bid has been accepted by the Conservator of Forests or to pay the balance of the purchase amount when due, the deposit already made on account of the purchase and the security shall be forfeited, and the right to collect the produce in question re-sold at the risk of the original purchaser, who shall be held liable to make good any deficiency in the price realized at such re-sale, but on the other hand he shall not be entitled to participate in any profit which may accrue to the Government by any re-sale.

7. The right to collect the produce in question shall not be assigned, re-sold, or sublet by the purchaser without the consent of the Conservator of Forests first obtained in writing.

8. Should the purchaser or his employes cause any damage to trees in the forests or commit any forest offence, the purchaser shall be held liable to pay compensation for all such damage or loss, and on failure to pay he shall be liable to prosecution.

9. The Government reserves to itself the right, without question, of rejecting the purchaser's employes, and of rescinding the agreement if the above conditions are not adhered to.

10. For any further information, and for inspection of the draft agreement, application should be made at the Office of the Assistant Conservator of Forests of the Anuradhapura Division in which the forests are situated.

SCHEDULE.

Anuradhapura Division.

Area for exploitation: The North-Central Province, exclusive of the Wilpotuwewa Game Sanctuary and the Issenbessewewa Forest Reserve.

Produce: Avarai or ponnavaram bark (ranawara).

Sale: At the Divisional Forest Office, Anuradhapura, at 10 A.M., on Monday, July 28, 1919.

Office of the Conservator of Forests, J. D. SARGENT,
Kandy, July 8, 1919. Acting Conservator of Forest.

Training School for Surveyors.

AN examination for admission to the Departmental Training School for Surveyors will be held at the following centres, Colombo, Kandy, Jaffna, Galle, Kurunegala, Badulla, Anuradhapura, Ratnapura, and Batticaloa, on August 18, 1919, and following days.

1. Candidates must not be less than 19 or more than 25 years of age.

2. Candidates will be required to furnish the following certificates, and must attach them to the form referred to in paragraph 3 below:—

- (a) A certificate of age.
- (b) 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.
- (c) Elementary School-leaving Certificate.

3. Candidates will be required to fill in an entry form, which can be obtained on application to the Surveyor-General. This form must be presented in person to the Assistant Surveyor-General at Colombo, accompanied by the certificates referred to in paragraph 2, or to the Superintendent of Surveys in a Province.

4. Subjects for the examination are :—

- (i.) Mathematics.
 - (a) Geometry (Euclid Book I.)
 - (b) Elementary Trigonometry (up to the solution of triangles).
 - (c) Elementary Plane Mensuration.
 - (d) Arithmetic.
- (ii.) (a) English Composition (Essay).
(b) Dictation.
- (iii.) Plan Drawing.

5. After passing the Entrance Examination candidates will have to pass a Medical Examination to ascertain if they possess a sound constitution, good vision, hearing, and physical fitness for duty in any part of the Island. A fee of Rs. 5 will be charged for the Medical Examination.

6. Applications for admission to the above class will not be accepted after midday on August 2. For further particulars regarding prospects, &c., application should be made to the Surveyor-General.

7. Pay and conditions of promotion :—

Grade I.—The number in this grade is 15 at Rs. 3,180 to Rs. 3,900 per annum by annual increments of Rs. 180, but those who have passed the Senior Departmental Examination will be entitled to rise to a maximum salary of Rs. 4,440 by annual increments of Rs. 180 after a halt of three years on Rs. 3,900.

Grade II.—The number in this grade has lately been increased from 25 to 50, at Rs. 1,800 to Rs. 3,000 per annum by annual increments of Rs. 120.

Grade III.—The number in this grade has been reduced from 240 to 215, at Rs. 720 to Rs. 1,680 per annum by annual increments of Rs. 120.

8. On obtaining a salary of Rs. 840 per annum, and provided they are recommended by their Superintendent, III. Grade Surveyors will be eligible to enter for the Departmental Junior Examination, which will be held annually.

9. Surveyors who have passed the Junior Departmental Examination will become eligible for promotion to Grade II. after three years' service in Grade III., should their record be a good one, and also for promotion to Grade I. after serving one year on the maximum salary of Grade II.

10. Surveyors who have passed the Senior Departmental Examination will become eligible for promotion to Grade I. after seven years' service in Grade II.

11. Surveyors who have passed the Senior Departmental Examination and show sufficient administrative ability will receive promotion to the Assistant Superintendent of Surveys Grade.

12. Promotion to the various grades will be contingent on the occurrence of vacancies.

13. The examination will be for 20 places.

Surveyor-General's Office, W. C. S. INGLES,
Colombo, July 9, 1919. Surveyor-General.

Kandy S. Y. M. A. Anglo-Vernacular Night School.

NOTICE is hereby given that an application has been received from Rev. G. D. de Lanerolle for a grant in aid of his Kandy S. Y. M. A. Anglo-Vernacular Night School, which is situated in Trincomalee street, Kandy District, of the Central Province.

Observations will be received not later than July 31, 1919.

Education Office, A. S. HARRISON,
Colombo, July 2, 1919. for Director of Education.

Udagama Vernacular Mixed School.

NOTICE is hereby given that an application has been received from D. U. Sobbittha Thero for the registration of his Udagama Vernacular Mixed School, which is situated in Kotmale, Nuwara Eliya District, of the Central Province.

Observations will be received not later than August 7, 1919.

Education Office, A. S. HARRISON,
Colombo, July 4, 1919. for Director of Education.

Cholera in Hambantota District.

NOTICE is hereby given that, in consequence of the outbreak of cholera in Hambantota District, no person will be admitted into the Province of Uva from that direction, unless accompanied by a medical certificate from the Medical Officer of Hambantota or Tissā that they are free from contact.

Motorists and others are therefore warned that they will be subject to inquiries and detention if necessary, and they are recommended to avoid this route.

L. W. C. SCHRADER,
July 9, 1919. Acting Government Agent.

Ratmalana-Attidiya Road.

IT is hereby notified for general information that the necessary improvements having been effected, the Ratmalana-Attidiya road, near 7½ mile, Colombo-Galle road, is now open for traffic.

Public Works Office, A. E. CALDICOTT,
Colombo, July 3, 1919. for Director of Public Works.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 204, situated at Grandpass 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 July 2, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, July 8, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 21, situated at Silversmith lane, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from June 30, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, July 4, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 3, situated at Vincent street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from June 27, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, July 4, 1919. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated June 5, 1919, and published in *Government Gazette* No. 7,019 of June 13, 1919, New Hunasgeriya estate, in Pata Dumbara, in the District of Kandy, Central Province, was declared 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 estate, I do hereby declare it to be free from foot-and-mouth disease and no longer an infected area.

This declaration is to take effect from date hereof.

Kandy Kachcheri, W. J. L. ROGERSON,
July 4, 1919. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in Udagama, in the Kotmale division of the 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:—

The area bounded on the north by Makandura-ela; south by Medakumbura and Belton estates, east by Mahaweli-ganga, and west by Gongalkanda and Dummalagastala-kanda.

The declaration is to take effect from June 27, 1919.

The Kachcheri, M. M. WEDDERBURN,
Nuwara Eliya, June 28, 1919. Assistant Government Agent.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted :—

No. 1,627 of April 24, 1919.

The Eyre Smelting Co., Ltd.

"Improvements in liquid fuel burners."

Abstract.—This invention relates to liquid fuel burners of the character described in the Specification to British Letters Patent granted to Herbert Frederick Heveler, and dated September 30, 1907, No. 21,675; our present improvements consisting in certain means whereby the tendency for the restricted portions of the apparatus to become choked by solid matters, commonly present in the liquid fuel, is avoided or diminished, and in certain details of construction whereby the apparatus is rendered more efficient and reliable in working and its manipulation simplified.

The liquid fuel is forced through the air mixing nozzle as a thin annular stream, the steam or air jet being directed through a central nozzle at the centre of that annular stream. The annular space provided for the liquid fuel to pass can be regulated so that choking by dirt in the oil can be quickly remedied. A double air mixing nozzle is sometimes provided.

The claims are :—

1. A liquid fuel burner, constructed substantially as herein described and comprising a conical nozzle, to which liquid fuel is supplied, in conjunction with a longitudinally adjustable stem traversed by an axial passage to which steam, air, or other gas under pressure is supplied; the extremity of the central stem terminating immediately within, and against the inner wall of a conical nozzle, whereby a narrow annular passage is formed between the extremity of the said stem and the said wall for the escape of the liquid fuel.

2. In a liquid fuel burner, the combination, with a central stem traversed longitudinally by a passage for the conveyance of steam or other energizing fluid, of a concentrically mounted supplementary stem, such as h, adapted to regulate or control the admission of the energizing fluid to the passage through the central stem.

3. A liquid fuel burner constructed and operating substantially as illustrated in, and described with reference to, the accompanying drawings.

One sheet of drawings.

E. HUMAN,
Registrar of Patents.

MUNICIPAL COUNCIL NOTICES.

Price of Bread.

Order made by the Deputy Food Controller under "The Defence of the Colony Regulations, 1919."

BREAD is not to be sold within the Municipality of Colombo at a price exceeding the rate of 18 cents per pound.

R. W. BYRDE,
Deputy Food Controller,
Colombo Municipal Area.

July 4, 1919.

Country Paddy.

Order made by the Deputy Food Controller under "The Defence of the Colony Regulations, 1919."

COUNTRY paddy is not to be sold within the Municipality of Colombo by any dealer at a price exceeding Rs. 4 per bushel.

R. W. BYRDE,
Deputy Food Controller,
Colombo Municipal Area.

June 26, 1919.

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

Election of Unofficial Member of the Advisory Committee of the Revenue District Area, Batticaloa District.

THE Government Agent, Eastern Province, Batticaloa District, hereby notifies that, in accordance with Rule 3 (ix.) of the rules laid down in Chapter IV. of Excise Notification No. 85 of February 12, 1919, Rev. W. C. Bird has been duly elected an Unofficial Member of the Advisory Committee of the Revenue District Area for the period beginning from July 1, 1919, to September 30, 1921.

Batticaloa Kachcheri,
July 3, 1919.

C. E. DE PINTO,
for Government Agent.

SALES OF TOLL AND OTHER RENTS.

Sale of Toll Rent, Puttalam District.

NOTICE is hereby given that the under-mentioned toll rent of the Puttalam District, North-Western Province, will be put up for re-sale by public auction at 1 p.m., on Monday, July 21, 1919, at the Puttalam Kachcheri, at the risk of the original purchaser, should he have failed on or before that date to pay any instalments which may be then due.

2. The rent will be sold for a period of 2 months and 12 days from July 20, 1919. The purchaser at the re-sale will be required to deposit half of the purchase amount and to furnish the usual security.

Ferry Rent.
Puttalam-Etalai.

Puttalam Kachcheri,
July 4, 1919.

W. A. WEERAKOON,
for Assistant Government Agent.

ROAD COMMITTEE NOTICES.

Huluganga-Bambraela 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, 1919, 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 repair of the said road, as follows:—

(Estimate No. D 84 of 1918-19.)

Government moiety	Rs. 1,300
Private contributions	Rs. 1,313

1st section, $\frac{1}{2}$ mile.

Total acreage, 8,667—Moiety of cost, Rs. 154.47—
Sectional rate, .0178c.—Total rate, .0178c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
S. K. Dawood Saibo	Tharnagala Group	28	0	50	
J. C. de Silva	Hulugangawatta	60	1	7	
C. B. Clay	Mahousa	614	10	95	
C. Woods	Allacolla and Overdale	648	11	52	
R. J. Layard (R. P. Hancock)	Ratnatenna	456	8	13	
Mrs. Woods	Kandekettia	600	10	70	

1st to 3rd section, $2\frac{1}{2}$ miles.

Total acreage, 6,261—Moiety of cost, Rs. 617.88—
Sectional rate, .0986c.—Total rate, .1164c.

J. C. de Silva	Galgodawatta	22	2	57
G. Punchihamine	Wawakanattawatta	22	2	57
Veerappan Cangany	Tallagoya	28	3	27
Marie Cangany	Marie's Land and Florence	570	66	41

General Ceylon Rubber and Tea Estates, Ltd. (M. Martin Smith, Agent; G. G. Ross Clarke, Manager)

Pana Sidambran Cangany	Gomera Old and New	844	98	33
E. R. Cox	Galboda	210	24	47
Colombo Commercial Co., Ltd. (A. W. Upcher, Manager)	Baddegama	184	21	44

1st to 4th section, 3 miles.

Total acreage, 3,946—Moiety of cost, Rs. 154.47—
Sectional rate, .0391c.—Total rate, .1555c.

Mackwood & Co.	Halgalla and Madakelle	652	101	49
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1st to 5th section, $3\frac{1}{2}$ miles.

Total acreage, 3,294—Moiety of cost, Rs. 154.47—
Sectional rate, .0468c.—Total rate, .2023c.

J. P. Hortin	Lebanon Group	1,098	222	39
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1st to 6th section, $4\frac{1}{2}$ miles.

Total acreage, 2,196—Moiety of cost, Rs. 231.71—
Sectional rate, .1055c.—Total rate, .3078c.

J. P. Hortin	Knuckles Group	1,349	415	56
G. G. Ross Clarke	Katoologya	584	179	91
Do.	Gangamulla	263	81	3

Total .. 1,313 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before July 15, 1919.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, July 1, 1919. Chairman.

Huluganga-Bambraela Branch Road.

(Lebanon-oya Bridge.)

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 bridge for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of .0618c. Total acreage 2,196:—

(Estimate No. D 494 of 1918-19.)

Government moiety	Rs. 134.37
Private contributions	Rs. 135.72

6th section.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
J. P. Hortin	Knuckles Group	1,349	83	37	
G. G. Ross Clarke	Katoologya	584	36	10	
Do.	Gangamulla	263	16	25	
					135 72

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before July 15, 1919.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, July 1, 1919. Chairman.

Duckwari-Ferndale 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, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, July 12, 1919, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the contributions:—

Government moiety	Rs. 1,200
Private contributions	Rs. 1,212

1st and 2nd sections, $1\frac{1}{2}$ miles.

Proprietors or Agents.	Estates.	Acreage.
The Rangalla Tea Co., Ltd. (D. Westland); Agents, Whittall & Co.	Rangalla	130

1st to 3rd section, $2\frac{1}{2}$ miles.

The Rangalla Tea Co., Ltd. (D. Westland); Agents, Whittall & Co.	Poodelgodde	331
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1st to 4th section, 3 miles.

The Rangalla Tea Co., Ltd. (D. Westland); Agents, Whittall & Co.	Madultenne	202
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1st to 5th section, $3\frac{1}{2}$ miles.

The Rangalla Tea Co., Ltd. (D. Westland); Agents, Whittall & Co.	Kaladuriya	216
A. H. Kerr & Beilby	Ferndale	310
R. Ellis, Lessee	Leangapella	321
Heirs of C. J. Patterson	Peru	138
D. Westland	Esperanza	523
Do.	Mount Mar and Winchfield Park	500
R. H. Ellis	St. Martins	594
Burnside Tea Co. (Whittall & Co.)	Wattegalla	250

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

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, June 30, 1919. Chairman.

Huluganga-Bambraela Branch Road.

(Hulu-ganga and Dalook-oya Bridges.)

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 bridges for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of "The Branch Road Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions at the rate of 0.251c. per acre. Total acreage 8,667:—

(Estimate No. D 494 of 1918-19.)

