

And in exercise of the powers vested in Us by section 5 of the aforesaid Village Communities Ordinance, No. 24 of 1889, and with the advice of the Executive Council, We, the Governor of the Island of Ceylon, with the advice of the Executive Council, do hereby subdivide the Chief Headmen's divisions of Weligam korale, Morawak korale, Gangaboda pattu, Wellaboda pattu, Kandaboda pattu, and Four Gravets (excluding the area included within the Local Board limits of Matara town) into the subdivisions given in annexed schedule :

And whereas it is expedient to establish Village Tribunals in the aforesaid Chief Headmen's divisions of Weligam korale, Morawak korale, Gangaboda pattu, Wellaboda pattu, Kandaboda pattu, and Four Gravets (excluding the area included within the Local Board limits of Matara town) :

Now know Ye that We, the said Governor, in exercise of the powers vested in Us by section 26 of the aforesaid Village Communities Ordinance, No. 24 of 1889, and with the advice of the Executive Council, do hereby establish Village Tribunals in the Chief Headmen's divisions of Weligam korale, Morawak korale, Gangaboda pattu, Wellaboda pattu, Kandaboda pattu, and Four Gravets (excluding the area included within the Local Board limits of Matara town), in the Matara District of the Southern Province, as from and after October 1, 1919.

Given at Colombo, in the said Island of Ceylon, this Twelfth day of September, 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 REFERRED TO.

Subdivision.	Villages in Subdivision.	Subdivision.	Villages in Subdivision.	Subdivision.	Villages in Subdivision.
	<i>Four Gravets.</i>	Dondra	17 Naotunna	Dikwella	40 Mawatagoda
Madiha-	1 Welegoda West		18 Parawahera		41 Millagasdeniya
Godagama	2 Hittetiya North		19 Gandarawatta		42 Murutagaspiya
	3 Godagama		20 Kumbalgammulla		43 Pahalagoda
	4 Lenaduwa	Kekandura	21 Madawala		44 Radampala
	5 Tudawa North		1 Kekandura		45 Udangangoda
	6 Weragampita North		2 Motagedera		
	7 Madiha		3 Diyagaha		<i>Kandaboda Pattu.</i>
	8 Walgama West		4 Uda-aperakka	Hakmana	1 Denagama
	9 Walgama Central		5 Beddagammedda	Walakada	2 Miella
	10 Pamburana West		6 Palleaparekka		3 Badabedda
	11 Kanattegoda		7 Hingurupattala		4 Pananwela
	12 Wewahamanduwa		8 Kadawedduwa		5 Wepotaira
Naimana-	1 Medawatta East		9 Talalla South		6 Kurunayakamulla
Makawita	2 Oligoda		10 Talalla North		7 Kebiliyapola
	3 Wellamadama	Dikwella	11 Delgalla		8 Kohuliyadda
	4 Malagoda West		1 Wattegama		9 Gammeddapitiya
	5 Wehelgoda		2 Batigama		10 Kerambe
	6 Weraduwa		3 Doremure		11 Akunadiwela
	7 Malagoda East		4 Dikwella (Sinhalese)		12 Gangodagama
	8 Udugangoda		5 Dambagasara		13 Wewala
	9 Wewaihalagoda		6 Handapangodella		14 Pottewela
	10 Hiridenikanda		7 Walasgala		15 Talagahadiwela
	11 Talpawila		8 Dodampahala		16 Olupeliya
	12 Alahenpita		9 Kemagoda		17 Otture
	13 Kumbalgama		10 Nilwella		18 Kumbalgoda
	14 Rassandeniya		10 Dikwella (Moor)		19 Sapugodawela
	15 Waharajjawatta		12 Kottagoda		20 Naradda
	16 Naimana South		13 Godauda		21 Karatota
	17 Naimana North		14 Kunukalapuwa		22 Dematapitiya
	18 Hungangoda		15 Babarenda South		23 Ambalamulla
	19 Ipitagoda		16 Goigoda		24 Lolla
	20 Medagoda		17 Hunnadeniya		25 Talanwela
	21 Galagammulla		18 Uduwila		26 Lalpe
	22 Maddumagoda		19 Babarenda North		27 Watawana
	23 Mahakanda		20 Kurumbure		28 Udupillegoda
			21 Batmale		29 Murutamure
			22 Dandeniya		30 Kongala
			23 Millagasara		31 Naiwela
			24 Wehella		32 Silibilikana
			25 Kirineliya		33 Beruwewela
			26 Pitadeniya		34 Narawelpita
			27 Urugamuwa East		35 Ella wela
			28 Bodarakanda	Kandapita	1 Gombaddala
			29 Harankahadeniya	Walakada	2 Eparella
			30 Hettiachchigoda		3 Kudapana
			31 Kodituwakkugoda		4 Mulatiyana
			32 Mukalanyaya		5 Ketiyapa
			33 Pitawalagoda		6 Gammeddagama
			34 Unnunkedeniya		7 Galetumba
			35 Urugamuwa West		8 Nerlampitiya
			36 Ihalagoda		9 Parapamulla
			37 Ihalamulla		10 Deiyandara
			38 Kadurugasdeniya		11 Belpamulla
			39 Lametiya		12 Bamunimulla
Dondra	<i>Wellaboda Pattu.</i>				
	1 Dondra North				
	2 Kapugama West				
	3 Kapugama East				
	4 Dondra South				
	5 Dondra West				
	6 Dondra East				
	7 Wauwa				
	8 Gandara				
	9 Patagama South				
	10 Badalgoda				
	11 Beliwatta				
	12 Danketigoda				
	13 Maragasgoda				
	14 Patagama North				
	15 Ipitakaduwa				
	16 Walpita				

Subdivision.	Villages in Subdivision.	Subdivision.	Villages in Subdivision.	Subdivision.	Villages in Subdivision.
Weligama	33 Kamburugamuwa	Malimboda	12 Kadukanna	Akuressa	11 Minipogoda
	34 Kotawila		13 Walpita		12 Peddapitiya
	35 Kalatiyawa		14 Welandagoda		13 Diyalape
	36 Midigama East		15 Kadduwa		14 Higgoda
	37 Midigama West		16 Horagoda		15 Eramudugoda
	38 Ibbawala		17 Patagama		16 Neraluwa
	39 Kara weediya		18 Dampella		17 Manikgoda
	40 Kudalamulla		19 Mulupella		18 Kilittuwa
	41 Kumbalgama		20 Kekunewala		19 Ketanwila
	42 Galweediya		21 Beruwewala		20 Kohugoda
	43 Parana weediya (Sinhalese)		22 Kotadupe		21 Elepe
	44 Parana weediya (Moor)		23 Maragoda		22 Bangama
	45 Kapparatota		24 Katuwalamulla		23 Kera wabokka
	46 Ponhettimulla		25 Munamalpe		24 Maliduwa
	47 Bengama waduwa		26 Wellana		25 Bopitiya
Malimboda	1 Malimboda I.	Akuressa	27 Uduktawa		26 Galalla
	2 Malimboda II.		28 Beraliyya		27 Nimalawa
	3 Malimboda III.		29 Nape		28 Poramba Kananke
	4 Malimboda IV.		1 Akuressa		29 Udabathgama
	5 Talgahagoda		2 Yakabedda		30 Wahala Kananke
	6 Hunnagala		3 Poramba		31 Paraduwa
	7 Warakapitiya		4 Imbulgoda		32 Pimburawana
	8 Akurugoda		5 Illupella		33 Higatha
	9 Sulutanagoda		6 Ganhela		34 Elgiriya
	10 Ganagama		7 Asmagoda		35 Kiyanduwa
	11 Uninduwela		8 Moragoda		36 Henegama
			9 Marambe		37 Bolapata
			10 Lenema		