	Hulu-ganga Bridge.	Dalook-oya Bridge.
Government moiety	Rs. 82.00	Rs. 133.63
Private contributions	Rs. 82.82	Rs. 134.96
1st section.		
Proprietors or Agents.	Estates.	Acreage. Amount.
		Rs. c.
S. K. Dawood Saibo	Tharnagala Group	28 .. 0 71
J. C. de Silva	Hulugangawatta	60 .. 1 51
C. B. Clay	Mahqusa	614 .. 15 44
C. Woods	Allatolla and Overdale	648 .. 16 29
R. J. Layard (R. P. Hancock)	Ratnatenna	456 .. 11 46
Mrs. Woods	Kandekattia	600 .. 15 9
J. C. de Silva	Galgodawatta	22 .. 0 56
G. Punchihamine	Wawakanattawatta	22 .. 0 56
Veerappen Kangany	Tallagoya	28 .. 0 71
Marie Kangany	Marie's Land and Florence	570 .. 14 32
General Ceylon Rubber & Tea Estates, Ltd. (M. Martin Smith, Agent; G. G. Ross Clarke, Manager)	Goomera Old and New	844 .. 21 22
Pana Sidambaran Kangany	Galboda	210 .. 5 28
E. R. Cox	Baddegama	184 .. 4 53
Colombo Commercial Co., Ltd. (A. W. Upcher, Manager)	Old Tunisgalla	435 .. 10 93
Mackwood & Co.	Halgalla and Medakelle	652 .. 16 38
J. P. Hortin	Lebanon Group	1,098 .. 27 60
Do.	Knuckles Group	1,349 .. 33 90
G. G. Ross Clarke	Katooloya	584 .. 14 68
Do.	Gangamulla	263 .. 6 61
		217 78

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before July 20, 1919.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, July 7, 1919. Chairman.

Ulapane-Riverside Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the estate representatives interested in the above road will be held on Saturday, July 12, 1919, at Mahavilla Factory, at 10 A.M., for the purpose of electing a Local Committee to perform the duties imposed by the said Ordinance for two years.

The Local Committee, immediately after the election, will hold a meeting for the following business, viz.:—

To consider and report to the Provincial Committee with regard to—

- The names of the estates (with their acreages) which are interested in and which use the road and the Ulapane bridge;
- The sections of the road used by these estates;
- The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

The private contributions on the maintenance estimates for the year ending September 30, 1919, amount to Rs. 1,212 and Rs. 202 respectively.

N.B.—The General Meeting for the election of the Local Committee should consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, June 26, 1919. Chairman.

Mallawapitiya-Rambadagalla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for re-erecting the bridge at the 8th mile on the Mallawapitiya-Rambadagalla Branch Road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on July 12, 1919, at 1 P.M., at the Kurunegala Kachcheri, proceed to assess the under-mentioned estates to make up the private contributions:—

(Estimate No. 188.)

Government moiety	Rs. 5,630.00
Private contributions	Rs. 5,770.75
Less value of iron girders of the old bridge	Rs. 590.00
	Rs. 5,180.75

16th to 28th section.

Proprietors or Agents.	Estates.	Acreage.
Mr. A. A. Barnes	Pangalle	520
Messrs. H. Don Carolis & Sons	Ridi Uyanwatta	233
Mr. A. A. Barnes	Ridigama	1,352
Palaniappa Chetty	Maryland or Kaliswara	140
Egoris Appuhamy	Veyangoda	36
Sadiris Appuhamy	do.	38
Mr. T. B. Delwita	Delwita Walawwa	24
The Central Tea Co. of Ceylon, Ltd.	Delhena	504
Messrs. James Finlay & Co.	Delwita Group	2,749
Mr. R. E. S. de Soysa	Nella Oola	300
Messrs. Harrisons & Crosfield, Ltd.	Marlbe	600
Do.	Keppitigala	1,151

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, N. E. ERNST,
Kurunegala, June 30, 1919. Secretary.

Mallawapitiya-Rambadagalla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for repairs to flood damages on the 8th mile, Mallawapitiya-Rambadagalla Branch Road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on July 12, at 1 P.M., at the Kurunegala Kachcheri, proceed to assess the under-mentioned estates to make up the private contributions:—

(Estimate D 541.)

Government moiety	Rs. 175.00
Private contributions	Rs. 179.37

16th to 28th section.

Proprietors or Agents.	Estates.	Acreage.
Mr. A. A. Barnes	Pangalla	520
Messrs. H. Don Carolis & Sons	Ridi Uyanwatta	233
Mr. A. A. Barnes	Ridigama	1,352
Palaniappa Chetty	Mary Land or Kaliswara	140
Egoris Appuhamy	Veyangoda	36
Sadiris Appuhamy	do.	38
Mr. T. B. Delwita	Delwita Walawwa	24
The Central Tea Co. of Ceylon Ltd.	Delhena	504
James Finlay & Co.	Delwita Group	2,749
Mr. R. E. S. de Soysa	Nella Oola	300
Messrs. Harrisons & Crosfield	Marlbe	600
Do.	Keppitigala	1,151

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, N. E. ERNST,
Kurunegala, June 30, 1919. Secretary.

Bevilla-Digowa Estate Cart Road.

A MEETING of the Local Committee of the Bevilla-Digowa Estate Cart Road will be held at the Avissawella Resthouse on Monday, July 21, 1919, at 9 A.M.

Business.

To consider what the new estates have to pay towards the above road (either for the construction or upkeep, or both).

Provincial Road Committee,
Ratnapura, July 2, 1919.

E. RODRIGO,
for Chairman.

LOCAL BOARD NOTICES.

Notice of Sale of Lands for Non-payment of Assessment Tax, Batticaloa.

IN terms of section 34 A (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, which have been seized under section 41 of Ordinance No. 16 of 1865, for default of payment of assessment taxes due, will be sold by public auction at the Batticaloa Kachcheri on Thursday, July 31, 1919, at 2 P.M.

No. of Lot.	Name of Owner.	First Quarter.			Second Quarter.			1918. Third Quarter.			Costs.	Tom-tom Fees.	Total Rate.
		Local Board Rate.	Water-Board Rate.	Police Rate.	Local Board Rate.	Water-Board Rate.	Police Rate.	Local Board Rate.	Water-Board Rate.	Police Rate.			
		c.	Rs. c.	c.	Rs. c.	c.	Rs. c.	Rs. c.	Rs. c.	c.	Rs. c.	Rs. c.	
<i>W. P. road.</i>													
39	K. Sithrapoopalappallai's heirs	—	—	—	—	38	0 30	0 45	12	0 50	1 75		
124	R. Arulampalam	—	—	—	—	75	0 60	0 90	20	0 50	2 95		
<i>New road</i>													
20	Veeragatty Pillayar temple	—	—	—	—	—	0 25	0 36	8	0 50	1 19		
25	M. Kalicutty	—	—	30	0 45	—	—	—	8	0 50	1 33		
37	Vaity Istakey and Appukuddy	—	—	—	—	—	0 40	0 60	8	0 50	1 58		
46	Philip Anapillai	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
46A	Kadramer Soeny's heirs	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
51	Antony Vaity's heirs	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
52	Philip's wife, Jusamma	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
<i>Bailey road.</i>													
18	Arumugam Sinnatamby	—	—	—	—	—	0 30	0 45	8	0 50	1 33		
25	Santia Philip's heirs	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
39	Do.	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
42 & 43	K. Velupillai's heirs	—	—	—	—	—	0 60	0 90	12	0 50	2 12		
<i>Uppodai road.</i>													
2	Swamy Annavy Mary Martha	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
17	Pedro Nallatamby	—	—	30	0 45	—	0 30	0 45	16	1 0	2 66		
35	K. Velupillai's heirs	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
56A	Poopalappillai Anthalingam	36	0 54	36	0 54	—	0 36	0 54	24	1 0	3 94		
59	J. Balthazaar's heirs	—	—	—	—	—	0 30	0 45	8	0 50	1 33		
66	K. Velupillai's widow, Anapillai's heirs	—	—	—	—	—	0 25	0 36	8	0 50	1 19		
82	P. H. Allegaratnam	—	—	30	0 45	—	—	—	8	0 50	1 33		
85	K. Suppramaniam's heirs	—	—	—	—	—	0 25	0 36	8	0 50	1 19		
84	V. Rajakarariar's heirs	—	—	—	—	—	0 30	0 45	8	0 50	1 33		
97 & 98	K. Velupillai's widow, Anapillai's heirs	—	—	—	—	—	1 20	1 80	24	0 50	2 74		
95	Swamy Sinnamma's heirs	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
87	K. Velupillai's widow, Anapillai's heirs	—	—	—	—	—	0 25	0 36	8	0 50	1 19		
<i>Uppodaimunai.</i>													
7	Vaity Mariachy	36	0 54	36	0 54	—	0 36	0 54	24	1 0	3 94		
11	K. Velupillai's heirs	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
12 & 13	Jacco Jusaimuttu	72	1 8	72	1 8	—	0 72	1 8	48	1 0	6 88		
<i>Cheelamunai.</i>													
6	Anthony Marian	—	—	—	—	—	0 30	0 45	8	0 50	1 33		
8	Jusaipillai Jusaimuttu	—	—	30	0 45	—	0 30	0 45	16	1 0	2 66		
16	Anthony Istogu	—	—	—	—	—	0 40	0 60	8	0 50	1 58		
17	Antony Sebastian	—	—	—	—	—	0 40	0 60	8	0 50	1 58		
27	M. Pavilu's heirs	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
28	K. Velupillai's widow, Anapillai's heirs	—	—	—	—	—	0 25	0 36	8	0 50	1 19		
37	V. Kanapathy's heirs	—	—	—	—	—	0 25	0 36	8	0 50	1 19		
46	Kanapathy Avuran's heirs	25	0 36	25	0 36	—	0 25	0 36	24	1 0	3 7		
50 & 51	Antony Marian	—	—	—	—	—	0 50	0 75	12	0 50	1 87		
56	Chinnatamby Chellan	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
70	Anapillai's heirs	—	—	—	—	—	0 25	0 36	8	0 50	1 19		
78	V. Kanapathipillai's heirs	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
92	Kannapper Velupillai	—	—	—	—	—	0 36	0 54	8	0 50	1 48		
<i>Vyraqankoil road.</i>													
9	Velanthan Velupillai	—	—	—	—	—	0 40	0 60	8	0 50	1 58		
14	Annamalai Velan's heirs	—	—	—	—	—	0 30	0 45	8	0 50	1 33		
15	Veeravagu Vyramuttu	—	—	36	0 54	—	0 36	0 54	16	1 0	2 96		
<i>Thandavanveli.</i>													
75	P. Jusai's heirs	—	—	—	—	—	0 36	—	8	0 50	0 94		
94B	Pedro Appo Santanapillai	36	—	36	—	—	0 36	—	12	1 0	2 20		
94C	Eliyatamby Vyramuttu	—	—	—	—	—	0 36	—	4	0 50	0 90		
<i>Urani.</i>													
1	Constantine Sinnathu	—	—	30	—	—	0 30	—	8	1 0	1 68		
27	Swaminader's widow, Chellamuttu	30	—	30	—	—	0 30	—	12	1 0	2 2		
36	J. Bastiampillai and T. Amerasingham	—	—	—	—	—	0 60	—	8	0 50	1 18		
104	S. Vyramuthu	—	—	—	—	—	0 30	—	4	0 50	0 84		
121	P. H. Sinnathamby	—	—	30	—	—	—	—	4	0 50	0 84		
<i>Amirthakali.</i>													
13A	J. Jusamuthu	30	—	30	—	—	0 30	—	12	1 0	2 2		
279	Kanapper Vyramuthu	—	—	—	—	—	0 30	—	4	0 50	0 84		
307A	Kathamuthu Kanapathipillai	30	—	30	—	—	0 30	—	12	1 0	2 2		
<i>Maddicali.</i>													
7A	Mootar Veeracutty	30	—	30	—	—	—	—	8	0 50	1 18		

Batticaloa Kachcheri,
July 2, 1919.

S. MUTTUKUMARU,
for Government Agent.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE AERIAL TRANSPORT COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE AERIAL TRANSPORT COMPANY OF CEYLON, LTD."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (a) To carry on the business of dealers in, manufacturers, letters, hirers, repairers, storers, and warehousemen of aeroplanes, balloons, airships, and flying machines of all kinds, whether heavier than air or otherwise and whether propelled by mechanical power or not, and whether for commercial, military, naval, scientific or other purposes, and all motors, machinery, gear, component parts, accessories, fittings, implements, utensils, appliances, apparatus, lubricants, solutions, and all things capable of being used therewith or in connection therewith, or in the manufacture, maintenance, and working thereof respectively, or in the construction and maintenance of any sheds, works, inclines, or surfaces adapted for use in connection therewith, and also the business of mechanical and aeronautical engineers, electricians, electrical engineers, carriers, aeronauts, tyre manufacturers, wheelwrights, futers, founders, tube makers, galvanizers, japanners, annealers, enamellers, electroplaters, painters, and varnish manufacturers, and the business of generating, accumulating, manufacturing distributing, dealing in and supplying electricity, steam, gas, petrol, and other energy for the purposes of motive or lighting power or otherwise, and manufacturing and dealing in all kinds of apparatus and things required or capable of being used in connection with such generation, accumulation, manufacture, distribution, and supply.
 - (b) To establish and maintain lines or regular services of aircraft of all kinds and carry on the business of carriers of passengers and goods by air, sea, river, canal, railway, and otherwise, and to enter into contracts for the carriage of mails, passengers, goods, and cattle by any means and either by the Company's own aircraft and conveyances or by or over the aircraft, vessels, conveyances, and railways of others; and to enter into contracts with any person or company as to interchange of traffic, running powers, or otherwise and in connection with any of the objects aforesaid to carry on the business of a railway company, a tramway company, railway contractors, shippers, shipbuilders, omnibus and tramway proprietors, engineers, manufacturers of machinery and railway wagons, omnibus, tram car, and coach builders; and to carry on the business of proprietors of docks, wharves, jetties, piers, warehouses, and boats, of tug-owners and wharfingers, of warehousemen and storers of goods, wares, and merchandise of every kind and description whatsoever, or any other trade or business whatsoever, which can, in the opinion of the Company, be advantageously carried on by the Company in connection with or as ancillary to the general business of the Company.
 - (c) To purchase or otherwise acquire and undertake or establish and carry on any other business manufacturing or otherwise, which can be conveniently carried on in connection with any of the Company's general business.
 - (d) To establish aerodromes, depôts, sheds, or stations for the storage or reception of aeroplanes, balloons, airships, and flying machines, and to use and conduct experiments in connection with, and to promote race meetings, speed and trial tests for and aeronautical and other exhibitions of aeroplanes, balloons, airships, flying machines (and motors), and to offer for competition and distribute prizes in connection therewith or for any other purpose likely to tend to the advancement of the science and practice of aviation, aerostation, and aeronautics, and to finance inventors and others for the purpose of enabling them to test or perfect their inventions.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, machinery, and other works and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (f) To establish, maintain, and conduct, or to assist in the establishment, maintenance, and conduct of any school, club, association, or society formed for the purpose of advancing the study and practice of aviation, aerostation, and aeronautics.
 - (g) To apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (h) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (i) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
 - (j) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or

securities; and to form, constitute, or promote finance or assist any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

- (k) Generally to purchase, take on lease, exchange, hire, or otherwise acquire any real or personal or immovable or movable property in the Island of Ceylon or elsewhere or any leases, rights, or other interests therein and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and to construct, maintain, and alter any buildings or works necessary or convenient for the purpose of the Company, and to cultivate or otherwise utilize any lands for the time being belonging to the Company.
- (l) To sell the undertaking of the Company or any part thereof, or any agency connected therewith, for such consideration as the Company may think fit, and in particular for shares, partly or fully paid, debentures, debenture stock, or securities of any other company, whether actually incorporated and existing, or proposed to be formed or promoted by the purchaser or otherwise.
- (m) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (n) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (o) To make and execute any deed, indenture, agreement, appointment, or other legal or notarial act or document which may be necessary, expedient, or desirable for effectuating or carrying out any matter or transaction within the powers of the Company, or which may be incidental thereto or connected therewith, and to draw, accept, endorse, discount, and execute and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants, and other negotiable, commercial, or transferable instruments or securities.
- (p) To pay all preliminary expenses of the Company and any other company formed or promoted by the 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 shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (q) To invest or deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (r) To lend money on any terms and in any manner as may seem expedient.
- (s) To give any guarantee or indemnity as may seem expedient.
- (t) To sell, improve, manage, develop, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (u) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (v) 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.
- (w) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (x) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, or by the publication of books and periodicals, and by granting prizes, rewards, and donations.
- (y) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit the employés or ex-employés of the Company, 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.
- (z) 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 and half million Rupees (Rs. 1,500,000), divided into Fifteen thousand (15,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the original or increased or reduced capital of the Company may be subdivided or consolidated or divided into classes as ordinary, preferred, or deferred shares, and any class or classes of such shares may have attached thereto any preferences, rights, privileges, or priorities in payment of dividends or distribution of assets or otherwise over any other shares, or be subject to any restrictions, limitations, or conditions. The regulations of the Company may be varied as far as necessary to give effect to the same, and upon the subdivision of a share the right to participate in profits may be apportioned in any manner as between the shares resulting from such subdivision.

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.
W. H. FIGG, by his attorney J. THOMSON BROOM, Colombo	One
J. THOMSON BROOM, Colombo	One
CLIFFORD H. FIGG, Colombo	One
A. S. COLLETT, by his attorney J. THOMSON BROOM, Colombo	One
J. SYDNEY COLLETT, Colombo	One
P. H. FRASER, Colombo	One
LESLIE W. F. DE SARAM, Colombo	One
Total number of shares taken	Seven

Witness to the above signatures:

Dated at Colombo, this 18th day of June, 1919.

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

ARTICLES OF ASSOCIATION OF THE AERIAL TRANSPORT COMPANY OF CEYLON, LIMITED.

It is agreed that the regulations contained in Table C in the schedule annexed to "The Joint Stock Companies Ordinance, 1861," shall be deemed to be the regulations of the Company, and shall bind the Company and the Shareholders therein to the same extent as if they had been inserted herein, with the exception of Articles Nos. 45 and 46 in the said Table C, which shall not apply to the Company, and in lieu of which the following Article shall be substituted and numbered 45:—

45. The first Directors of the Company shall be Major-General Sir W. S. Brancker, K.C.B., of London; George Holt Thomas, of 27, Buckingham Gate, Westminster, London; the Hon. Mr. William Henry Figg, of Colombo; Sir James Thomson Broom, Kt., of Colombo; and Reginald Huyshe-Eliot, of The Hall, Nuwara Eliya.

The remaining Articles in the said Table C shall be re-numbered accordingly.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 18th day of June, 1919.

W. H. FIGG, by his attorney J. THOMSON BROOM.
J. THOMSON BROOM.
CLIFFORD H. FIGG.
A. S. COLLETT, by his attorney J. THOMSON BROOM.
J. SYDNEY COLLETT.
P. H. FRASER.
LESLIE W. F. DE SARAM.

Witness to the above signatures:

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

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE AIRCRAFT MANUFACTURING COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE AIRCRAFT MANUFACTURING CO. OF CEYLON, LTD."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (a) To carry on the business of dealers in, manufacturers, letters, hirers, repairers, storers, and warehousemen of aeroplanes, balloons, airships, and flying machines of all kinds, whether heavier than air or otherwise, and whether propelled by mechanical power or not, and whether for commercial, military, naval, scientific, or other purposes, and all motors, machinery, gear, component parts, accessories, fittings, implements, utensils, appliances, apparatus, lubricants, solutions, and all things capable of being used therewith or in connection therewith, or in the manufacture, maintenance, and working thereof, respectively, or in the construction and maintenance of any sheds, works, inclines, or surfaces adapted for use in connection therewith, and also the business of mechanical and aeronautical engineers, electricians, electrical engineers, carriers, aeronauts, tyre manufacturers, wheelwrights, futers, founders, tube makers, galvanizers, japanners, annealers, enamellers, electroplaters, painters, and varnish manufacturers, and the business of generating, accumulating, manufacturing, distributing, dealing in and supplying electricity, steam, gas, petrol, and other energy for the purposes of motive or lighting power or otherwise, and manufacturing and dealing in all kinds of apparatus and things required or capable of being used in connection with such generation, accumulation, manufacture, distribution, and supply.
 - (b) To purchase or otherwise acquire and undertake or establish and carry on any other business manufacturing or otherwise, which can be conveniently carried on in connection with any of the Company's general business.
 - (c) To establish depôts, sheds, or stations for the storage or reception of aeroplanes, balloons, airships, and flying machines, and to use and conduct experiments in connection with, and to promote race meetings, speed and trial tests for and aeronautical and other exhibitions of aeroplanes, balloons, airships, flying machines (and motors), and to offer for competition and distribute prizes in connection therewith or for any other purpose likely to tend to the advancement of the science and practice of aviation, aerostation, and aeronautics, and to finance inventors and others for the purpose of enabling them to test or perfect their inventions.

- (d) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (e) To build, make, construct, equip, maintain, improve, alter, and work manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (f) To establish, maintain, and conduct, or to assist in the establishment, maintenance, and conduct of any school, club, association, or society formed for the purpose of advancing the study and practice of aviation, aerostation, and aeronautics.
- (g) To apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
- (h) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or or gratuities to any such or the widow or children of any such.
- (i) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (j) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote finance or assist any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (k) Generally to purchase, take on lease, exchange, hire, or otherwise acquire any real or personal or immovable or movable property in the Island of Ceylon or elsewhere or any leases, rights, or other interests therein and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and to construct, maintain, and alter any buildings or works necessary or convenient for the purpose of the Company, and to cultivate or otherwise utilize any lands for the time being belonging to the Company.
- (l) To sell the undertaking of the Company or any part thereof, or any agency connected therewith, for such consideration as the Company may think fit, and in particular for shares, partly or fully paid, debentures, debenture stock, or securities of any other company, whether actually incorporated and existing, or proposed to be formed or promoted by the purchaser or otherwise.
- (m) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (n) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (o) To make and execute any deed, indenture, agreement, appointment, or other legal or notarial act or document which may be necessary, expedient, or desirable for effectuating or carrying out any matter or transaction within the powers of the Company, or which may be incidental thereto or connected therewith, and to draw, accept, endorse, discount, and execute and issue cheques, bills of exchange, promissory notes, debentures, bills of lading, warrants, and other negotiable, commercial, or transferable instruments or securities.
- (p) To pay all preliminary expenses of the Company and any other company formed or promoted by the 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 shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (q) To invest or deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (r) To lend money on any terms and in any manner as may seem expedient.
- (s) To give any guarantee or indemnity as may seem expedient.
- (t) To sell, improve, manage, develop, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (u) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally

to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock, or obligations of the Company or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.

- (v) 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.
- (w) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (x) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, or by the publication of books and periodicals and by granting prizes, rewards, and donations.
- (y) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit the employes or ex-employes of the Company, 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.
- (z) 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 and half million Rupees (Rs. 1,500,000), divided into Fifteen thousand (15,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the original or increased or reduced capital of the Company may be subdivided or consolidated or divided into classes as ordinary, preferred, or deferred shares, and any class or classes of such shares may have attached thereto any preferences, rights, privileges, or priorities in payment of dividends or distribution of assets or otherwise over any other shares, or be subject to any restrictions, limitations, or conditions. The regulations of the Company may be varied as far as necessary to give effect to the same, and upon the subdivision of a share the right to participate in profits may be apportioned in any manner as between the shares resulting from such subdivision.

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.
W. H. FIGG, by his attorney J. THOMSON BROOM, Colombo	One
J. THOMSON BROOM, Colombo	One
CLIFFORD H. FIGG, Colombo	One
A. S. COLLETT, by his attorney J. THOMSON BROOM, Colombo	One
J. SYDNEY COLLETT, Colombo	One
P. H. FRASER, Colombo	One
LESLIE W. F. DE SARAM, Colombo	One
Total number of shares taken	Seven

Witness to the above signatures :

Dated at Colombo, this 18th day of June, 1919.

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

ARTICLES OF ASSOCIATION OF THE AIRCRAFT MANUFACTURING COMPANY OF CEYLON, LIMITED.

It is agreed that the regulations contained in Table C in the schedule annexed to "The Joint Stock Companies Ordinance, 1861," shall be deemed to be the regulations of the Company, and shall bind the Company and the Shareholders therein to the same extent as if they had been inserted herein, with the exception of Articles Nos. 45 and 46 in the said Table C, which shall not apply to the Company, and in lieu of which the following Article shall be substituted and numbered 45:—

45. The first Directors of the Company shall be Major-General Sir W. S. Brancker, K.C.B., of London; George Holt Thomas, of 27, Buckingham Gate, Westminster, London; the Hon. Mr. William Henry Figg, of Colombo; Sir James Thomson Broom, Kt., of Colombo; and Reginald Huyshe-Eliot, of The Hall, Nuwara Eliya.

The remaining Articles in the said Table C shall be re-numbered accordingly.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 18th day of June, 1919.

W. H. FIGG, by his attorney J. THOMSON BROOM.
J. THOMSON BROOM.
CLIFFORD H. FIGG.
A. S. COLLETT, by his attorney J. THOMSON BROOM.
J. SYDNEY COLLETT.
P. H. FRASER.
LESLIE W. F. DE SARAM.

Witness to the above signatures :

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

MEMORANDUM OF ASSOCIATION OF PEMBROKE ESTATE, LIMITED.

1. The name of the Company is "PEMBROKE ESTATE, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are :—
 - (a) To purchase from the proprietor thereof the Pembroke estate, situated in the District of Kalutara, Western Province.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company, at the cost of the Company and such other person or company or otherwise.
 - (h) To lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h), or for the manufacture and preparation for market of tea or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, coconuts, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, coconuts, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in the United Kingdom, Ceylon, or elsewhere stores, shops, and places for the sale of rubber, coconuts, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
 - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
 - (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
 - (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
 - (u) To amalgamate with any other company having objects altogether or in part similar to this Company.

- (v) To acquire by purchase in money shares, bonds or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertakings of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares, either fully or partly paid up, for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two hundred thousand Rupees (Rs. 200,000), divided into Twenty thousand (20,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be 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 to our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. JAS. HAWKES, Colombo	One
J. G. MOORE, Colombo	One
H. CREASY, Colombo	One
E. MASTERS, Colombo	One

Witness to the above four signatures, at Colombo, this 30th day of May, 1919 :

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

F. H. LAYARD, Colombo	One
C. W. GRANGE, Colombo	One
F. F. ROE, Colombo	One

Witness to the above three signatures, at Colombo, this 31st day of May, 1919 :

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

Total Shares taken .. Seven

ARTICLES OF ASSOCIATION OF PEMBROKE ESTATE, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

BUSINESS.

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

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

CAPITAL.

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

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

37. If any person who shall become entitled to be registered in respect of any share under clause 36 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall

accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchasers 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 property of the Company, and may be sold, re-allotted, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

78. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

Pembroke Estate, Limited.

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

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

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

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

DIRECTORS.

87. The number of Directors shall never be less than two 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 hundred fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

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

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

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

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

101. Every Director or officer of the Company, and his heirs, executors, and administrators, shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or 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.

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

DISQUALIFICATION OF DIRECTORS.

103. The office of the Director shall be vacated—

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

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

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

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

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

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

122. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting,

or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held,

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

153. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149 shall not be entitled to be given any notices.

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

F. JAS. HAWKES.
J. G. MOORE.
H. CREASY.
E. MASTERS.

Witness to the above four signatures, at Colombo, this 30th day of May, 1919:

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

F. H. LAYARD.
C. W. GRANGE.
F. F. ROE.

Witness to the above three signatures, at Colombo, this 31st day of May, 1919:

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

Part 1
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MEMORANDUM OF ASSOCIATION OF THE ORIENT COMPANY (CEYLON), LIMITED.

The name of the Company is "THE ORIENT COMPANY (CEYLON), LIMITED."

The registered office will be situate in Colombo.

The objects for which the Company is established are—

- To carry on the business of oil, soap, margerine, desiccated coconut, fibre, yarn, and manure manufacturers, and to prepare, refine, buy, sell, and deal in oil, both vegetable and mineral, desiccated coconut, fibre, yarn, and all coconut products and manufactures, and also manures and chemical substances of every description, and the products obtained in the manufacture of oil, and to buy, sell, cultivate, and deal in oleaginous seeds and plants of every description.
- (2) To carry on the trade or business of miners, refiners, smelters, and manufacturers of petroleum and coconut oil and of all liquid and solid hydro-carbons, and of all products thereof respectively, and also the trade or business of coal miners in all their respective branches.
- (3) To search for, get, work, raise, make merchantable, sell, and deal in petroleum and coconut oil and all liquid and solid hydro-carbons, coal, and other produce of any lands for the time being belonging to or in occupation by the Company, and also to utilize for manufacturing, refining, or other purposes, or to sell or deal in all products of the said oils and other hydro-carbons and coal.
- (4) To carry on the business of general merchants and dealers of and in foreign and colonial produce, and of commission and general agents and brokers.
- (5) To carry on all or any of the business of importers, exporters, refrigerators, shipowners, shipbuilders, charterers of ships and other vessels, warehousemen, ship and insurance brokers, carriers, forwarding agents, wharfingers, dockowners, manufacturers of extract of meat, and preservers and packers of provisions of all kinds.
- (6) To carry on business as farmers, graziers, cultivators, storekeepers, cattle-breeders, stockmen, dealers in hides, skins, fats, and other animal products, mechanical engineers, builders and contractors, timber growers, timber merchants, lumbermen, and sawmill proprietors.
- (7) To make, build, construct, provide, maintain, improve, carry on, use, and work in any parts of the world, roads, ways, railways, tramways, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses 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.
- (8) To purchase, charter, hire, build, or otherwise acquire steam or other ship, ships or vessels, steam launches, flats, barges, cargo boats, with all equipments and furniture, and to employ the same in the conveyance of passengers, mails, livestock, grain, and other produce and treasure, and also of goods and merchandise of every description and species, on the rivers or canals of the Island of Ceylon, and also to run vessels to sea to any port or ports whatsoever, whether inland, seaboard, or foreign, and to take vessels, flats, barges, and other craft in tow of its vessels as the Company may from time to time determine, and to acquire postal subsidies, and enter into mail or other contracts.
- (9) To manufacture, import, export, buy, sell, exchange, alter, improve, manipulate, prepare for market, and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, substances, materials, and things necessary or convenient for carrying on any of the above-mentioned business or proceedings, or usually dealt in by persons engaged in the like business.
- (10) To carry on the business of under-writers or insurers of ships, goods, merchandise, or other property.
- (11) To apply for or acquire by purchase or lease or otherwise for the business of the Company in any parts of the world, sell, work, develop, and deal in any lands, estates, plantations, or any rights, or interests therein, factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things, British, Indian, Colonial, or foreign licenses, concessions, and the like, conferring any exclusive or non-exclusive or united 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.
- (12) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (13) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in the Island of Ceylon or elsewhere, and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body, or authority supreme, Municipal, local, or otherwise, and whether in Ceylon or elsewhere.
- (14) To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations, or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
- (15) To issue debentures, debenture stock, bonds, obligations, and securities of all kinds, and to frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable and either redeemable or otherwise, and to charge and secure the same by trust, deed, or otherwise on the undertaking of the Company, or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
- (16) To facilitate and encourage the creation, issue, or conversion of shares, stocks, debentures, debenture stock, bonds, obligations, and securities, and to act as trustees in connection therewith, and to take part in the conversion of business concerns and undertakings into companies, and the amalgamation, reconstruction, and promotion of companies.
- (17) To take part in the management, supervision, or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents, and to act as the managing agents or managers of any company or undertaking.
- (18) To carry on the business of borrowing, raising, or taking up money, the lending or advancing money on securities and property, the discounting, buying, selling, and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip and other instruments, and securities, whether transferable or negotiable or not, the granting and issuing of letters of credit and circular notes, the buying, selling, and dealing in bullion and specie, the acquiring, holding, issuing on commission, underwriting and dealing with stocks, funds, shares, debentures, debenture stocks, bonds, obligations, and other securities.