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 pursuance of the powers in Us vested by "The Necessaries of War Exportation Ordinance, No. 19 of 1914," and of all other powers Us enabling, do hereby amend Schedule A attached to our Proclamation published in the *Government Gazette* of August 8, 1919, in the manner shown in the schedule to this Proclamation.

Given at Colombo, in the said Island of Ceylon, this Sixteenth day of September, 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.

By adding the following article:—Chillies.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 251 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased, by virtue of the powers vested in him by Clause XIII. of the Royal Instructions dated November 24, 1910, as amended by the Additional Instructions bearing date December 31, 1915, to appoint Mr. WALTER CULPEPPER STANER INGLES, provisionally, subject to HIS MAJESTY THE KING's confirmation or disallowance, to be an Official Member of the Legislative Council of this Island, with effect from September 15, 1919, in the

place of Mr. WILLIAM LORING KINDERSLEY, who has resigned his appointment, and during the absence from the Island of the Hon. Mr. FREDERICK BOWES, C.M.G., or during HIS MAJESTY's pleasure.

By His Excellency's command,

A. S. PAGDEN,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 11, 1919.

No. 252 of 1919.

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

Mr. T. REID to act as Chairman, Municipal Council, and Mayor of the City of Colombo; Local Authority under the Petroleum Ordinance within the limits of the Colombo Municipality; and a Visitor of the Lunatic Asylum at Colombo; and to be, in addition to his own duties, Chairman of the Board of Colombo Improvement Commissioners; and a Member of the Plague Committee, *vice* Mr. R. W. BYRDE, with effect from September 22, 1919, until further orders.

Mr. C. L. TRANCHELL to act, in addition to his own duties, as Inspector-General of Police of the Island, with effect from September 15, 1919, until the resumption of duties by Mr. J. H. DANIEL, or until further orders.

Mr. H. A. BURDEN to act in the office of Assistant at Hambantota to the Government Agent, Southern Province; Commissioner of Requests and Police Magistrate, Hambantota; Additional District Judge, Commissioner of Requests, and Police Magistrate, Tangalla; Assistant Collector of Customs and Master Attendant, Hambantota; Visitor of the Tangalla Prison; Local Authority under the Petroleum Ordinance for the District of Hambantota; and Additional Superintendent of Police and Superintendent of the Jail, Hambantota, with effect from September 18, 1919, until further orders.

Mr. C. A. LA BROOY to act as District Judge and Additional Commissioner of Requests, Kandy, *vice* Mr. F. R. DIAS, on September 13, 1919.

Mr. T. C. VAN ROOYEN to act as District Judge, Nuwara Eliya, and Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, with effect from September 15, 1919, until the assumption of duties by Mr. C. W. BICKMORE.

Mr. F. E. LA BROOY to act as Additional Police Magistrate, Tangalla, on September 19, 1919.

Mr. S. F. NAGAPPER to act as District Judge, Commissioner of Requests, and Police Magistrate, Batticaloa, *vice* Mr. C. COOMARASWAMY, from September 24, 1919, to October 4, 1919.

Mr. J. KADRAMATAMBY to act as District Judge, Commissioner of Requests, and Police Magistrate, Batticaloa, *vice* Mr. C. COOMARASWAMY, from October 5 to 12, 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 September 18 to 21, 1919, or until the resumption of duties by that officer.

Mr. R. G. SAUNDERS to be, in addition to his own duties, Additional Joint Police Magistrate, Colombo, on September 17, 1919.

Mr. F. C. GIMSON to be, in addition to his own duties, Assistant Provincial Registrar, North-Central Province, and Additional Assistant Superintendent of the Police, Anuradhapura.

Mr. C. D. SPARKES to be a Justice of the Peace and Unofficial Police Magistrate for the District of Ratnapura, *vice* Mr. F. LUSHINGTON.

Mr. J. PATTERSON to act as a Justice of the Peace and Unofficial Police Magistrate for the District of Ratnapura during the absence of Mr. A. J. INGRAM on leave.

Mr. W. G. BERRY to be a Justice of the Peace and Unofficial Police Magistrate for the District of Ratnapura.

Mr. E. MABERLEY BYRDE to be a Justice of the Peace and Unofficial Police Magistrate for the District of Ratnapura, *vice* Mr. L. F. W. BAKER on leave.

Mr. G. GEDDES to be a Visitor of the Rakwana Hospital, *vice* Mr. G. W. GREENSHIELDS on leave.

Mr. E. H. MELLOR to be a Visitor of the Balangoda Hospital, *vice* Mr. E. E. MEGGET on leave.

F. R. ALLEYNE BROWNE to be an Unofficial Visitor of the Kitulgala Hospital.

Mr. G. L. RANASINGHE to be an Inquirer for the North-Central Province, *vice* Mr. J. G. DE W. TILLEKERATNE.

By His Excellency's command,

A. S. PAGDEN,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 19, 1919.

No. 253 of 1919.

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

To be Major.

Captain SAMUEL CHELLIAH PAUL.

To be Captain.

Lieutenant JOHN WILLIAM RAJATURAI ROCKWOOD.

By His Excellency's command,

A. S. PAGDEN,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 18, 1919.

No. 254 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Supply and Transport Corps of the Ceylon Defence Force :—

Mr. CHARLES ERNEST SHERWIN to be Second Lieutenant, *vice* Mr. W. H. SMALLWOOD on leave.

By His Excellency's command,

A. S. PAGDEN,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 17, 1919.

No. 255 of 1919.

HEADS of Departments are hereby authorized to accept the signature of Mr. C. E. SHERWIN on behalf of Major OSMUND TONKS, Officer Commanding, Supply and Transport Corps, during the absence of the latter from the Island or until further orders.