- (19) To carry on any other business, which may seem to the Company capable of being conveniently carried on in connection with any of the above or calculated, directly or indirectly, to enhance the value of, or render profitable, and of the Company's property or rights.
- (20) To lend money either with or without security, and generally to such persons and upon such terms and conditions as the Company may think fit.
- (21) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings, and generally of any assets, property, or rights.
- (22) To constitute any trusts with a view to the issue of preferred, deferred, or other stocks and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust, and to settle and regulate and, if thought fit, to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
- (23) 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.
- (24) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities.
- (25) Generally to carry on business as financiers, and to undertake and carry out all such operations and transactions (except the issuing of policies of assurance on human life), as an individual capitalist may lawfully undertake and carry out.
- (26) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (27) To establish and support, or aid in the establishment and support, of associations, institutions, funds, trusts, and conveniences calculated to benefit employes or ex-employes of the Company or 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.
- (28) To acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business, which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
- (29) To enter into any arrangement with any Government, or authority supreme, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority all rights, concessions, and privileges which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (30) To enter into partnership or into any arrangement for sharing profits or losses, or into any union of interests, joint adventure, reciprocal concession or corporation with any person or persons or company or companies carrying on or engaged in or about to carry on or engage in, or being authorized to carry on or engage in any business or transaction which this Company is authorized to carry on or engaged in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (31) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any immovable or movable property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (32) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (33) To promote any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (34) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
To purchase or acquire any shares or debentures in any registered limited liability company or syndicate.
- (35) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem, and pay off any such securities.
- (36) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (37) To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- (38) To draw, make, accept, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments or securities.
- (39) To remunerate any persons or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital; or any debentures, debenture stock, or other securities of the Company or in or about the formation or promotion of the Company or the acquisition of property by the Company or the conduct of its business.
- (40) To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

And it is hereby declared that the word "Company," save when used in reference to this Company, in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and the intention is that the objects specified in any paragraph of this clause shall, except when otherwise expressed in such paragraph, and except as provided in the next succeeding declaration, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph.

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

4. The liability of the members is limited.

5. The capital of the Company is Rs. 500,000, divided into 50,000 ordinary shares of Rs. 10 each.

Upon any increase of capital new shares may be issued with any preferential, deferred, qualified, or special rights, privileges, or conditions. Provided always that the rights attached to any share having preferential, deferred, qualified, or special rights, privileges, or conditions attached thereto may be altered or dealt with in accordance with Clause 57 of the Articles of Association of the Company, but not otherwise.

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

Name and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. B. HAUGH, Colombo	One
M. J. HARDING, Colombo	One
CHAS. F. TREEBY, Colombo	One
H. CREASY, Colombo	One
Witness to the four above signatures, at Colombo, this 2nd day of June, 1919 :	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
E. D. HAWTHORN, Colombo	One
G. R. WHITBY, Colombo	One
W. R. H. YOUNG, Colombo	One
Total Shares taken	Seven

Witness to the above three signatures, at Colombo, this 5th day of June, 1919 :

H. CREASY,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE ORIENT COMPANY (CEYLON), LIMITED.

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

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

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

“Extraordinary resolution” means a resolution passed by a majority of not less than three-fourths of such members entitled to vote as are present in person or by proxy at a General Meeting of which notice specifying the intention to propose the resolution as an extraordinary resolution has been duly given.

“The Directors” means the Directors for the time being.

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

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

“Dividend” includes bonus.

“Month” means calendar month.

“Proxy” includes attorney duly constituted under a power of attorney.

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

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

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

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

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

4. Subject to the provisions of clauses 5, 49, and 50 of these Articles the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as the Directors think fit (subject, nevertheless, to the stipulations contained in the said agreement with reference to the shares to be allotted in pursuance thereof), and with full power to give to any person the call of any shares either at par or at a premium, and for such time, and for such consideration as the Directors think fit. Allotment of shares.

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

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

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

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

6. The Company may at any time pay a commission to any person for 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, and the commission shall not exceed 10 per cent. on the shares in each case subscribed or to be subscribed. Commissions for placing shares.

Brokerage.

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

Shares may be issued subject to different conditions as to call, etc.
Instalments on shares to be duly paid.

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

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

Liability of joint-holders of shares.

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

Trusts not recognized.

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

CERTIFICATES.**Certificates.**

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

Members' right to certificates.

13. Every member shall be entitled to one certificate for all the shares registered in his name, or to several certificates each for one or more of such shares. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued, and the amount paid up thereon.

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

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

Fee.

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

Directors may issue new certificates.

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

To which of joint-holders certificate to be issued.

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

CALLS.

Calls.

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

When call deemed to have been made.

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

Restriction on power to make calls.

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

Notice of call.

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

When interest on call or instalment payable.

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

Evidence in action for call.

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

Payment of calls in advance.

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

FORFEITURE AND LIEN.

If call or instalment not paid notice may be given.

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

Form of notice.

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

27. If the requisitions of any such notice as aforesaid are not complied with, any shares, in respect of which such notice has been given, may, at any time thereafter before payment of all calls or instalments, interest, and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

If notice not complied with shares may be forfeited.

28. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register.

Notice after forfeiture.

29. Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, and otherwise dispose of the same in such manner as they think fit.

Forfeited share to become property of Company.

30. The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Power to annul forfeiture.

31. Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses, owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment, at nine per cent. per annum, and the Directors may enforce the payment thereof.

Arrears to be paid notwithstanding forfeiture.

32. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share, and all other rights incident to the share, except only such of those rights as by these Articles are expressly saved.

Effect of forfeiture.

33. A duly verified declaration in writing that the declarant is a Director of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration, and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale, or disposition.

Evidence of forfeiture.

34. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for his debts, liabilities, and engagements, solely or jointly with any other person to, or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created, except upon the footing and condition that clause 11 hereof is to have full effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

Company's lien on shares.

35. For the purpose of enforcing such lien, the Directors may sell the share subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice.

As to enforcing lien by sale.

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

Application of proceeds of sale.

37. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Validity of sales under clauses 29 and 35.

TRANSFER AND TRANSMISSION.

38. The instrument of transfer of any share shall be signed both by the transferor and transferee and shall contain the name and address, both of the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness who shall add his address and occupation.

Execution of transfer, &c.

39. The instrument of transfer of any share shall be in writing in the usual common form, or in the following form, or as near thereto as circumstances will admit:—

Form of transfer.

I, A.B., of _____, in consideration of the sum of Rs. _____ paid to me by C.D., of _____, hereinafter called the said transferee, do hereby transfer to the said transferee share (or shares) numbered _____ in the undertaking called "THE ORIENT COMPANY (CEYLON), LIMITED," to hold unto the said transferee, his executors, administrators, and assigns, subject to the several conditions on which I held the same immediately before the execution hereof, and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid. As witness our hands the _____ day of _____.

Witness to the signature of, &c. _____.

40. The Directors without assigning any reason for such refusal, may decline to register any transfer of shares.

Directors may decline to register transfer.

41. No transfer shall be made to an infant or person of unsound mind, or to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of chapter VI. of the Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for or on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control."

No transfer to infant, &c.

42. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares and upon payment of the proper fee

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

the transferee shall (subject to the Directors' right to decline to register hereinbefore mentioned) be registered as a member in respect of such shares. The Directors may waive the production of any certificate upon evidence satisfactory to them of its loss or destruction.

When transfers to be retained.

43. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.

Fee on transfer.

44. A fee not exceeding Two Rupees and Fifty Cents may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

When transfer books and register may be closed. Transmission of registered shares as to survivorship.

45. The transfer books and register of members may be closed during such time as the Directors think fit, not exceeding in the whole twenty-one days in each year.

46. The executors or administrators of a deceased member (not being one of several joint-holders) shall be the only person recognized by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint-holders of any registered shares, the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person. Before recognizing any executor or administrator the Directors may require him to obtain a grant of probate or letters of administration, as the case may be, from some competent court in the Island of Ceylon, having effect in Colombo.

As to transfer of shares of deceased or bankrupt members. (Transmission Clause.)

47. Any person becoming entitled to or to transfer shares in consequence of the death or bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares or may, subject to the regulations as to transfer hereinbefore contained, transfer such shares. This clause is hereinafter referred to as "the transmission clause."

INCREASE AND REDUCTION OF CAPITAL.

Power to increase capital.

48. The Company in General Meeting may, from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

On what conditions new shares may be issued. As to preferences, &c.

49. The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto as the resolution creating the same shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.

When to be offered to existing members.

50. The Company in General Meeting may, before the issue of any new shares, determine that the same, or any of them, shall be offered in the first instance and either at par or at a premium to all the then members or any class thereof in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the original ordinary capital.

How far new shares to rank with shares in original capital.

51. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original ordinary capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, and otherwise.

Inequality in number of new shares.

52. If owing to any inequality in the number of new shares to be issued, and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of such new shares or any of them amongst the members, such difficulty shall, in the absence of any direction in the resolution creating the shares or by the Company in General Meeting, be determined by the Directors.

Reduction of capital, &c.

53. The Company may (subject to the provisions of the Ordinance) from time to time by special resolution reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient and capital may be paid off upon the footing that it may be called up again or otherwise; and paid-up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount.

SUBDIVISION AND CONSOLIDATION OF SHARES.

Subdivision into preferred and ordinary.

54. The Company may, by special resolution, subdivide or consolidate its shares or any of them.

55. The special resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting, or otherwise over or as compared with the others or other (subject, nevertheless, to the provisions of the Ordinance).

SURRENDER OF SHARES.

Surrender of shares.

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

MODIFICATION OF RIGHTS.

Power to modify rights.

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

BORROWING POWERS.

58. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so raised, borrowed, or secured shall not; without the sanction of a General Meeting, exceed the paid-up share capital of the Company, in addition to the ordinary current obligations of the Company. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed. Power to borrow.
59. The Directors may raise or secure the payment or repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company, both present and future, including its uncalled capital for the time being. Conditions on which money may be borrowed.
60. Debentures, debenture stock, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Securities may be assignable free from equities. Issue at discount, &c., or with special privileges.
61. Any debentures, debenture stocks, bonds, or other securities may be issued at a discount, premium, or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors, and otherwise.
62. Every register of holders of debentures of the Company may be closed for any periods not exceeding in the whole thirty days in any year. Subject as aforesaid every such register shall be open to the inspection of the registered holder of any such debentures and of any member; but the Company may in General Meeting impose any reasonable restriction so that at least two hours in each day, when such register is open, are appointed for inspection. Register of holders of debentures.
63. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may, by instrument under the Company's seal, authorize the person in whose favour such mortgage or security is executed, or any other person in trust for him to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls shall, *mutatis mutandis*, apply to calls made under such authority, and such authority may be made exercisable either conditionally or unconditionally, and either presently or contingently, and either to the exclusion of the Directors' power or otherwise and shall be assignable if expressed so to be. Mortgage of uncalled capital.

GENERAL MEETING.

64. The first General Meeting of the Company shall be held at such time (subject to the provisions of the Ordinance) and at such place as the Directors may determine. Subsequent General Meetings shall be held once in every year at such time and place as the Directors may determine. When General Meetings to be held.
65. The General Meetings referred to in the last preceding clause shall be called Ordinary Meetings; all other meetings of the Company shall be called Extraordinary Meetings. Distinction between Ordinary and Extraordinary Meetings. General Meetings may be held outside Ceylon. When Extraordinary Meeting to be called.
66. Any General Meeting may be held elsewhere than in Ceylon. Requisition.
67. The Directors may, whenever they think fit, and they shall, on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting of the Company, and in the case of such requisition the following provisions shall have effect:—
- (1) The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the office, and may consist of several documents in like form, each signed by one or more requisitionists.
 - (2) If the Directors of the Company do not proceed to convene a meeting within twenty-one days from the date of the requisition being so deposited, the requisitionists or a majority of them in value may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of the deposit.
 - (3) If at any such meeting a resolution requiring confirmation at another meeting is passed the Directors shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and if thought fit, of confirming it as a special resolution, and, if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.
 - (4) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.
68. Seven clear days' notice to the members specifying the place, day, and hour of meeting, and in case of special business the general nature of such business, shall be given either by advertisement or by notice sent by post or otherwise served as hereinafter provided, and with the consent in writing of all the members a meeting may be convened by a shorter notice and in any manner they think fit. Notice of meeting.
69. Where it is proposed to pass a special resolution, the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting. Two meetings convened by one notice.
70. The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting. As to omission to give notice.

PROCEEDINGS AT GENERAL MEETINGS.

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

Quorum.

72. Two members holding ordinary shares present in person or by proxy shall be a quorum for a General Meeting for the choice of a Chairman, the declaration of a dividend, and the adjournment of the meeting. For all other purposes the quorum for a General Meeting shall be members holding ordinary shares present in person or by proxy not being less than three in number.

Quorum to be present when business convened. Chairman of General Meeting.

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

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

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

75. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition as aforesaid shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at such adjourned meeting a quorum is not present, those members who are present shall be a quorum, and may transact the business for which the meeting was called.

How questions to be decided at meetings. Casting vote. What is to be evidence of the passing of a resolution where poll not demanded.

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

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

Poll.

78. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn.

Power to adjourn General Meeting.

79. The Chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

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

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

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

VOTES OF MEMBERS.**Votes of members.**

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

Votes in respect of shares of deceased and insolvent members.

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

Joint-holders.

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

Proxies permitted.

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

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

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

Instrument appointing a proxy to be deposited at the office.

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

When vote by proxy valid though authority revoked.

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

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

Form of instrument appointing a special proxy.

The Orient Company (Ceylon), Limited.

I, _____, of _____, being a member of The Orient Company (Ceylon), Limited, hereby appoint _____, of _____ (or failing him _____ of _____, or failing him _____ of _____), as my proxy to vote for me, and on my behalf at the (Ordinary or Extraordinary, as the case may be) General Meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.

As witness my hand this _____ day of _____.

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

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

Restrictions on voting.

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

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

DIRECTORS.

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

Number of Directors.

93. The persons hereinafter named shall be first Directors, that is to say, G. A. Moncreiff, R. S. Wright, and W. R. H. Young.

First Directors.

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

Power of Directors to add to their number.

95. The qualification of a Director shall be the holding of shares in the Company of the nominal value of Rupees Fifty.

Qualification of Directors.

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

First Directors qualifications.

97. As a remuneration for their services the Directors shall be paid a sum of Rupees Ten (Rs. 10) per mensem each, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

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

Directors may act notwithstanding vacancy.

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

When office of Director is vacated.

- (a) If he accepts or holds any other office or place of profit under the Company (except that of Manager), but the position of trustee of a deed for securing debentures or debenture stock of the Company or of solicitor or banker for the Company is not to be considered an office or place of profit.
- (b) If he becomes bankrupt or insolvent or suspends payment, or compound with his creditors.
- (c) If he is found lunatic or becomes of unsound mind.
- (d) If he ceases to hold the required amount of shares to qualify him for office, but this *proviso* shall not be deemed to affect the provisions of Clause 96 of these Articles.
- (e) If he is absent from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors and he is removed from office by a resolution of the Board.
- (f) If he commits any offence punishable under the Ceylon or Indian Penal Code and being under the provisions of the Criminal Procedure Code non-bailable.
- (g) If by notice in writing to the Company he resigns his office.
- (h) If he is requested in writing by all his co-Directors to resign or is removed from office by an extraordinary resolution of the Company.

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

Directors may contract with Company.

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

108. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

109. No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other member intending to propose him has not less than fourteen days or more than two months before the meeting left at the office a notice in writing duly signed signifying his candidature for the office or the intention of such member to propose him.

MANAGING DIRECTORS.

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

When Director of this Company appointed Director of a subsidiary company.

Rotation and retirement of Directors.

Which Directors to retire.

Meeting to fill up vacancies.

Retiring Directors to remain in office till successors appointed.

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

Power to remove Director by extraordinary resolution.

Directors may fill up casual vacancies.

When candidate or office of Director must give notice.

Power to appoint Managing Director.

What provisions he will be subject to.

Remuneration of Managing Director.

Powers and duties of Managing Director.

Meetings of Directors and quorum.

Directors may summon meeting. How questions to be decided. Chairman.

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

Powers of quorum.

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

Power to appoint Committees and to delegate.

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

Proceedings of Committee.

120. The Directors or any Committee may meet at such place as they may determine, whether within or without the Island of Ceylon.

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

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

MINUTES.

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

Minutes to be made.

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

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

POWERS OF DIRECTORS.

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

General power of Company vested in Directors.

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

Specific powers given to Directors.

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

To pay for property in debentures, &c.

To secure contracts by mortgage.

To appoint officers, &c.

To appoint trustees.

To bring and defend actions, &c.

To refer to arbitration.

To give receipts.

To act in relation to insolvents.

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

LOCAL MANAGEMENT.

125. The following provisions shall have effect :—

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

MANAGERS.

126. The business of the Company shall be carried on by a Manager or Managers as the Directors may from time to time determine. Such Manager or Managers shall be subject to the direction and control of the Directors, and his or their remuneration, powers, and duties shall be such as the Directors may from time to time determine.

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

THE SEAL.

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

Custody of Seal.

DIVIDENDS.

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

How profits shall be divisible.

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

Declaration of dividends.

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

Restriction on amount of dividend.

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

Dividend out of profits only and not to carry interest.

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

What to be deemed nett profits.

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

Interim dividends.

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

Debts may be deducted.

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

Dividend and call together.

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

Dividend in specie.

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

Effect of transfer.

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

Retention in certain cases.

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

Dividend to joint-holders.

141. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or in the case of joint-holders to the registered address of that one whose name stands first on the register in respect of the joint holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

Payment by post.

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

Unclaimed dividends.

BOOKS AND DOCUMENTS.

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

Books of accounts to be kept.

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

Where to be kept.

Inspection by members.

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

ACCOUNTS AND BALANCE SHEETS.

Annual account and balance sheet.

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

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

Annual report of Directors.

147. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the members, and the amount (if any) which they propose to carry to the reserve fund according to the provisions in that behalf hereinbefore contained, and the account, report, and balance sheet shall be signed by at least three Directors.

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

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

AUDIT.

Accounts to be audited annually.

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

Audit provisions.

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

- (1) A Director or officer of the Company shall not be capable of being appointed Auditor of the Company.
- (2) A person other than a retiring Auditor shall not be capable of being appointed Auditor at an Ordinary Meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a Shareholder to the Company not less than fourteen days before the meeting, and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the Shareholders, either by advertisement or in any other mode allowed by the Articles, not less than seven days before the meeting. Provided that if after notice of the intention to nominate an Auditor has been so given an Ordinary Meeting is called for a date fourteen days or less after the notice has been given, the notice though not given within the time required by this provision shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the Ordinary Meeting.
- (3) The first Auditors of the Company may be appointed by the Directors before the first Ordinary Meeting, and if so appointed shall hold office until such meeting, unless previously removed by a resolution of the Shareholders in General Meeting, in which case the Shareholders at that meeting may appoint Auditors.
- (4) The Directors may fill any casual vacancy in the office of Auditor, but while any such vacancy continues, the surviving or continuing Auditor or Auditors (if any) may act.

Remuneration of Auditors.

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

Rights and duties of Auditors.

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

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

- (a) Whether or not they have obtained all the information and explanations they have required; and
- (b) Whether in their opinion the balance sheet referred to in the report is properly drawn up, so as to exhibit a true and correct view of the state of the Company's affairs according to the best of their information, and the explanations given to them and as shown by the books of the Company.

When accounts to be deemed finally settled.

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

NOTICES.

154. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such member at his registered place of address. How notice to be served on members.
155. Each holder of registered shares shall from time to time notify in writing to the Company some place in the Island of Ceylon to be registered as his address, and such registered place of address shall for all purposes be deemed his place of residence. Members resident abroad.
156. As regards any member who has not notified in writing to the Company some place in the Island of Ceylon to be registered as his address, a notice posted up in the registered office shall be deemed to be well served on him at the expiration of twenty-four hours from the time when it is so posted up. Notices where no address.
157. Any notice required to be given by the Company to the members, or any of them, and not expressly provided for by these presents shall be sufficiently given if given by advertisement. When notice may be given by advertisement.
158. Any notice required to be or which may be given by advertisement shall be advertised once in the *Ceylon Government Gazette*. How to be advertised.
159. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares. Notice to joint-holders.
160. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted, and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office and a certificate in writing signed by any Director or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear. When notice by post deemed to be served.
161. Every person who by operation of law, transfer, or other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share. Transferees, &c., bound by prior notices.
162. Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint-holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators, and all persons, if any, jointly interested with him or her in any such share. Notice valid though member deceased.
163. The signature to any notice to be given by the Company may be written or printed. How notice to be signed.
164. In the event of a winding up of the Company every member of the Company who is not for the time being in the Island of Ceylon shall be bound within eight weeks after the passing of an effective resolution to wind up the Company voluntarily or the making of an order for the winding up of the Company to serve notice in writing on the Company appointing some householder residing in Colombo upon whom all summonses, notices, process, orders, and judgments in relation to or under the winding up of the Company may be served, and in default of such nomination the liquidator of the Company shall be at liberty, on behalf of such member, to appoint some such person, and service, upon any such appointee, whether appointed by the member or the liquidator, shall be deemed to be good personal service on such member for all purposes and where the liquidator makes any such appointment he shall, with all convenient speed, give notice thereof to such member by advertisement in some daily newspaper published in Colombo or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register of members of the Company, and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted. The provisions of this clause shall not prejudice the right of the liquidator of the Company to serve any notice or other document in any other manner prescribed by the regulations of the Company. Service of process in winding up.

SECRECY CLAUSES.

165. Every Director, manager, auditor, trustee, member of a committee, officer, servant, agent, accountant, or other person employed in the business of the Company shall, if so required by the Directors or Managing Agents before entering upon his duties, sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with the customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors, or by any meeting, or by a court of law, or by the person to whom such matters relate, and except so far as may be necessary in order to comply with any of the provisions in these presents contained. Secrecy clause.
166. No member shall be entitled to enter upon the property of the Company or to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it will be inexpedient, in the interest of the members of the Company, to communicate to the public. Member no entitled to information.

WINDING UP.

Distribution of assets.

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

Distribution of assets in specie.

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

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

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

INDEMNITY.

Indemnity.

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

Individual responsibility of Directors.

170. No Director, Manager, or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office, or in relation thereto, unless the same happen through his own dishonesty.

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

W. B. HAUGH.

M. J. HARDING.

CHAS. F. TREEBY.

H. CREASY.

Witness to the four above signatures, at Colombo, this 2nd day of June, 1919:

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

E. D. HAWTHORN.

G. R. WHITBY.

W. R. H. YOUNG.

Witness to the three above signatures, at Colombo, this 5th day of June, 1919:

H. CREASY,
Proctor, Supreme Court, Colombo.

[Third Publication.]

The Cullen Estates, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the office of the Colombo Commercial Co., Ltd., Slave Island, Colombo, on Monday, July 21, 1919, at 11 o'clock A.M., for the purpose of considering and, if thought fit, of passing the following resolution, viz. :—

That the Articles of Association of the Company be amended as follows :—

- (a) By deleting the whole of the second paragraph of Article 87 commencing with the words "Each of the following" and ending with the words "these presents."
- (b) By deleting the words "other than 'ex-officio' Director" in the first line of the third paragraph of Article 87.
- (c) By deleting the words "The provisions of this and the last two preceding clauses shall not, however, apply to 'ex-officio' Directors" in lines two and three of Article 92.
- (d) By deleting the words "other than an 'ex-officio' Director" in lines one and two of Article 99.

Should the above resolution be passed by the requisite majority, it will be submitted for confirmation, as a special resolution, to a second Extraordinary Meeting which will be subsequently convened.

By order of the Board,
COLOMBO COMMERCIAL CO., LTD.,
Agents and Secretaries.

Jaffna Steam Navigation Company, Limited.

A Special General Meeting of the Shareholders of the Jaffna Steam Navigation Company, Limited, held on July 4, 1919, at 4.30 P.M., the following resolution was unanimously passed:

"The meeting after duly considering the statement of accounts furnished by the liquidator, unanimously is of opinion that the affairs of the Company have been fairly wound up."

Jaffna, July 5, 1919. WM. BRYANT, Liquidator.

Notice for Claims.

All persons having claims against the estate of the late Mrs. Marion Atherton, formerly of Batticaloa, and late of Queensland estate (Maskeliya), are requested to send particulars of their claims to the undersigned on or before September 30, 1919.

Proctors' claims for professional services to be supported by taxed bills.

July 8, 1919. JULIUS & CREASY, Proctors for Administrator.

Notice of Sale.

UNDER decree entered in action No. 51,844 of the District Court of Colombo, in favour of Mrs. Amy Daniel, against the defendant T. H. A. de Soysa of Regina Walsuwa, Thurston Road, Colombo, and by virtue of the order or commission issued to me by the said court for the recovery of the amount therein stated, I shall put up for sale by public auction at my rooms No. 4, Baillie street, Fort, Colombo, on August 9, 1919, at 1 P.M., the under-mentioned property primarily mortgaged to the Plaintiff by bond No. 5,365 dated January 28, 1915, attested by Arthur William Alvis of Colombo, Notary Public, to wit :—

All that and those the estate, plantation, and premises called and known as Mount Colville, formerly known as Galloneyage *alias* Maligatennewatta, situated at Kendan-gama or Kadugannawa in Kandupalata of Yatinuwara, in the District of Kandy, of the aggregate extent 21 acres 2 roods and 37 perches, together with all the buildings, stores, machinery, fixtures, tools, implements, cattle, live and dead stock, at or belonging to the said estate.

For further particulars apply to the undersigned or to Mr. Arthur Alvis, Colombo.

A. Y. DANIEL,
of A. Y. DANIEL & SON

4, Baillie street, Fort.

Auction Sale.

In the District Court of Colombo.

UNDER decree entered against Don Amis Amarasekara and Johannes Edwin, Amarasekara, both of Hanwella, in case No. 49,351 of the District Court of Colombo, I shall sell the following property, specially bound and executable, for the recovery of the amount therein stated on Monday, August 4, 1919, at 4 P.M., at the Hanwella Resthouse junction :—An undivided 39/84 part or share of the land called Maragahalanda *alias* Godiyana-wattakebella, situated at Attygala in the Meda pattu of Hewagam korale; and containing in extent land sufficient to sow about 30 bushels of paddy.

1, Hulftsdorp. C. P. AMERASINHE, Auctioneer and Broker.

Auction Sale.

UNDER authority from the District Court of Colombo made in insolvency case No. 2,700, I shall, on Saturday, July 26, 1919, at 5 P.M., at the spot, sell by public auction the life interest in half of property bearing assessment No. 1, Old Moor street, of the insolvent Hajjie Mohamed.

This property is suitable for and is used as a store, situated near the Pettah Police Station; it is in easy touch with the other business centres.

Further particulars can be had from Messrs. Joseph & Rustomjee, Proctors for the assignee, or from—

37, Hulftsdorp street, S. H. S. JOSEPH, Auctioneer, Colombo, July 9, 1919.

Notice of Postponement of Sale of Agalagedera Estate in Negombo District regarding D. C., Colombo, 49,080.

THE 19th instant, for which day the sale of above estate has been fixed, having been appointed as Peace Celebration Day, the sale is postponed for 2.30 P.M. on Saturday, August 2, 1919.

93, Dam street, C. E. KARUNARATNE, Auctioneer, July 9, 1919.

Sale by Auction under Mortgage Decree.

Splendid Coconut Estate in the Negombo District. Extent 134 Acres 3 Roods 22 Perches.

UNDER decree, D. C., Colombo, 49,080, and by virtue of the order issued to me for the recovery of the amount therein stated, less the sum of Rs. 10,500 paid by defendant to plaintiff, I shall sell by public auction, at 93, Dam street, Colombo, at 2.30 P.M., on Saturday, August 2, 1919 :—

All that estate, plantation, and premises known as Agalagedera estate, situated in the villages Agalagedera and Waradala, in Dunagaha pattu of Alutkuru korale, Negombo District, consisting of the following four lots of land :— (1) All that land called Katuwakele, in extent 70 acres and 10 perches; (2) all that land called Katuwakele *alias* watta, in extent 51 acres 2 roods 30 perches; (3) all those contiguous portions of land called Panawellagahawatta *alias* Medagederawatta, and Panawellagahawatta, in extent 12 acres 3 roods 8 perches; (4) all that land called Gini-davana-agare, in extent 1 rood and 14 perches. The estate lies in the rich Maha-oya section of the Negombo District, and is 3 miles from Diulpitiya junction. Its situation is between the 30th and 31st milestones on the Colombo-Jaela-Kotadeniyawa road.

Further particulars from C. T. Kandaiya, Esq., Proctor and Notary, Colombo, or—

93, Dam street, C. E. KARUNARATNE, Auctioneer, July 9, 1919.

Sale under Mortgage Decree.

In the District Court of Colombo.

G. Gangasor of Galpotta street, Colombo Plaintiff.
No. 52,550. Vs.

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

UNDER and by virtue of the commission issued to me in the above case by the District Judge of Colombo, I am instructed to sell by public auction the under-mentioned

property, for the recovery of the principal, interest, and costs decreed in the above case. The land will be sold in the spot, commencing at 2 P.M., on Thursday, August 7, 1919, viz. :—

All that allotment of land called "Pipperuppo," situated at Manipay, in Jaffna, containing in extent 69 lachams of varagu culture and 9 kulies; bounded on the east by American Mission grave yard and the property of others, on the north by Saravanamuttu Murugasa Modliar, on the west by Thanmavarather Valupillai, and on the south by sandy road.

For further particulars apply to T. Kumaraswamy, Esq., Proctor and Notary, Colombo, or to—

G. A. TISSEVERASINGHE,
Commissioner.

July 8, 1919.

Auction Sale.

UNDER decree in case No. 12,886, D. C., Negombo, entered in favour of the plaintiff Don John Perera Ratasinghe of Tudella vs. Lankahage Moses Fernando of Kannana and surety T. Lucas Fernando of Borella, defendants, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property mortgaged by bond No. 5,821, dated March 30, 1916, attested by D. P. Samarasinghe, Notary Public, by public auction, at the spot, on Saturday, August 2, 1919, at 10 A.M. :—

The land called Kongahawatta *alias* Kahatagahawatta, situate at Kannana, in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province, and containing in extent about 1 acre, and all the right, title, interest, and claim whatsoever of the defendant thereto.

Further particulars from M. J. P. Abeyaratne, Esq., Proctor, Supreme Court, and Notary Public, or—

H. R. DIRCKZE,
Auctioneer.

Negombo, July 8, 1919.

Sale by Auction under Partition Decree.

UNDER commission directed to me by the District Court of Negombo in partition case No. 13,011, I shall sell by public auction, at the spot, at 10 A.M., on Saturday, August 23, 1919 :—

The lot marked B of the land called Bakmeegahawatta, situate at Katunayake, in Dasiya pattu of Alutkuru korale, in the District of Negombo, and bordering the high road from Colombo to Negombo, containing in extent 31.5 perches.

The premises will be first put up for sale among the co-owners at its appraised value, and if not purchased by any co-owner will immediately thereafter be put up to public auction to the highest bidder.

Further particulars from—

H. R. DIRCKZE,
Auctioneer.

Negombo, July 7, 1919.

Auction Sale of Valuable Properties at Raddoluwa, Wettewa, Kussala, and Mutuwadiya, in the District of Colombo.

UNDER decree in case No. 12,159, D. C., Negombo, entered in favour of the plaintiff Sawanna Thana Dona Lachmanan Chetty, by his attorney Rawanna Mana Muttal Palle of Negombo, against the defendant Kachchakaduge Charles Fernando of Raddoluwa, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by bond No. 25,293, dated September 2, 1914, and attested by N. J. C. Wijesekera, Notary, by public auction, at the respective spots, on Wednesday, August 13, 1919, to wit :—

At 1.15 P.M.