By His Excellency's command,

A. S. PAGDEN,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 17, 1919.

No. 256 of 1919.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned persons to be Assessors for the town and gravets of Trincomalee for the year 1920, under the provisions of section 5 of Ordinance No. 7 of 1866 :—

Mr. K. SUBRAMANIAM.

Mr. V. SIVASEGARAM.

Mr. K. VELUPPILLAI.

By His Excellency's command,

A. S. PAGDEN,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, September 16, 1919.

APPOINTMENTS, &c., OF REGISTRARS.

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

EKANAYAKA MUDIYANSELEGEDARA UKKU BANDA provisionally as Registrar of Births and Death and of Marriages (Kandy and General) of Pata Hewaheta No. 2 division, in the Kandy District of the Central Province, with effect from September 18, 1919, *vice* **W. M. APPUHAMI**, retired. His office will be at Totantwalawatta in Kapuliadda.

SANTIAGOPILLAI PILAS provisionally as Registrar of Births and Deaths and of Marriages (General) of Akkarai pattu north division, in the Puttalam District of the North-Western Province, with effect from September 29, 1919, *vice* Registrar, **B. C. MARCELES**, discontinued. His office will be at Mudaliyartoddam in Mampuri, and station at Chekkaditoddam in Etalai.

KANDELEKAMALAGE HEENHAMI to act as Registrar of Births and Deaths of Madola division, and of Marriages (Kandy and General) of Meda korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three months, with effect from September 10, 1919, *vice* Registrar, **K. L. CHANDANAHAMI**, on leave. His office will be at the permanent Registrar's Office in Opanake.

WAHALAKADA WALAWWE RATNAYAKA MUDIYANSELAGE PUNCHI NILAME RATNAYAKA to act as Registrar of Births and Deaths of Meda pattuwa division, and of Marriages (Kandy and General) of Galboda and Kinigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, for three months, with effect from September 15, 1919, *vice* Registrar, **W. KIRI BANDA**, on leave. His office will be at Hondenigodawatta in Mawana.

By His Excellency's command,

Colonial Secretary's Office, A. S. PAGDEN,
Colombo, September 15, 1919. Acting Colonial Secretary.

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

The Additional Assistant Provincial Registrar, Kandy District, has appointed **WIJEKOON MUDIYANSELE MUDIYANSE** to act as Registrar of Births and Deaths and of Marriages (General) of Pata Hewaheta No. 2 division, in the Kandy District of the Central Province, for twenty-six days from August 15, 1919, during the absence of the Registrar, **W. M. APPUHAMI**, retired. His office will be at Wijekoon Mudiyanselegedara in Godamunna.

The Additional Assistant Provincial Registrar, Kandy District, has appointed **PILIMATALAWWE MADURAWE WALAWWE LOKU BANDA** to act as Registrar of Births and Deaths and of Marriages (General) of Udapalata No. 3 division, in the Kandy District of the Central Province, for seventeen days from August 29, 1919, during the absence of the Registrar, **A. R. D. S. S. TIKIRI BANDA**, dismissed. His office will be at Walakadawatta in Kobbewala.

The Additional Assistant Provincial Registrar, Central Province, has appointed **WIJEKOON MUDIYANSELE MUDIYANSE** to act as Registrar of Births and Deaths and of Marriages (General) of Pata Hewaheta No. 2 division, in the Kandy District of the Central Province, for September 10, 1919, during the absence of the Registrar, **W. M. APPUHAMI**, retired. His office will be at Wijekoon Mudiyanselegedara in Godamunna.

The Additional Assistant Provincial Registrar, Central Province, has appointed **EKANAYAKA MUDIYANSELEGEDARA UKKU BANDA** to act as Registrar of Births and Deaths and of Marriages (General) of Pata Hewaheta No. 2 division, in the Kandy District of the Central Province, for seven days from September 11, 1919, during the absence of the Registrar, **W. M. APPUHAMI**, retired. His office will be at Totanuwalawatta in Kapuliadda.

The Additional Assistant Provincial Registrar, Kandy District, has appointed **WATUPOLA KANDURE BANDARALAYE DORANEGAMA HIN BANDA SENEVIRATNA** to act as Registrar

of Births and Deaths and of Marriages (General) of Harispattu No. 1 division, in the Kandy District of the Central Province, for ten days from September 17, 1919, during the absence of the Registrar, **T. B. SENEVIRATNA**, on leave. His office will be at Alutwalawwa in Doranegama.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed **HERAT MUDIYANSELAGE PUNCHIRALA DHARMAWARDENE** to act as Registrar of Births and Deaths of Udapane division, and of Marriages (General) of Kotmale division (excluding the portion included in the gravets division), in the Nuwara Eliya District of the Central Province, for thirty days from September 5, 1919, during the absence of the Registrar, **B. M. PUNCHIRALA**, on leave. His office will be at Niyangandera.

The Assistant Provincial Registrar, Galle, has appointed **ABRAHAM WIJESINHA** to act as Registrar of Births and Deaths of Diviture division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for September 11, 1919, during the absence of the Registrar, **A. H. WIJESINHA**, on leave. His office will be at Pallegederawatta in Mimeduma.

The Additional Assistant Provincial Registrar, Matara, has appointed **JOHN PERERA MIHINDUKULASEKARA WIJEYADORU** to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for two days from September 10, 1919, during the absence of the Registrar, **P. P. M. WIJEYADORU**, on leave. His office will be at Dingimarakkalagewatta in Gandara.

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 two days from September 11, 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, Hambantota, has appointed **DON MOWLIS WIJESEKARA DISSANAYAKA** to act as Registrar of Births and Deaths of Paranagama palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for six days from September 11, 1919, during the absence of the Registrar, **C. A. WIRASINHA**, on leave. His office will be at Bulugahawatta alias Walauwewatta in Welipitiya.

The Assistant Provincial Registrar, Jaffna District, has appointed **RAMALINGAM SUPPIRAMANIAM SABAPATHIPILLAI** to act as Registrar of Births and Deaths of Chavakachcheri division, and of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for thirty days from September 5, 1919, during the absence of the Registrar, **R. SUPPIRAMANIAM**, on leave. His office will be at Punnankenivalavu in Chavakachcheri; station: Koddaiodumadduwalavu in Sarasalai.

The Assistant Provincial Registrar, Jaffna District, has appointed **CHRISTOPPILLAI ANTONIPPILLAI** to act as Registrar of Births and Deaths of Chempiyan pattu division, in the Jaffna District of the Northern Province, for ten days from September 8, 1919, during the absence of the Registrar, **C. JOACHIMPILLAI**, on leave. His office will be at Kadalkaramanavalavu in Marutankeny; station: Urippiddy in Vattirayan.

The Assistant Provincial Registrar, Trincomalee, has appointed **IRAMANATHAPILLAI SAPAPATHIPILLAI** to act as Registrar of Births and Death of Tamblegam West division, in the Trincomalee District of the Eastern Province, for two weeks from September 10, 1919, during the absence of the Registrar, **S. W. KALIAPPU**, on leave. His office will be at Udaiyavalavu in Paddimedu.

The Assistant Provincial Registrar, Kurunegala, has appointed **CHANDRASEKARA MUDIYANSELAGE LOKU BANDA** to act as Registrar of Births and Deaths of Madure korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western

Province, for fourteen days from September 9, 1919, during the absence of the Registrar, R. B. BOYAGODA, on leave. His office will be at the permanent Registrar's residence at Paragoda.

The Additional Assistant Provincial Registrar, Puttalam, has appointed JAMES GREGORY KROON to act as Registrar of Births and Deaths of Kalpitiya town division, in the Puttalam District of the North-Western Province, for one week from September 3, 1919, during the absence of the Registrar, Dr. C. A. ANANDAPPA, on other duty. His office will be at the Outdoor dispensary, Kalpitiya.

The Assistant Provincial Registrar, Province of Uva, has appointed EDWARD JOSEPH RATNAYAKE to act as Registrar of Births and Deaths of Dambagalla division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for twenty days from September 11, 1919, during the absence of the Registrar, R. A. M. KIRI BANDA, resigned. His office will be at the Schoolroom, Dambagalla.

The Provincial Registrar, Ratnapura, has appointed JOHN WILLIAM ARTHUR PERERA to act as Registrar of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for eighteen days from September 13, 1919, *vice* Registrar,

D. L. DHARMAWARDANA, transferred. His office will be at the Land Registry Office, Ratnapura.

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

Registrar-General's Office, N. W. MORGAPPAN,
Colombo, September 16, 1919. Acting Registrar-General.

IT is hereby notified that VELAUTHAR RAMALINGAM ARULAMPALAM, Registrar of Marriages of Trincomalee town and gravets, in the Trincomalee District of the Eastern Province, will, with effect from October 1, 1919, hold his office at Sandrasegaravasa in Division No. 2, Trincomalee, instead of at Karuvalvalavu in Division No. 2, Trincomalee, as notified in the *Government Gazette* No. 6,578 of August 29, 1913.

Registrar-General's Office, W. L. KINDERSLEY,
Colombo, September 13, 1919. Registrar-General.

GOVERNMENT NOTIFICATIONS.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

REGULATION made by the Sanitary Board of the Galle District, Southern Province, under section 9 B (2) of "The Small Towns Sanitary Ordinance, 1892," and confirmed by the Governor in Executive Council, in substitution for regulation U 8 of the regulations published by Notification dated April 27, 1911, for the towns of Ambalangoda and Dodanduwa and by Notification dated July 26, 1914, for the town of Hikkaduwa.

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

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

REGULATION REFERRED TO.

Any person committing a nuisance by passing excrement or urine on the seabeach, public roads, or any public place shall be guilty of an offence.

License by the Governor.

THE Governor, in pursuance of the powers reserved in the Trading with the Enemy Proclamations, and of all other powers thereunto him enabling, does hereby give and grant license to all persons and bodies of persons resident, carrying on business, or being in Ceylon, to trade and have commercial and financial transactions with persons or bodies of persons resident or carrying on business in Arabia.

Provided always that any license necessary in respect of any transactions under any prohibition of export or prohibition of import for the time being enforced in Ceylon is first obtained.

Provided also that this license shall not permit any person or bodies of persons to pay to or for the benefit of any person or body of persons resident or carrying on business in Arabia any sum of money which, by the terms of "The Enemy Property Ordinance, No. 23 of 1916," and any Ordinance amending the same, is required to be paid to the Custodian of Enemy Property appointed under "The Enemy Firms Liquidation Ordinance, No. 20 of 1916," but such sum of money must be paid to the said Custodian.

Provided further that this license shall not permit any person or body of persons to pay or deliver any sum of money or property which is or but for the war would have been due or deliverable to any person or body of persons resident or carrying on business in Arabia in respect of transactions entered into before the outbreak of the war.

Given at Colombo, in the Island of Ceylon, this Sixteenth day of September, 1919.

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

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

THE following shall be inserted as regulation 1 (1) (b) in "The Defence of the Colony Regulations, 1919," instead of regulation 1 (1) (b), published in the *Government Gazette Extraordinary* of June 9, 1919:—

(1) (b) Mr. T. Reid, Acting Mayor of Colombo, shall be, in addition to his own duties, as regards the Colombo Municipal area, Deputy Food Controller for the said area, as and from September 22, 1919, and as such may exercise all the powers of the Food Controller under these regulations, subject, however, to the direction of the Food Controller.

Colonial Secretary's Office,
Colombo, September 19, 1919.

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

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

IT is hereby notified that His Excellency the Governor, with the advice of the Executive Council, and in pursuance of the provisions of "The Estate Duty Ordinance, No. 8 of 1919," has been pleased to make the following rules.

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

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

RULES.

1. *Short title.*—These rules may be cited as the Estate Duty Rules of 1919:

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

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

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

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

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

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

6. *Address of Service ; Service by Post.*—Every account and statement furnished shall be headed with the address for service at which the person accountable under the said Ordinance, or the proctor acting on behalf of such person, may be served by the Commissioner with any notice which the Commissioner may require, or authorize to be delivered to such person accountable or his or her proctor. Any such notice may be given or served by the Commissioner by sending the same through the post addressed to such person accountable or his or her proctor at the address for service named as aforesaid.

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

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

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

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

When any form provides that a schedule or statement may or shall be annexed thereto, the full particulars relating to the items to which such schedule or statement is to relate

shall be fully set forth in a schedule to be numbered and annexed to the form ; and such schedule shall be verified by a declaration to be made by the person furnishing such form.

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

SCHEDULE.

Ceylon.

Commissioner of Stamps
Form No. 1

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

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

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

In the Estate of —.

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

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

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

The Statement B hereto annexed is a true statement of the deceased's funeral expenses ; and of the debts or encumbrances incurred or created by him *bona fide* for full consideration in money or money's worth, wholly for the deceased's own use and benefit, which debts were due from the deceased at the time of his death, without any right of reimbursement from any other estate or person ; and also of such other deductions as may properly be claimed under sub-sections (2), (3), and (4) of section 17 of the Ordinance.

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

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

The Account C hereto annexed is a full and true account of the property of the deceased situate outside the Colony, so far as it is not included in Statement A hereto annexed, and the value of such property at the time of death was Rs. — to the best of my knowledge, information, and belief.

The Schedule D ² hereto annexed contains, as regards the property included in the Statement A hereto annexed, the true value of the interest of each person in the property of the deceased separately stated, and the aggregate amount of the deductions in Statement B hereto annexed is accurately apportioned between the several persons in proportion to their several interests in such schedule.