1. The land called Gorakagahawatta, situate at Raddoluwa, in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province, in extent about 2 acres, and all the plantations and buildings standing thereon, as a secondary mortgage.

At 1.45 P.M.

2. The land called Delgahawatta *alias* Kahatagahawatta, situate at Wettewa, in Ragam pattu aforesaid, in extent about 8 acres, and all the plantations and buildings

standing thereon; of this land, an undivided $\frac{2}{3}$ shares, as a primary mortgage, and the remaining $\frac{1}{3}$ share, as a secondary mortgage.

At 2.15 P.M.

3. An undivided 1/10th share of the land called Delgahawatta and of the thereto adjoining Kahatagahawatta, situate at Wettewa aforesaid, in extent about 4 acres, and of the plantations standing thereon, as a secondary mortgage.

At 2.45 P.M.

4. An undivided 1/10th share of the land called Nuga-gahawatta, situate at Wettewa aforesaid, in extent about 4 acres, and of the plantations standing thereon, as a secondary mortgage.

At 3.15 P.M.

5. The undivided $\frac{2}{3}$ th shares of the land called Nuga-gahalanda, situate at Kussala, in Ragam pattu aforesaid, in extent about 5 acres, and of the plantations and buildings thereon, as a secondary mortgage.

At 3.45 P.M.

6. An undivided 1/16th share of the land called Embellagahawatta, situate at Kussala aforesaid, in extent about 14 acres, and of the fruit trees and buildings standing thereon, as a secondary mortgage.

At 4.15 P.M.

7. An undivided 1/16th share of the field called Bakmeegahakumbura, situate at Mutuwadiya, in Ragam pattu aforesaid, in extent about 8 parras of paddy sowing ground, as a secondary mortgage.

Further particulars from Messrs. de Zoysa & Perera, Proctors, Negombo, or—

Negombo, July 8, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of a Tiled House and Garden at 1st Division, Hunupitiya, within the Gravets of Negombo.

UNDER decree in case No. 13,530, D. C., Negombo, entered in favour of the plaintiff Ana Nana Sina Thana Rawanna Mana Sidamberam Chetty of Negombo, against the defendant Kurukulasuiya Balaazar Jeronimus Fernando of 1st Division, Hunupitiya, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 1,189, dated December 3, 1918, and attested by P. D. F. de Croos, Notary, by public auction, at the spot, at 4 P.M., on Tuesday, August 12, 1919, to wit :—

The divided portion marked lot "A" from and out of the two contiguous allotments of land called Silvageawatta and Siyambalagahawatta, situate at 1st Division, Hunupitiya, within the Gravets and in the District of Negombo, Western Province, which said divided portion is in extent 31.5 perches, with the buildings standing thereon as appearing in plan No. 273, dated October 21, 1918, made by W. R. S. Fernando, Licensed Surveyor.

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

Negombo, July 8, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of Properties at Seththappaduwa and 2nd Division, Hunupitiya, in the District of Negombo.

UNDER decree in case No. 13,400, D. C., Negombo, entered in favour of the plaintiff Rawanna Kana Nana Rawanna Mana Nachchiappa Chetty of Negombo, against the defendants (1) Goniyal Malmage Manuel Aphonso, (2) ditto Juakino Aphonso, both of Seththappaduwa, and (3) Pathinikuttige Francis Nonis of 2nd Division, Hunupitiya, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by bond No. 12,177, dated February 26, 1916, and attested by T. H. de Silva, Notary, by public auction, at the respective spots, on Friday, August 15, 1919, to wit :—

At 10.30 A.M.

1. The land called Verabodagabima, situate at Seththappaduwa, within the Gravets, and in the District of Negombo, Western Province, in extent about 4 bushels of

paddy sowing ground or about 2 acres; of this land, the northern $\frac{1}{2}$ share, in extent about half an acre, with the buildings standing thereon, as a primary mortgage.

At 4 P.M.

2. The southern 10/12 shares of the southern $\frac{1}{2}$ share of the land of two contiguous lots called Jambugahawatu-kebella and Nugagahawatu-kebella, situate at 2nd Division, Hunupitiya, within the Gravets aforesaid, in extent 36 perches, with the buildings thereon, as a secondary mortgage.

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

Negombo, July 8, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of Valuable Properties at Raddoluwa, Wettewa, Kussala, and Mutuwadiya, in the District of Colombo.

UNDER decree in case No. 12,165, D. C., Negombo, entered in favour of the plaintiff Sawanna Kana Lena Muttiah Palle of Negombo, against the defendants (1) Kachchadage Charles Fernando and wife (2) Wettige Sophia Fernando, both of Raddoluwa, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties, mortgaged by bond No. 1,383, dated September 9, 1909, and attested by M. D. C. S. Gunasekera, Notary, by public auction, at the respective spots, on Wednesday, August 13, 1919, to wit:—

At 1 P.M.

1. The land called Gorakagahawatta, situate at Raddoluwa, in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province, in extent about 2 acres, and the plantations and buildings standing thereon.

At 1.30 P.M.

2. An undivided $\frac{1}{2}$ share of the land called Delgahawatta *alias* Kahatagahawatta, situate at Wettewa in Ragam pattu aforesaid, in extent about 8 acres, together with the plantations and buildings standing thereon.

At 2 P.M.

3. An undivided $\frac{1}{10}$ share of the land called Delgahawatta and of the thereto adjoining Kahatagahawatta, situate at Wettewa aforesaid, in extent 4 acres, together with the plantations standing thereon.

At 2.30 P.M.

4. An undivided $\frac{1}{10}$ share of the land called Nugagahawatta, situate at Wettewa aforesaid, in extent about 4 acres, together with the plantations standing thereon.

At 3 P.M.

5. An undivided $\frac{2}{3}$ shares of the land called Nugagahawatta, situate at Kussala in Ragam pattu aforesaid, in extent about 5 acres, together with the plantations and buildings standing thereon.

At 3.30 P.M.

6. An undivided $\frac{1}{16}$ share of the land called Embrellagahawatta, situate at Kussala aforesaid, in extent about 14 acres, together with the fruit trees and buildings standing thereon.

At 4 P.M.

7. An undivided $\frac{1}{16}$ share of the field called Bakmeegahakumbura, situate at Mutuwadiya in Ragam pattu aforesaid, in extent about 8 parras of paddy sowing ground. Further particulars from Messrs. de Zoysa & Perera, Proctors, Negombo, or—

Negombo, July 8, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale of Valuable Property at Liyanegemulla, in the District of Negombo.

UNDER decree in case No. 12,285, D. C., Negombo, entered in favour of the plaintiff Suna Pana Lena Caruppen Chetty of Negombo, against the defendants (1) Richard Henry de Zoysa of Colombo, (2) Sri Dayananda Mirando, and (3) Anne de Silva (widow of John Alexander Mirando), both of Liyanegemulle, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged

by bond No. 116, dated March 26, 1914, and attested by P. D. F. de Croos, Notary, by public auction, at the spot, at 3 P.M., on Monday, August 11, 1919, to wit:—

A portion of the land called Dawatagahakurunduwatta, with the buildings standing thereon, situate at Liyanegemulla, in Dasiya pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent 13 acres and 10 perches, as a primary mortgage.

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

Negombo, July 8, 1919.

M. P. KURERA,
Auctioneer.

Auction Sale.

In the District Court of Negombo.

Case No. 133, In the matter of the insolvency estate of D. G. Emmanuel of Negombo.

UNDER and by virtue of the authority granted to me in the above case, I shall sell by public auction the lands mentioned herein below belonging to the said estate at the first mentioned land on Friday, August 1, 1919, commencing from 3 P.M., to wit:—

1. The land called Diulgahawatta, situate at 1st Division, Kurana, within the gravets of Negombo, in extent 2 roods, and the tiled house standing thereon.

2. The $\frac{1}{2}$ share of Henchakumbura, situate at the same village, in extent 1 rood.

3. The $\frac{1}{2}$ share of Wattiakumbura, situate at the same village, in extent 2 roods.

4. The $\frac{1}{2}$ share of Ambiyakumbura *alias* Ambagahakumbura, situate at 2nd Division, Bolawalana, within the gravets of Negombo, in extent 3 roods.

5. The $\frac{1}{2}$ share of Diulgahawatta *alias* Thalgahawatta, situate at 2nd Division, Bolawalana, in extent 1 acre and 25 perches.

6. The $\frac{1}{2}$ share of Diulgahawatta *alias* Suriyagahawatta, situate at 2nd Division, Bolawalana, in extent 3 roods.

For further particulars apply to me?

Negombo, July 4, 1919.

K. L. PERERA,
Auctioneer.

Auction Sale.

In the District Court of Negombo.

Daranagama Arachchige Velun Appuhamy of Medemulla Plaintiff

No. 13,516. Vs.

(1) Kulathilaka Arthanayaka Mudalige Sophina Hamy and (2) Ranaweera Arachchige Don Arnolis Appuhamy, both of Nilpanagoda Defendants.

UNDER decree in the above case, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction, at the spot, at 10 A.M., on Saturday, August 2, 1919, the under-mentioned property, mortgaged by mortgage bonds No. 6,789 dated December 24, 1913, attested by D. M. P. R. Senanayaka, Notary Public, and No. 315 dated October 31, 1916, attested by D. A. S. Samaraweera, Notary Public, to wit:—

An undivided $\frac{1}{2}$ share of the divided $\frac{1}{2}$ share, in extent 2 acres 3 roods and 19 perches, of the land called Bulugahawatta and of the buildings standing thereon, situate at Nilpanagoda, in Dasiya pattuwa of the Alutkuru korale, in the District of Negombo.

For further particulars apply to L. C. E. Karanaratna, Esq., Proctor and Notary, Negombo, or to me:—

Negombo, July 8, 1919.

K. L. PERERA,
Auctioneer.

Auction Sale.

In the District Court of Negombo.

Imiyakankanamalage Punchi Singho, Vel-Vidane of Velangana Plaintiff

No. 8,568. Vs.

Danansuri Mudiyansele Herathhamy of Pallagama Defendant.

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

spots, on Saturday, August 9, 1919, the under-mentioned properties, mortgaged by mortgage bond No. 10,703, dated November 23, 1910, attested by J. W. P. Samarasekara, Notary Public, to wit:—

At 10 A.M.

An undivided $\frac{1}{2}$ share of the land called Ketakelagahamulawatta, situate at Pallegama, in Katugampola Meda pattu korale in the District of Kurunegala, in extent 3 lahas of kurakkan sowing ground.

At 10.30 A.M.

An undivided $\frac{1}{2}$ share of the land called Wagollewatta, situate at Pallegama aforesaid, in extent about 3 lahas of kurakkan sowing ground.

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

K. L. PEREIRA,
Auctioneer.

Negombo, July 8, 1919.

Auction Sale.

A Valuable Rubber Estate in bearing in the District of Kandy.

UNDER mortgage decree in D. C., Kandy, case No. 26,596, and under authority of court, I shall sell by public auction at 12 noon, at No. 6, Pavilion street, Kandy, the office of F. L. Goonewardene, Esq., on Saturday, August 9, 1919:—

All that estate called and known as Kandemeeya *alias* Vanillawatta of 57 acres more or less, together with bungalow, factory, &c., situate in Galagedera district, within 7 miles of Rambukkana station, fully planted with cacao and rubber in bearing, yielding 10,000 lb. rubber and 50 cwt. cacao per annum with increasing crops, situate on high road and accessible by motor.

For further particulars apply to F. L. Goonewardene, Esq., Proctor, and Notary, Kandy, or to me:

A. R. WICKREMESAKERE,
Auctioneer.

No. 9, Malabar street, Kandy.

Auction Sale.

In the District Court of Galle.

Testamentary In the matter of the estate of Peter Weera-No. 4,890. Wickreme Goonewardana, of Walpita, deceased.

UNDER and by virtue of a commission issued to me in the above case, I shall sell by public auction on July 26, 1919, commencing at 2.30 P.M., the following lands, at the spot, at Awarikanattewatta at Balagoda:—

1. The land called Kanattewatta at Gonapura in Walpita.
2. Kohilawagura at ditto.
3. Awarikanatta at Balagoda.
4. Mellagahakumbura at ditto.

CHAS. M. GOONASEKERA,
Auctioneer.

Auction Sale.

In the District Court of Galle.

Kuwanguru Ernolis of Randombe Plaintiff.
No. 16,477. Vs.

Haya Hakuru Mango of Karandeniya Defendant.

UNDER and by virtue of the decree entered in the above case, and the order issued therein, I shall sell by public auction, at the spot, the following property specially bound and executable for the recovery of the amount of the said decree, on August 2, 1919, at 2 P.M.:—

An undivided $\frac{1}{2}$ part of the soil and trees of the land Kekiriskanda, situate at Magala, in Wellaboda pattu of Galle, containing in extent 8 acres 6 perches.

CHAS. M. GOONASEKERA,
Auctioneer.

Auction Sale under Partition Ordinance of Valuable Property in the Town of Ambalangoda, near the Resthouse.

By virtue of a commission issued to me from the District Court of Galle, in partition case No. 13,496 of the said court, I shall sell by public auction on Saturday,

August 23, 1919, at 2 P.M., at the spot:—The land called Mawatabodawatta *alias* Godellewatta *alias* Magawatta, situated at Nambimulla, in Ambalangoda, in Wellaboda pattu, with the plantations, buildings, and everything thereon, and containing in extent 1 acre and 25.62 perches as depicted in plan No. 490B made by Mr. S. H. Dhanayaka, Surveyor.

The said allotment of land will be put up for sale in 6 separate blocks, first amongst the co-owners thereof, commencing from the appraised value, and if the same be not purchased by any of them at such sale, I shall immediately thereafter put up the same amongst the public, in terms of "The Partition Ordinance No. 10 of 1863."

Further particulars from D. Wickramasingha, Esq., Proctor and Notary Public, Galle, or from me:

GEO. A. WEERAKKODY,
Ambalangoda, July 7, 1919. Auctioneer.

Auction Sale

UNDER and by virtue of a commission issued to me in case No. 13,616 of the District Court of Jaffna for the recovery of the judgment amount, in terms of the decree passed in favour of the plaintiff Murugappetturamianiam of Pettah, Jaffna, presently of Ragama, against the defendants Ramalingam Nagalingam and wife Uthamippillai of Vannarponnai East, I shall sell by public auction, at the late Maniagar's bungalow at Palai, at 4 P.M., on Saturday, July 26, 1919, the following piece of land, viz.:—

Land situated at Mullian called Nitcheyaveddai, in extent 104 $\frac{3}{16}$ lachams varagu culture, with palmyras, cultivated and spontaneous plantations, sheds, and thurawas; bounded on the east by the property of the heirs of the late Murugar Ambalavy and of others, north by the property of Manuelpillai Saverimuttu Rajakariar, west by the property of Thimingu Pilippan, Vannanthurai tank, and by the property of Katiramar Sitamparanatar, and south by the property of the heirs of the late Katiramar Valautar, Vannanthurai tank, and by the property of the heirs of the late A. Kantar. The whole of the land within these boundaries with its appurtenances.

C. CHELLIAH,
Jaffna, July 4, 1919. Commissioner.

Auction Sale of Land at Vannarponnai East, in the District of Jaffna.

UNDER decree in case No. 13,575 B.C., Jaffna, entered in favour of the plaintiff Eastiampillai Daniel Rasiah of Vannarponnai South-east, against the defendant Kathirgamar Nagamuttu of Vannarponnai East, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned land by public auction, on Monday, July 28, 1919, at 4.30 P.M., on the spot:—

All that allotment of land called and known as "Ilakady," situated at Vannarponnai East, containing in extent 6 $\frac{1}{2}$ lachams varagu culture; and bounded on the east by road, north by the property of Thurairajah Hubert, west by water-course, and south by the property of Mithali Marnikkan, together with houses, buildings, plantations, and well standing thereon.

C. RASANAYAGAM,
July 2, 1919. Commissioner.

Auction Sale under Mortgage Decree.