Sworn by the above-named
at —, this — day of —, 19—, Declarant.

Before me: —.

Sworn by the above-named
at —, this — day of —, 19—, Declarant.

Before me: —.

¹ Strike out what is not necessary.² This schedule need not be filled up where the executor elects to pay the duty in respect of the entire estate in terms of section 19 (1) of the Ordinance.

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

Statement A.

Particulars of Property.*	Value of Property at Date of Death of the Deceased.	
	Rs.	c.
Total ...		

(Here sign this account) _____

* N.B.—(1) For the definition of the term “property,” see section 2 of Ordinance No. 8 of 1919. Movable and immovable property should be separately shown.

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

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

(4) Other property not subject to duty should be set out on a separate sheet.

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

Statement B.

Rs. c.

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

Total ... _____

(Signed) _____

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

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

Account C.

Property of the Deceased situate outside the Colony.

Particulars of Property and Situation.	Estimated Value at Date of Death.	
	Rs.	c.

(Signed) _____

Schedule D.

Classification of Property.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Name of each Person to whom the Property or a Share or Interest in the Property passes.	Description of Property, &c., passing to each Person.	The Nature of the Interest of each Person, whether Absolute, for Life, or by Way of Annuity, or in Reversion.	Gross Value of each Person's Interest.	Apportioned Deductions.	Nett Value.	Rate of Estate Duty.
			Rs. c.	Rs. c.	Rs. c.	Rs. c.

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

Assessment of Duty and Memorandum of Amount of Duty.

Ceylon.

Commissioner of Stamps
Form No. 2

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

Form B.—Statement and Declaration to be made by the Person accountable for Estate Duty other than the Executor.

(Section 21 (4) and Section 24 (2) of Ordinance No. 8 of 1919.)

In the Estate of _____

I (or We¹), being the person or persons¹ to whom property has passed for a beneficial interest in possession (or as a trustee or trustees, or as a guardian or guardians, or as a person or persons in whom an interest in the property or the management thereof is vested, or as a person or persons in whom the property is vested by alienation, or by² _____) and accountable for the estate duty on such property so far as not paid by the executor, do solemnly, sincerely, and truly declare and affirm (or make oath and say) as follows :—

The Statement A hereto annexed is a true and full statement of the particulars of the beneficial interest in the property¹ (or of the extent of the property actually received or disposed of by me (or us) as a trustee or trustees, or as a guardian or guardians, or as a person or persons in whom an interest in the property or the management thereof is vested, or as a person or persons in whom the property is vested by alienation, or by² _____ passing to me (or us) on the death of the above-named _____, of _____, who died on the _____, at _____, domiciled in _____.

The deceased left a/no will, of which I (or We¹) herewith exhibit a certified copy.

The value at date of death of the deceased of the said beneficial interest (or of the property actually received or disposed of by me/us as a trustee or trustees, or as a guardian or guardians, or as a person or persons in whom an interest in the property or the management thereof is vested, or as a person or persons in whom the property is vested by alienation, or by² _____) is Rs. _____ to the best of my knowledge, information, and belief.

And I (or We¹), being desirous of paying the duty in respect of the property for which I (We¹) am (are¹) accountable, do further solemnly and sincerely declare as follows :—

The Statement B hereto annexed is a true and full statement to the best of my (our¹) knowledge and belief of all property passing on such death and the several persons entitled thereto.

Sworn by the above-named _____ at _____, this _____ day of _____, 19____.

Declarant

Before me : _____

Sworn by the above-named _____ at _____, this _____ day of _____, 19____.

Declarant

Before me : _____

¹ Strike out what is not necessary.

² Here describe how otherwise title is derived.

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

Statement A.
(Section 21 (4).)

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

Note.—Movable and immovable property should be shown separately.

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

Statement B.
Classification of Property.
(Section 24 (2).)

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

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

Assessment of Duty and Memorandum of Amount of Duty.
(Section 24 (2).)

Ceylon. Commissioner of Stamps Form No. 3

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

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

- I, — make oath and say (or solemnly, sincerely, and truly affirm and declare) as follows:—
- (insert name of deceased) died on the —.
- A statement and declaration were duly delivered and a certificate of payment or bond for payment of estate duty was filed on the —. The original declaration was dated the —.
- The executor of the deceased has paid debts (including funeral expenses) which might have been, but were not, deducted when the inventory was delivered, and the deductions would have caused a less duty to be paid than was actually paid.
- The particulars and amounts of such debts are stated in the Statement A annexed hereto.
- The proper vouchers are scheduled herewith.
- The aggregate amount of such debts is Rs. —, and the apportionment¹ thereof between the several persons according to the values of their interests is as follows:—
(In this space the necessary corrections of the schedule in the statement and declaration and the amount of duty should be shown.)
- The aggregate amount of the duty as corrected above is Rs. —, and the difference between this amount and the sum of Rs. — previously paid for duty is Rs. —.

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

Declared (or sworn) by the above-named at —, this — day of —, 19—, Declarant.

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

¹ The apportionment need not be shown in a case where the executor elects to pay the duty on the entire estate.

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

Statement A.
(Section 28.) Rs. c.

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

Total

(Signed) —

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

Ceylon. Commissioner of Stamps Form No. 4

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

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

In the Estate of —, deceased.

- I (or We¹), —, do make oath and say (or solemnly, sincerely, and truly affirm and declare) as follows:—
- (name of deceased), late of —, died on —.
- A statement and declaration were duly delivered and verified, and the certificate of payment or bond for payment of estate duty thereon was filed on —.
- It has been discovered, since the making of the declaration before mentioned as to the value of the property on which estate duty has been paid, that that value exceeds the true value of the property subject to estate duty on the death of the said deceased.
- The corrected particulars and value of the property are now properly shown in the account annexed marked A.
- ² The amended distribution of the property and apportionment of the debts according to the interests of each beneficiary are shown in the schedule annexed marked B.³
- The circumstances in which discovery was made are as follows:—
- I (or We¹) claim the return of the amount of duty overpaid, less a discount of 2½ per cent., viz., Rs. —.
Declared by the above-named — at —, this — day of —, 19—, Declarant.

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

- Strike out what is not necessary.
- Strike out if not necessary.
- This schedule need not be filled up in a case where the executor elects to pay the duty on the entire estate.

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

Account A.

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

(Here sign this account) —

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

Schedule B.

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

Ceylon.

Commissioner of Stamps
Form No. 5

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

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

In the Estate of —, deceased.

- I (or We ¹), —, of —, do make oath and say (or solemnly, sincerely, and truly affirm and declare) as follows:—
- (name of deceased), of —, died on —, at —.
- A statement and declaration were duly delivered, and a certificate of payment or bond for payment of estate duty was filed on —.
- The value mentioned in the certificate was Rs. —.
- It has since been brought to my (our ¹) notice that the property subject to estate duty on the death of the deceased was of greater value than that on which estate duty was originally computed.
- The annexed account marked A shows the true value of such property and the amount of duty chargeable accordingly, viz., Rs. —.
- The amount which, with the duty previously paid on the original declaration of such property, sufficient to cover the duty chargeable according to the true value thereof, as shown in the preceding paragraph, is Rs. —, and the interest on such amount, at the rate of 4 per cent. per annum from the date of the last payment in respect of such estate duty is Rs. —.
- The above application is made within six months from the date of my having ascertained the true value of the estate, and which was only ascertained by me on or about the — day of —, 19—.

Declared (or sworn) by the above-named at —, this — day of —, 19—. Declarant.

Before me: —.

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

¹ Strike out what is not necessary.

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

Statement A.

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

(Here sign the account) —

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

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

Ceylon.

Commissioner of Stamps
Form No. 6

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

Form F.—Certificate that Estate Duty has been paid or is not payable.

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

I hereby certify that the statement and declaration in the estate of —, deceased, who died domiciled at —, on the — day of —, 19—, have been duly delivered, the estate duty has been paid (or no estate duty is payable¹ or has been paid under protest¹, or the payment of such estate duty by instalments has been secured to the satisfaction of the Commissioner of Stamps by way of hypothecation of immovable property¹, and that the value of the property on which estate duty is payable, as shown by the statement, is ² Rs. —.

Dated this — day of —, 19—.

Commissioner of Stamps or
Proper Officer.

To the District Judge of —.

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

¹ Strike out what is not necessary.

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

Ceylon.

Commissioner of Stamps
Form No. 7

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

Form G.—Bond of Hypothecation under Sub-section (2) of Section 23 of the Estate Duty Ordinance of 1919.

Know all men by these presents that I (or We ¹), —, executor or administrator of —, and — of —, and — of —, sureties, are held and firmly bound to Our Sovereign Lord King George the Fifth, His Heirs and Successors, in the sum of — Rupees, to be paid to Our said Lord the King, His Heirs and Successors, for which payment to be well and truly made we bind ourselves and each of us, our heirs, executors, and administrators jointly and severally by these presents, hereby renouncing —.

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

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

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

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

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

Name: —
Address: —
Occupation: —

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

Name: —
Address: —
Occupation: —

¹ Strike out what is not necessary.

Commissioner of Stamps
Form No. 8

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

Form H.—Notice of Assessment of Estate Duty.

No. —.

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

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

The value of the property upon which such duty has been assessed amounts to Rs. —.

Commissioner of Stamps.

To —.

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

Commissioner of Stamps
Form No. 9

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

Form I.—Notice under Section 25 (1).

No. —.

In the Estate of —, of —, deceased.

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

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

Commissioner of Stamps.

To —.

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

Reverse side.

Points on which information and explanations are required.

Matters in respect of which evidence is to be produced.

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased to repeal the Notification dated August 29, 1919, appearing in *Government Gazette* No. 7,048 of August 29, 1919, relating to the outbreak of cholera in Magam pattu of the Hambantota District.

Colonial Secretary's Office,
Colombo, September 19, 1919.

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

THE following copies of publications are for sale at the Colonial Secretary's Office Library:—

Annual Report of the Sanitary Commissioner of India, 1913.
Annual Report of the Sanitary Commissioner of India, 1914.
Annual Report of the Sanitary Commissioner of India, 1916.
Annual Report of Civil Hospitals and Dispensaries, Madras, 1909.
Annual Report of Civil Hospitals and Dispensaries, Madras, 1914.
Report on Public Instruction in Bengal, 1912-1913.
Report on Public Instruction in Bengal, 1913-1914.
Report on Public Instruction in Bengal, 1914-1915.
Report on Public Instruction in Bengal, 1914-1915 (Supplement).
Report on Public Instruction in Madras, 1912-1913.
Report on Public Instruction in Madras, 1913-1914.
Report on Public Instruction in Madras, 1914-1915.
Report on Education, East Bengal and Assam, 1911-1912.
Tropical Diseases Bulletin, Vol. 2, 1913 (2 copies).
Tropical Diseases Bulletin, Vol. 12, No. 3, 1918.
Tropical Diseases Bulletin, Vol. 12, No. 5, 1918.
Tropical Diseases Bulletin, Vol. 12, No. 6, 1918.

Also a miscellaneous lot of other publications.

Colonial Secretary's Office,
Colombo, September 17, 1919.

A. S. PAGDEN,
Acting Colonial Secretary.

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 "The Enemy Property (Amendment) 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 or held or managed for an enemy subject, and may confer on the Custodian such power of selling or otherwise dealing with such property as to the Governor in Executive Council may seem proper:

And whereas the property enumerated in the schedule hereto belongs to Garlich Wilhelm Suhren, an enemy subject, and it appears expedient to vest the said property in the 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 said property is vested in the Custodian of Enemy Property.

By order of His Excellency the Governor in Executive Council, this Eighteenth day of September, 1919.

JOHN SCOTT,
Clerk to the Executive Council.

SCHEDULE.

All the right, title, and interest of the said Garlich Wilhelm Suhren in five separate sums of Rs. 100 each lent by the said Garlich Wilhelm Suhren to the Colombo Club, Colombo, on the terms contained in five receipts given by the Secretary of the said Club, numbered 285, 287, 288, 289, and 290, respectively, and dated the Twenty-third day of October, 1902.

THE following Army Order dated May 9, 1919, containing a Royal Warrant of May 8, 1919, respecting the grant of a war gratuity to Members of Queen Alexandra's Imperial Military Nursing Service Reserve, Territorial Force Nursing Service, Nurses in Military Families' Hospitals, Voluntary Aid Detachment Nursing Members, Special Military Probationers, and Assistant Nurses, is published for the information of any Army Nurses resident in Ceylon:

By His Excellency's command,

A. S. PAGDEN,
Acting Colonial Secretary.

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

ARMY ORDER.

2/Gen. No. 762.

War Office, May 9, 1919.

Royal Warrant.

IV.—*War Gratuity for Members of Queen Alexandra's Imperial Military Nursing Service, Queen Alexandra's Imperial Military Nursing Service Reserve, Territorial Force Nursing Service, Nurses in Military Families' Hospitals, Voluntary Aid Detachment Nursing Members, Special Military Probationers, and Assistant Nurses.*

GEORGE R.I.

WHEREAS We desire to recognize the War Service of Members of Our Military Nursing Services.