In the District Court of Jaffna.

Mathava Ayar Pitchu Kurukkal of Vannarponnai West Plaintiff.
No. 13,450. Vs.

Meerasaibu Neyna Muhamadu of Vannarponnai West Defendant.

UNDER and by virtue of the decree and order in the above case, I shall sell by public auction on Saturday, August 2, 1919, commencing at 10 A.M., at their respective spots, the following properties declared bound and executable for the recovery of the principal, interest, and costs, to wit:—

1. Land situated at Vannarponnai West called Punkady, in extent 9 lachams varagu culture and 2 $\frac{1}{2}$ kulies, with well,

huts, cultivated and spontaneous plants and palmyras; and bounded on the east by the property of Muhiadeen Saibu Kadduvava and Muhamadu Seynampu Nachchia, wife of Muhiadeen Saibu, on the north by the property of Muhamadu Seynampu Nachchia, wife of Muhiadeen Saibu, on the west by the property of Usan Saibu Athamvava and Meerasaibu Asana Marakkayar, and on the south by sand road.

2. One-sixth share of a piece of land situated at Vannarponnai West, called Palluvilithoddam, in extent 13½ lachams varagu culture, with well, palmyras, and cultivated plants, with the right of way to and from this land by the eastern dam of the northern land; and bounded on the east by the property of Ammaccuddy Amma, widow of Subrama Ayar, and the property belonging to Annapoorany Sattiram, on the north by the property belonging to the heirs of the late Nagendra Ayar Subramayar, on the west by the property of Murugesu Sanmugam and shareholders, and on the south by the property of Vairavanatar Kurunather and shareholders.

R. KANTAIYAH,
Commissioner.

Jaffna, July 3, 1919

Auction Sale under Mortgage Decree of Town Property.

UNDER decree entered in D. C., Kurunegala, case No. 6,959 in favour of A. V. K. N. Sellappa Chetty of Negombo against Mani Kunia Mohamadu Aly of Kurunegala and Meenagaa Moona Mohideen Ibrahim Saibo of Siyambalagahauppa, and others, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell by public auction, at the spot, the following property, declared bound and executable under the said decree, on Saturday, August 9, 1919, at 2 P.M., viz. :—

An undivided ¼ share of all those two allotments of land marked lots A and B lying towards west, and containing in extent 38 perches, with the plantations thereon from and out of all that allotment of land in extent 1 rood and 12 perches according to the figure of survey made by Mr. Edward B. Daniels, Surveyor, dated January 23, 1887, situate at the Negombo road, in the town of Kurunegala, North-Western Province; which said lots A and B are bounded on the north and west by land of Mr. J. C. de Silva, east by the remaining portion of the said land marked lot C, and south by the Negombo road, together with the tiled buildings bearing assessment No. 127 built on the said allotment of land marked lot B.

Further particulars from Messrs. F. N. & E. Daniels, Proctors, and Notaries, Kurunegala, or—

S. P. SOCKALINGAM PILLAI,
Auctioneer.
Kurunegala, July 2, 1919.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 7,299, D. C., Kurunegala, against Dahaneka Achchillage Kirihary of Galpottopola, in Dambadeni Udukaha korale east, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the following property declared specially bound and executable under the said decree, at the respective spots, on Saturday, July 26, 1919, commencing at 1 P.M.; to wit :—

1. An undivided ¼ share of Mimaldeniyekumbura and of its adjoining garden, both of about 3 pelas and 5 lahas paddy sowing extent.

2. An undivided ¼ share of Murutagahamulahena of about 1 thimba kurakkan sowing extent.

3. Gongawalawatta of about 3 lahas kurakkan sowing extent.

4. An undivided ¼ share of Tittagahagodellewatta of about 5 lahas kurakkan sowing extent.

5. Gongawalaketakalagahamulahena of about 5 lahas kurakkan sowing extent; all situate at Galpottopola.

6. An undivided ¼ share of Narangahakumbura and of its adjoining Narangahakumburewatta, both of 13 lahas paddy sowing extent.

7. An undivided ¼ share of Kahatagahamulawatta of about 5 lahas kurakkan sowing extent.

8. An undivided ¼ share of Innawatta and of Kahatagahamulawatta adjoining thereto, both of 7 lahas kurakkan sowing extent.

9. An undivided ¼ share of Narangahakumbura of 13 lahas paddy sowing extent.

10. An undivided ¼ share of Hitinawatta alias Parana-watta of about 1 thimba kurakkan sowing extent; all situate at Kebellawita, and all in Dambadeni Udukaha korale east of Dambadeni hatpattu, Kurunegala District, in the North-Western Province.

Further particulars from Messrs. F. N. & E. Daniels, Proctors, and Notaries, Kurunegala, or—

S. P. SOCKALINGAM PILLAI,
Auctioneer.
Kurunegala, July 2, 1919.

Sale by Auction under Mortgage Decree.

In the District Court of Puttalam.

K. R. P. R. Visvanathan Chetty by his attorney K. R. P. R. Pitche Kuttia Pillai of Puttalam Plaintiff.
No. 3,210. Vs.

(1) Segu Meera Lebbe Assena Marakar and wife (2) Segu Meera Natchia, both of Puttalam Defendants.

BY virtue of the order that has been directed to me by the District Court of Puttalam in the above case, I hereby give notice that I will put up for sale by public auction the following property on the date and at the hour mentioned below, at the spot :—

August 7, 1919, at 2 P.M.

A portion of land situate at Paramadaluwe, in Chenakudirippu in Puttalam pattu, in the Puttalam District, North-Western Province, containing in extent 3 acres; and bounded on the north by garden belonging to Assena Marakar Mohamado Yoonus, on the east by garden belonging to the heirs of Segu Ismail Marakar Mohamado Ibrahim Neina Hydrus Marakar, on the south by garden belonging to Sinne Tamby Ana Pillai and others, and on the west by garden belonging to Pamby Mudali Seka Marakar, together with all singular the plantations therein, the crops and produce thereof, and the building thereon, and all the right, title, interest, and claim whatsoever of the said defendant in, to, upon, or out of the said proceeds applied in and towards the payments of the said amount, interest, and costs.

Further particulars apply to V. M. Anthony Pillai, Esq., Proctor of the Supreme Court, Puttalam, or to the undersigned—

P. M. M. CADER SAIBO MARAKAR,
Auctioneer.
Puttalam, July 7, 1919.

Sale by Auction under Mortgage Decree.

In the District Court of Puttalam.

M. P. S. Palaniappa Chetty by his attorney M. P. S. Udaiyappa Chetty of Puttalam Plaintiff.
No. 3,218. Vs.

Ponni Muttoo Segu Sickander of Koravankudil. Defendant.

BY virtue of the order that has been directed to me by the District Court of Puttalam in the above case, I hereby give notice that I will put up for sale by public auction the following properties on the date and at the hours mentioned below, at the spot :—

August 4, 1919, at 1 P.M.

1. Of the land lot No. 4,874, situate in the village at Koravankudil, in Akkara pattu in Puttalam District of the North-Western Province, and containing in extent 26 acres 1 rood and 19 perches, a divided portion marked 3 in the rough sketch or plan annexed to the partition deed No. 5,930, dated September 29, 1889, and attested by Anthony de Rosairo, Mudaliyar of Puttalam, Notary Public, and measuring on the north-west 85 yards, north-east 119½ yards, south-east 88 yards, and south-west 112 yards; is bounded on the north-west by land appearing in title plan No. 135,065, on the north-east by portion of land belonging to Meera Saibo Nagooran, on the south-east by portion of land belonging to Sinne Wapo Marakar Mohamado Naina Marakar, and on the south-west by portions of land belonging to Peeru Tamby Meera Lebbe Peeru Tamby Moheideen

Pitche and Peeru Tamby Naina Mohamado Lebbe; out of this land, excluding the portion towards the south-west, in extent about $\frac{1}{2}$ acre, with 50 coconut trees, the remaining divided portion in extent about 1 acre 2 roods and 11 perches, with the coconut trees standing thereon; bounded on the north-west, north-east, and south-east by aforesaid boundaries, and on the south-west by the portion of land belonging to Segó Mutoo, the sister of the defendant:

August 4, at 1.15 P.M.

2. An undivided $\frac{1}{2}$ share of the land called Koravankudilkani, situate in the village of Koravankudil, in the pattu aforesaid, containing in extent about $1\frac{1}{2}$ acres; bounded on the north, east, and south by garden belonging to the heirs of Majudu Naina Marakai Mohamadu Marakar, and on the west by road, together with all and singular, the plantation thereon, the crops and produce thereof, and the building thereon; and all the right, title, interest, and claim whatsoever of the said defendant, in, to, upon, or out of the said proceeds applied in and towards the payments of the said amount, interest, and costs.

For further particulars apply to V. M. Anthony Pillai, Esq., Proctor of the Supreme Court, Puttalam, or to the undersigned.

P. M. M. CADER SAIBO MARAKAR,
Puttalam, July 7, 1919. Auctioneer.

Auction Sale.

D. C., Colombo, Testamentary Cases Nos. 6,460 and 6,461.

WITH reference to the notice appearing in the issues of the Government Gazette of June 27 and July 4, 1919, re the sale of all that contiguous allotment of lands called and known as Divulgahawatta, Kadurugahawatta, and another share, with all the plantations standing thereon, situate at Madampé in the Chilaw District, which has been fixed for sale on Saturday, the 19th instant, it is hereby notified that the said date having been obtained a Public holiday, the said sale will therefore take place on Saturday, July 26, 1919, at 3.30 P.M., at the spot.

C. RAJARATNAM,
for the Chilaw Agency, Auctioneers.
Chilaw, July 8, 1919.

LOCAL BOARD NOTICES.

(Continued from page 1594.)

Statement of Revenue and Expenditure of the Small Towns in the Central Province for the Year 1918.

WATTEGAMA.		Expenditure.	
Revenue.	Rs. c.	Rs. c.	
Sanitary rate	775 34	Scavenging	1,100 0
Water-rate	1,162 56	Remuneration to assessors	68 8
Road tax	510 0	Commission to collectors	129 49
Double rate road tax	4 0	Pay of clerks	210 0
Liquor licenses	258 60	Rent of slaughter-house	84 0
Cart licenses	289 0	Stationery, stores, &c.	125 0
Motor car licenses	50 0	Destroying stray dogs	9 75
Butcher licenses	20 0	Latrines (repairs, &c.)	50 0
Gun licenses	24 50	Drains (construction)	624 44
Slaughter-house fees	474 50	Public Works Department	
Compensation of local		maintenance waterworks	150 0
rates on Government		Loan to Galaha and Huliganga to be repaid	400 0
buildings	213 24	Guardian, waterworks	150 0
Fines	100 0	Sinking fund on loans	221 0
Dog tax	8 50	Interest on loan	386 76
Refund of unexpended		Travelling allowance to	
balances	2 20	Sanitary Inspectors	96 0
Miscellaneous	50 0	Miscellaneous	494 11
		Total expenditure	4,298 63
Balance on December	3,942 44	Balance on December	5,182 54
31, 1917	5,538 73		9,481 17
	9,481 17		

PUSSELLAWA.		Expenditure.	
Revenue.	Rs. c.	Rs. c.	
Sanitary rate	576 14	Scavenging	837 35
Road tax	380 0	Remuneration to assessors	43 17
Liquor licenses	275 0	Commission to collectors	54 88
Cart licenses	9 0	Pay of clerks	120 0
Butcher licenses	10 0	Rent of slaughter-house	90 0
Slaughter-house fees	164 50	Stationery, stores, &c.	75 0
Compensation on local		Destroying stray dogs	1 0
rates on Government		Latrines (repairs, &c.)	40 0
buildings	50 92	Latrine construction	420 0
Fines	11 0	Miscellaneous	48 65
Dog tax	9 75	Travelling allowance	15 0
Miscellaneous	10 0		
		Total expenditure	1,745 5
Balance on December	1,496 31	Balance on December	2,981 21
31, 1917	3,229 95		4,726 26
	4,726 26		

NORWOOD.		Expenditure.	
Revenue.	Rs. c.	Rs. c.	
Sanitary rate	453 67	Scavenging	820 50
Road tax	261 0	Remuneration to assessors	34 29
Double rate road tax	3 0	Commission to collectors	43 53
Liquor licenses	300 0	Pay of clerks	150 0
Cart licenses	35 0	Stationery, stores, &c.	90 0
Butcher licenses	5 0	Destroying stray dogs	1 50
Fines	10 0	Rent of market	23 55
Slaughter-house fees	6 50	Travelling allowance	20 32
Rent of mutton stalls	20 0	Sinking fund on loans	35 56
Compensation on local		Interest on loans	202 91
rates on Government		Miscellaneous	
buildings	14 40		
Motor car licenses	430 0	Total expenditure	1,423 6
Rent of fish market	35 0	Balance on December	3,123 62
Rent of beef market	70 0		4,546 68
Refund of unexpended			
balances	0 3		
Miscellaneous	10 0		
Balance on December	1,708 60		
31, 1917	2,843 8		
	4,546 68		

BOGAWANTALAWA.		Expenditure.	
Revenue.	Rs. c.	Rs. c.	
Sanitary rate	334 67	Scavenging	720 0
Road tax	294 0	Remuneration to assessors	31 80
Double rate road tax	4 0	Commission to collectors	36 99
Liquor licenses	157 0	Pay of clerks	50 0
Cart licenses	5 0	Rent of slaughter-house	54 0
Butcher licenses	10 0	Water supply	248 50
Slaughter-house fees	237 50	Miscellaneous	225 81
Compensation on local		Travelling allowance	23 32
rates on Government			
buildings	9 60		
Fines	47 50	Total expenditure	1,390 42
Dog tax	10 0	Balance on December	372 76
Refund of unexpended			1,763 18
balances	22 46		
	1,131 73		
Balance on December	631 45		
31, 1917	1,763 18		

MASKELIYA.		Expenditure.	
Revenue.	Rs. c.	Rs. c.	
Sanitary rate	756 73	Scavenging	1,100 0
Road tax	318 0	Remuneration to assessors	51 93
Double rate road tax	4 0	Commission to collectors	3 0
Liquor licenses	325 0	Pay of clerks	250 0
Cart licenses	78 0	Rent of slaughter-house	125 0
Butcher licenses	15 0	Stationery, stores, &c.	75 0
Slaughter-house fees	212 25	Latrines (repairs, &c.)	104 1
Explosives	0 50	Repairs to water supply	5 60
Compensation on local		Guardian, waterworks	70 0
rates on Government		Miscellaneous	252 7
buildings	24 0	Travelling allowance	23 33
Dog tax	7 50		
Refund of unexpended		Total expenditure	2,059 94
balances	0 25	Balance on December	1,849 94
Miscellaneous	7 0		3,909 88
	1,748 23		
Balance on December	2,161 65		
31, 1917	3,909 88		

KADUGANNAWA.		Expenditure.	
Revenue.	Rs. c.	Rs. c.	
Sanitary rate	967 24	Scavenging	1,440 0
Road tax	708 0	Remuneration to assessors	70 50
Double rate road tax	82 0	Commission to collectors	92 39
Liquor licenses	2 0	Rent of slaughter-house	30 0
Cart licenses	69 0	Destroying stray dogs	6 71
Butcher licenses	10 0	Latrine constructions	800 0
Gun licenses	21 0	Latrines (repairs, &c.)	53 1
Slaughter-house fees	227 75	Refund of liquor licenses	90 0
Compensation on local		Interest on loans	180 0
rates on Government		Sinking fund on loan	80 0
buildings	70 88	Attendance officer under	
Fines	38 75	Rural Schools Ordinance	70 0
Rent of cemetery	3 0	Miscellaneous	76 54
Petroleum licenses	75 0	Travelling allowance to	
Dog tax	10 50	Sanitary Inspectors	63 0
Advance from Teldenya			
to be repaid	50 0	Total expenditure	3,052 15
Refund of unexpended		Balance on December	46 26
balances	10 0		3,098 41
Miscellaneous	5 0		
	2,350 12		
Balance on December	748 29		
31, 1917	3,098 41		