Our will and pleasure is that gratuities, as laid down in paragraphs 2 and 3 of the appended schedule, shall be issued to all members of Our Queen Alexandra's Imperial Military Nursing Service, and of the Permanent Nursing Establishment of Our Military Families' Hospitals; and gratuities, as in paragraphs 4 and 5 of the appended schedule, shall be issued to all members of Our Queen Alexandra's Imperial Military Nursing Service Reserve and Territorial Force Nursing Service in lieu of those laid down in Article 735 of Our Warrant of December 1, 1914, for pay, &c., of Our Army, and paragraph 23 of Appendix XXIII. of the Regulations for Our Territorial Force. The rates shown in the afore-mentioned article and paragraph are amended accordingly for the present war.

Gratuities, as in paragraphs 4 and 5 of the appended schedule, shall be issued to the temporary Nursing Staff of Our Military Families' Hospitals.

And whereas We deem it expedient to recognize the war services of Voluntary Aid Detachment Nursing Members, employed in Military hospitals and paid from Army Funds, Special Military Probationers and Assistant Nurses.

Our further will and pleasure is that a special gratuity shall be issued to them at the rates shown in paragraph 6 of the appended schedule.

Given at Our Court at St. James's, this 8th day of May, 1919, in the 10th year of Our Reign.

By His Majesty's command,
WINSTON S. CHURCHILL.

SCHEDULE.

1. Subject to the other conditions laid down below, war service for the purpose of this Warrant shall be service within periods beginning from August 4, 1914, inclusive, and ending at the date of the termination of the war as defined by statutory authority or August 3, 1919, whichever comes first.

2. The minimum gratuity payable to a member of the Queen Alexandra's Imperial Military Nursing Service, or of the permanent Nursing Establishment of the Military Families' Hospitals in respect of war service, shall be as follows:—

	£
Staff Nurse—	} Queen Alexandra's Imperial Military Nursing Service
Sister	
Matron	
Charge Nurse—	} Military Families' Hospitals
Matron	
Principal Matron	45
Matron-in-Chief	75

3. Members of the Queen Alexandra's Imperial Military Nursing Service and Permanent Nursing Establishment of Military Families' Hospitals, who have completed more than one year's war service as defined in paragraph 1, will receive

in addition the following sums in respect of each additional month or portion of a month for such war service, subject to a maximum addition of 48 such increments:—

- (a) If with any service overseas as defined by the Army Council, 1*l.*
- (b) If with no such service, the monthly increments shall be reckoned at half the above rate, viz., 10*s.*

4. The minimum gratuity payable to members of the Queen Alexandra's Imperial Military Nursing Service Reserve, Territorial Force Nursing Service, and the Temporary Nursing Staff of Military Families' Hospitals shall be:—

	£
Staff Nurse—Queen Alexandra's Imperial Military Nursing Service Reserve and Territorial Force Nursing Service	} 20
Charge Nurse—Military Families' Hospitals	
Sister—Queen Alexandra's Imperial Military Nursing Service Reserve and Territorial Force Nursing Service	} 30
Matron—Military Families' Hospitals	
Assistant Matron	} Queen Alexandra's Imperial Military Nursing Service Reserve and Territorial Force Nursing Service
Acting Matron	
Matron	

5. Members of the Queen Alexandra's Imperial Military Nursing Service Reserve, Territorial Force Nursing Service, and Temporary Nursing Staff of Military Families' Hospitals, who have completed more than one year's war service as defined in paragraph 1, will receive in addition the sum of 10*s.* in respect of each additional month or portion of a month for such war service, whether given at Home or Abroad, subject to a maximum addition of 48 such increments. Where the rates of gratuity issuable under Article 735, Pay Warrant, and paragraph 23, Appendix XXIII., Territorial Force Regulations, before amendment by the above Royal Warrant are more beneficial, members of the above Nursing Services will be eligible to draw the more advantageous rate. This as a rule will only apply in cases of ranks above that of Sister with four or more years' service.

6. The minimum gratuity for Voluntary Aid Detachment Nursing Members, Special Military Probationers, and Assistant Nurses, who have been employed in Military hospitals and paid from Army Funds, will be 10*l.* in each case with an increment at the same rate and under the same conditions as laid down in paragraph 5 above for members of the Queen Alexandra's Imperial Military Nursing Service Reserve, Territorial Force Nursing Service, and Temporary Nursing Staff of Military Families' Hospitals.

7. The issue of the gratuities as laid down in paragraphs 2, 3, 4, 5, and 6 will be with retrospective effect from August 4, 1914, and gratuities already received under Article 735 of the Pay Warrant and paragraph 23 of Appendix XXIII., Territorial Force Regulations, will be deducted from any gratuities issuable under this Warrant.

8. Gratuities will not be issuable under this Warrant in the case of a member of the Queen Alexandra's Imperial Military Nursing Service and Permanent Nursing Establishment of Military Families' Hospitals—

- (a) Whose service are dispensed with or who resigns her appointment for misconduct or for other causes which, in the opinion of the Army Council, disqualify her from the grant of a gratuity.
- (b) Who, prior to November 11, 1918, voluntarily resigned her appointment after less than two years' service.
- (c) Who is granted a first appointment subsequent to the date of this Warrant.

9. The issue of gratuities under this Warrant to members of the Queen Alexandra's Imperial Military Nursing Service Reserve, Territorial Force Nursing Service, and Temporary

Nursing Staff of Military Families' Hospitals, will be subject to the same conditions as those already obtaining; these conditions will also govern the issue of the gratuity to Voluntary Aid Detachment Nursing Members, Special Military Probationers and Assistant Nurses.

10. The gratuity will be subject to Articles 8 and 22 of the Pay Warrant.

11. Rank for the purposes of this Warrant will be subject to such definition as may be provided by the Army Council.

Army Council's Instructions.

1. The rank which will determine the minimum gratuity issuable will be the actual substantive or acting rank for which pay is drawn by the nurse on the termination of her war service or, in the case of those serving beyond November 11, 1918, on that date if higher.

Acting rank specifically granted without pay and allowances of the rank will not entitle the holder to the higher rate of gratuity for such rank.

2. For the purpose of paragraphs 2 to 6 of the schedule all war service on full pay in the Imperial Forces shall be reckoned. Any periods for which retired pay has been drawn will not reckon.

3. Except as provided in paragraph 4 below a member of the Queen Alexandra's Imperial Military Nursing Service or Permanent Nursing Establishment of the Military Families' Hospitals, who has at any time during her war service embarked for service overseas outside the United Kingdom, the Channel Islands, or the Isle of Man, will be considered for the purpose of the war gratuity as having served overseas.

4. A member of the Queen Alexandra's Imperial Military Nursing Service or Permanent Nursing Establishment of the Military Families' Hospitals, employed at the War Office or elsewhere at Home who, while remaining on the strength of the War Office or Home Command, has paid visits on special duties to an Expeditionary Force or a station abroad, will not be considered by reason of such visits to have served overseas.