TEL DENIYA.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Sanitary rate ..	369 0	Scavenging ..	677 0
Road tax ..	284 0	Remuneration to assessors ..	29 46
Liquor licenses ..	305 0	Commission to collectors ..	33 43
Cart licenses ..	57 0	Pay of clerks ..	150 0
Butcher licenses ..	10 0	Stationery, stores, &c. ..	50 0
Gun licenses ..	9 0	Destroying stray dogs ..	4 40
Compensation on local rates on Government buildings ..	69 70	Latrines (repairs, &c.) ..	380 0
Construction of school latrines ..	72 0	Drains (constructor) ..	75 0
Fines ..	56 90	Guardian, waterworks ..	60 0
Petroleum licenses ..	40 0	Repairs to waterworks ..	142 92
Miscellaneous ..	14 0	Travelling allowance to Sanitary Inspector ..	96 0
		Miscellaneous ..	128 91
		Loan to Haluganga and Kadugannawa to be repaid ..	250 0
Balance on December 31, 1917 ..	1,286 60	Total expenditure ..	2,077 12
	3,754 35	Balance on December 31, 1918 ..	2,963 83
	5,040 95		5,040 95

GALAHA.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Sanitary rate ..	289 11	Scavenging ..	862 0
Water-rate ..	276 78	Remuneration to assessors ..	22 17
Road tax ..	242 0	Commission to collectors ..	42 94
Cart licenses ..	10 0	Rent of slaughter-house ..	30 0
Butcher licenses ..	10 0	Destroying stray dogs ..	4 73
Gun licenses ..	5 0	Maintenance of waterworks ..	200 0
Slaughter-house fees ..	118 0	Repayment of loan ..	286 50
Fines ..	10 0	Interest on loans ..	174 8
Dog tax ..	5 25	Travelling allowances to Sanitary Inspector ..	63 0
Advance from Wattegama and Ulapane to be repaid ..	600 0	Miscellaneous ..	4 10
Miscellaneous ..	5 0		
Balance on December 31, 1917 ..	1,571 14	Total expenditure ..	1,689 52
	236 60	Balance on December 31, 1918 ..	118 22
	1,807 74		1,807 74

MAILAPITIYA.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Sanitary rate ..	237 94	Scavenging ..	397 50
Road tax ..	146 0	Remuneration to assessors ..	15 63
Double rate road tax ..	4 0	Commission to collectors ..	20 50
Cart licenses ..	80 0	Pay of clerks ..	100 0
Gun licenses ..	6 0	Miscellaneous ..	9 80
Compensation on local rates on Government buildings ..	6 0	Travelling allowances ..	48 0
Dog tax ..	2 25		
Miscellaneous ..	12 24		
Balance on December 31, 1917 ..	494 43	Total expenditure ..	591 43
	717 66	Balance on December 31, 1918 ..	620 66
	1,212 9		1,212 9

HALUGANGA.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Sanitary rate ..	290 82	Scavenging ..	525 0
Road tax ..	84 0	Remuneration to assessors ..	21 84
Cart licenses ..	10 0	Commission to collectors ..	17 19
Butcher licenses ..	5 0	One-fifth loan payable to Government ..	285 0
Fines ..	56 90	Travelling allowance to Sanitary Inspector ..	96 0
Compensation on local rates on Government buildings ..	0 12	Miscellaneous ..	25 30
Dog tax ..	2 75	Repairs to waterworks ..	3 0
Advance from Wattegama and Teldeniya to be repaid ..	300 0		
Balance on December 31, 1917 ..	749 59	Total expenditure ..	973 33
	342 77	Balance on December 31, 1918 ..	119 3
	1,092 36		1,092 36

ULAPANE.

Revenue.	Rs. c.	Expenditure.	Rs. c.
Sanitary rate ..	289 65	Scavenging ..	581 5
Road tax ..	232 0	Remuneration to assessors ..	22 23
Double rate road tax ..	4 0	Commission to collectors ..	5 46
Liquor licenses ..	100 0	Pay of clerks ..	100 0
Cart licenses ..	41 0	Refund of compensation on local rates on Government buildings ..	3 60
Gun licenses ..	5 0	Miscellaneous ..	76 54
Fines ..	42 50	Travelling allowances ..	16 50
Compensation on local rates on Government buildings ..	8 64	Loan to Galaha to be repaid ..	300 0
Dog tax ..	2 75		
Miscellaneous ..	14 50		
Balance on December 31, 1917 ..	740 4	Total expenditure ..	1,105 38
	1,541 45	Balance on December 31, 1918 ..	1,176 11
	2,281 49		2,281 49

C. S. VAUGHAN,
Chairman.

Notice of Sale, Local Board, Chilaw.

NOTICE is hereby given that the under-mentioned property seized in virtue of a warrant issued by the Chairman, Local Board, Chilaw, in terms of Ordinance No. 13 of 1898, for arrears of assessment tax due on the premises for the 4th quarter, 1918, will be sold by public auction at this office on Thursday, July 31, 1919, at 2 P.M.

Office of the Local Board,
Chilaw, July 3, 1919.N. J. MARTIN,
Chairman.

Southern Ward.

No. of Premises.	Property seized.	Name of Owners.
110 ..	House and premises	Heirs of Juse Gabriel Fernando
296 ..	Waste land	M. T. Segu Thamby
315 ..	Hut	Heirs of Paulu Fernando
316 ..	Do.	M. Costan Janse

Central Ward.

No. of Premises.	Property seized.	Name of Owners.
807 ..	Waste land	Seraili Marikkar

Northern Ward.

No. of Premises.	Property seized.	Name of Owners.
835 ..	Gala	Heirs of Rahimsa Natchia
881 ..	Do.	Heirs of Joseph Fernando, N. P.
883 ..	Do.	Lawrenti Fernando Muppu
935 ..	Do.	Heirs of Ossen Neina Marikkar
967 ..	Do.	L. M. Meera Saibo
1004 ..	Do.	Mrs. G. V. E. Perera

Extended Area.

No. of Premises.	Property seized.	Name of Owners.
8 ..	Young plantation	Bingiriya Unnansey
32 ..	House and garden	Margida
33 ..	Do.	A. Manuel Fernando
61 ..	Cadjan house	Heirs of A. N. Marikkar
90 ..	Garden	M. Pakir Mohammodu and another
91 ..	Hut	M. Pakir Mohammodu
92 ..	Do.	M. Segu Mohammodu

Notice of Sale, Local Board, Kurunegala.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, which have been seized under section 34 of Ordinance No. 13 of 1898, and section 41 of Ordinance No. 16 of 1865, for default of the payment of assessment tax due for the first quarter, 1919, will be sold by public auction at the Kurunegala Kachcheri, on Monday, July 28, 1919, at 2 P.M.

Kurunegala Kachcheri,
July 3, 1919.C. R. CUMBERLAND,
Government Agent.

List of Properties seized for Non-payment of Police Rates and Local Board Rates of Kurunegala, for 1st Quarter, 1919.

Kandy road.

Assessment No.	Name of Owner.	Property seized.	Amount.
81-83 ..	Heirs of D. C. Attyaglle ..	1 filter, 3 billiard balls, 2 chairs ..	17 85

Notice of Sale, Local Board, Ratnapura.

IT is hereby notified that the under-mentioned property within the limits of the Local Board Town of Ratnapura, will be sold by public auction in default of payment of Local Board rates for the 1st quarter, 1919, on July 21, 1919, at 2 P.M., at the Ratnapura Kachcheri, unless in the meantime the amount owing in respect of the rate together with the lawful cost of seizure and sale is duly paid.

Ratnapura Kachcheri,
June 27, 1919.E. B. ALEXANDER,
Government Agent.

Street: Weralupe main road.

No.	Name of Owner.	Description of Property.
80 ..	J. D. Abeygoonawardane ..	Tiled house (Selniwasa)

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION.—Irrigation Works, Eastern Province.

A AMENDMENT to the specification of lands under Paddipolai-aru Scheme, published in *Government Gazette* No. 6,785 of March 24, 1916.

Lands which have to pay a maintenance rate of 39 cents per acre per annum for five years from January 1, 1915 to 1919, inclusive. This rate must be re-assessed for 1920.

Part V.—Akkaraipattu Division.

Lot bearing specification No. 106 in the specification for the above works published in *Government Gazette* No. 6,785 for March 24, 1916, is hereby cancelled, and the following lot is substituted:—

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.	Charge for Maintenance.	Amount due.	Area exempted.	Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Total Exemption, and Amount of Exemption granted.	
									Rs. c.	Rs. c.
106.	130.	Kalladi-ilavisam.	P. Muhammadulevvai of Oluvil	0 3 9.	0 32.	—	—	—	—	0 32

AMENDED SUMMARY.

Name of Division.	Crown Lands.			Exempted Lands.			Private Lands paying Rate.			Amount recoverable.
	A.	R.	P.	A.	R.	P.	A.	R.	P.	Rs. c.
Part I.—Karavaku division	—	—	—	0	0	20	3,300	1	9	1,287 24
Part II.—Nintavur division	10	3	10½	—	—	—	5,789	3	1½	2,257 63
Part III.—Sammanturai division	77	2	6½	198	2	4	6,515	0	15¾	2,540 23
Part IV.—Nadukadu division	—	—	—	—	—	—	1,106	1	19	431 43
Part V.—Akkaraipattu division	4	0	0	24	0	1	4,140	1	10¾	1,614 83
	92	1	17	234	2	13	20,851	3	15¾	8,131 36

Batticaloa Kachcheri,
May 16, 1919.

R. A. G. FESTING,
Government Agent.

SUPPLEMENTARY SPECIFICATION.—Irrigation Works, Eastern Province.

S SUPPLEMENTARY specification showing lands found to be capable of irrigation by Allai Scheme, in addition to the specification published in *Government Gazette* No. 6,887 of July 13, 1917, the names of proprietors, and the contributions payable in respect of each land.

Lands to pay construction rate of Rs. 2.22 per acre per annum for ten years from January 1, 1919, to December 31, 1928, and maintenance rate of 77 cents per acre per annum for three years from January 1, 1919 to 1921. The maintenance rate must be re-assessed for 1922.

Preliminary plan 1,776. Name of allotment of land or field—Peruvelikulachena. Date of sale—January 23, 1894.

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.	Charge for Construction.	Charge for Maintenance.	Amount due.	Area exempted.	Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Total Exemption, and Amount of Exemption granted.	
									Rs. c.	Rs. c.
452	5705	V. Ponniah	3 1 27.	7 59.	2 63.	10 22.	—	—	—	10 22
453	77091	Lawrence Esthakke	0 0 17.	0 24.	0 8.	0 32.	—	—	—	0 32
454	77092	Lawrence Esthakke	5 3 27.	13 14.	4 56.	17 70.	—	—	—	17 70
455	2581	M. M. Meerasaibu	0 0 28.	0 39.	0 13.	0 52.	—	—	—	0 52
456	c 350	Heirs of U. Mohamadu Meydin	2 0 23.	4 76.	1 65.	6 41.	—	—	—	6 41
457	A	Suppar Marimuttu	0 0 18.	0 25.	0 9.	0 34.	—	—	—	0 34
458	B	Do.	0 3 9.	1 79.	0 62.	2 41.	—	—	—	2 41
			12 2 29	28 16	9 76	37 92				37 92

AMENDED SUMMARY.

	Area.			Charge for Construction.		Charge for Maintenance.		Amount due.	Area exempted.	Amount exempted.	Total Amount due.
	A.	R.	P.	Rs.	c.	Rs.	c.	Rs.	A.	R.	P.
Total private lands under Allai paying maintenance rate	1,739	2	35	—	—	1,342	96	1,342 96	10	2	14
Total private lands under Peruveli paying maintenance rate	544	2	5	—	—	419	31	419 31	—	—	—
Total private lands paying maintenance and construction rates	80	0	8	177	72	61	63	239 35	8	0	39
	2,364	1	8	177	72	1,823	90	2,001 62	18	3	13
Lands bought in by Crown	5	2	24	—	—	—	—	—	—	—	—
Total	2,369	3	32	—	—	—	—	—	—	—	—
Deduct area exempted	18	3	13	—	—	—	—	—	—	—	—
Total irrigable area	2,351	0	19	—	—	—	—	—	—	—	—

Trincomalee Kachcheri,
May 31, 1919.

W. K. H. CAMPBELL,
Assistant Government Agent.

RESULTS OF METEOROLOGICAL OBSERVATIONS IN CEYLON DURING THE MONTH OF MAY, 1919.

STATION.	OBSERVER.	Height above Sea Level.	RAINFALL.					BAROMETRE REDUCED TO 32°.					TEMPERATURE OF THE AIR AND OF EVAPORATION.															
			Total No. of Inches.	Greatest Quantity in any 24 hours.		No. of Days on which Registered.	Mean Daily Horizontal Movement of Air.	Mean Reading.		Highest Reading.	Lowest Reading.	Mean Daily Maximum Temperature in Shade.	Mean Daily Minimum Temperature in Shade.	Adopted Mean Temperature of Air.	Adopted Mean Temperature of Evaporation.	Mean Elastic Force of Vapour.	Mean Degree of Humidity on Pictet's Baranometer.	Maximum Temperature of Air.	Minimum Temperature of Air.	Mean Daily Minimum Temperature on Grass.	Minimum Temperature on the Grass.	Mean Amount of Cloud, 0 to 10.	STATION.					
				In.	In.			Date.	In.															In.	In.	In.	In.	Date.
1 Colombo	Mr. F. A. P. Pullenayegum.	24	20.01	3.99	2nd-3rd	24	122	225	29.890	29.793	29.842	29.944	26th	29.717	11th	87.7	76.8	82.2	78.0	.874	82	59.9-9th	72.2-26th	74.9	71.0	26th	7.9	Colombo
2 Puttalam	" H. M. C. Muttukistna	27	6.85	3.46	25th-26th	12	185	210	29.856	29.782	29.819	29.915	26th	29.723	31st	88.2	78.0	83.1	78.5	.883	82	91.2-9th	72.8-26th	73.5	50.7	12th	6.0	Puttalam
3 Mannar	" A. Chelliah	12	2.28	1.46	2nd-3rd	3	163	210	29.854	29.763	29.808	29.926	26th	29.691	31st	91.9	80.4	86.2	79.5	.878	74	94.8-1st	75.3-11th	77.7	72.2	11th	7.4	Mannar

STATION.	NAME OF SENDEE.	Height above Sea Level.	RAINFALL.				STATION.	NAME OF SENDEE.	Height above Sea Level.	RAINFALL.			
			Total No. of Inches.	No. of Days on which Registered.	Greatest Quantity in any 24 hours.					Total No. of Inches.	No. of Days on which Registered.	Greatest Quantity in any 24 hours.	
17 Alagalla Railway Station	Telegraph Master, C. G. R.	1062	14.96	14	2.48	1st-2nd	62 Dunedin Estate, Yatyantota	Mr. L. Bayly	400	30.93	24	4.20	28th-29th
18 Alai Tank, Toppur	Divisional Irrigation Engineer, Trincomalee	20	4.19	6	2.09	13th-14th	63 Dunsinane Estate, Pundalooya	Mr. J. B. Adkins	8040	2.04	24	2.40	20th-21st
19 Alutnuwara Field Hospital	Medical Officer, Alutnuwara, Badulla	300	5.31	8	1.72	3rd-4th	64 Dyraba Estate, Bandarawela	Mr. Noel M. Clark	4000	5.04	15	1.23	6th-7th
20 Ambanpitiya	District Engineer, Kegalla	729	7.75	23	1.25	29th-30th	65 Eheliyagoda Estate, Kandangamuwa	Mr. W. Carver	600	30.44	27	6.82	23rd-24th
21 Ampare Tank	Irrigation Engineer, Kalmunai, S. D.	118	5.36	4	3.48	14th-15th	66 Elephant Pass	District Engineer, Pallai	8	2.85	5	1.15	12th-13th

* From thirty days Observations.