5. A member of the Queen Alexandra's Imperial Military Nursing Service or Permanent Nursing Establishment of the Military Families' Hospitals, who has served on the staff of a hospital ship or transport proceeding to or from a port outside the United Kingdom, the Channel Islands, or the Isle of Man, will be considered for the purpose of this Warrant to have served overseas, notwithstanding that she has remained on the strength of a unit at Home.

6. The method of issue of gratuities under this warrant will be as follows:—

Queen Alexandra's Imperial Military Nursing Service and Nurses on Permanent Nursing Establishment of Military Families' Hospitals.

Issue will be made by the Paymaster in whose payment the nurse is at the termination of her war service. The claim will be preferred on Army Form W 5081, suitably amended in manuscript. In the case of a nurse who has been in the payment of more than one Paymaster, the Paymaster by whom the gratuity is issuable will refer back to the preceding paying authority for particulars as to the periods during which full pay was issued.

Queen Alexandra's Imperial Military Nursing Service Reserve, Territorial Force Nursing Service and Temporary Nursing Staff of Military Families' Hospitals.

As explained in paragraph 9 of the schedule, the conditions governing entitlement remain unaltered, the only change made being in the rate. Consequently the method of issue will remain as at present. Nurses who have drawn a gratuity under Article 735, Pay Warrant, or paragraph 23, Appendix XXIII., Territorial Force Regulations, should apply to the Paymaster by whom the former gratuity was issued for further issue under this Warrant.

Voluntary Aid Detachment Nursing Members, Special Military Probationers and Assistant Nurses.

These will claim on Army Form W 3165 or 3165A (suitably amended), as in the case of Queen Alexandra's Imperial Military Nursing Service Reserve and Territorial Force Nursing Service. The claims of Voluntary Aid Detachment Nursing Members will not be sent to the Matron-in-Chief, War Office, as will the claims of Special Probationers and Assistant Nurses. They will be sent for completion to the Joint Voluntary Aid Detachment Committee, 52, Grosvenor Gardens, S.W., where their records of service are kept. The Committee will complete the Army Form W 3165, and pass to the appropriate Command Paymaster for payment.

7. Every member of the Queen Alexandra's Imperial Military Nursing Service and Permanent Nursing Establishment of Military Families' Hospitals, who is eligible for the gratuity must apply forthwith on Army Form W 5081. The Army Form when completed should be forwarded to the Paymaster who issues the nurses' pay. The gratuity will become payable immediately after the dates prescribed in paragraph 1 of the schedule, but in the case of those who have relinquished their appointments prior to the dates prescribed in paragraph 1 of the schedule, the gratuity will be issued only on authority from the War Office in each case.

In order to obviate any delay in payment of the gratuity, issue will be made by the paying authority on the nurse's own certificate on the Army Form as to service overseas and other qualifying service. The Army Form will be attached as a voucher to the account in which the charge for the gratuity appears, in order that the statements may be verified.

Nurses of Queen Alexandra's Imperial Military Nursing Service Reserve, Territorial Force Nursing Service, Temporary Nursing Staff of Military Families' Hospitals, Voluntary Aid Detachment Nursing Members, Special Military Probationers, and Assistant Nurses, will of course not be entitled to claim the gratuity until completion of their service.

8. The gratuity will be credited to the estates of deceased nurses direct from the War Office.

9. Unless a nurse notifies on the space provided on Army Form W 5081, or in manuscript on the back of Army Form W 3165 or 3165A in the case of Queen Alexandra's Imperial Military Nursing Service Reserve, Territorial Force Nursing Service, and the Temporary Nursing Staff of Military Families' Hospitals, Voluntary Aid Detachment Nursing Members, Special Military Probationers, and Assistant Nurses, that she wishes to draw a larger proportion in cash, two-thirds of the amount of the gratuity, subject to an issue of a minimum of £15 in cash, will be issued in the form of War Savings Certificates, which may be held irrespective of any number the nurse may have taken up independently. The balance will be issued in cash.

By command of the Army Council,

R. H. BRADE.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of gunny bags, best and sound, second hand, from the date of entering into contract 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 Gunny Bags" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on October 7, 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. 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. Failure to deposit samples will render the tenderer's deposit liable to seizure and inclusion of name on the defaulters' list.

8. The security required will be Rs. 1,000 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.

J. GIBB,
Colonial Storekeeper.

September 13, 1919.

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 Negombo Railway Station from date of acceptance of tender 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 Negombo 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, September 30, 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. 100 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 tenderers, otherwise the tenders 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, D. McMILLAN,
Colombo, September 8, 1919. Acting General Manager.

TENDERS are hereby invited for the supply of bridge planks, &c., as described in schedule.

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

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

4. Tenders should be marked "Tender for Supply of Bridge Planks and Sleepers, 1919-20," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, October 14, 1919.

5. The tenders are to be made upon forms which will be supplied upon application at the Divisional Forest Office, Matara, 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. All other deposits will be returned upon signature of a contract.

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

8. Sufficient sureties will be required to join in a bond or the due fulfilment of each contract. The amount of security required in cash will be 5 per cent. of value of contract. 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. 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.

11. The contract may not be assigned or sublet without the authority of the Tender Board previously obtained, nor shall the contractor issue a power of attorney to a person whose name is on the list of defaulting contractors authorizing him to carry on the work under the contract. Further, the contractor shall not employ any person whose name is on the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appears to him sufficient, objects to after giving due notice in writing.

12. Tenderers should read and note a draft contract which is available in the Forest Office, Matara, before they obtain tender forms.

Schedule.

Service (a) To fell na trees in Komballa and Ensalwattukulana and to supply bridge planks as follows:—

- 100 planks, 20 ft. by 6 in. by 4 in., at Galle Public Works Department yard.
100 planks 20 ft. by 6 in. by 4 in. at 83rd mile Galle-Matara road. In each case about 11 miles jungle and road transport.

Service (b) To fell na trees in Dediyaalamukalana and to supply bridge planks as follows:—

- 450 planks, 14 ft. 6 in. by 6 in. by 4 in., at Weligama Railway Station. 10 miles river and about 17 miles jungle and road transport.
400 planks, 9 ft. by 6 in. by 3 in., at Matara Railway Station. 25 miles river and 4 miles jungle and road transport.

All suitable branchwood and end pieces of trees felled for the supply of bridge planks under services (a) and (b) are to be utilized for sawing into broad gauge sleepers, 9 ft. by 10 in. by 5 in., and narrow gauge sleepers, 5 ft. by 10 in. by 5 in. or 5 ft. by 9 in. by 4½ in., and transported in the case of service (a) to Galle Railway Station and in the case of service (b) to Matara Railway Station.

Service (c) To fell palu, na, satin, kumbuk, mi, or milla trees and to supply bridge planks as follows:—

- 50 planks 12 ft. by 6 in. by 4 in., at Magam-oya Public Works Department bridge
50 planks, 16 ft. by 6 in. by 4 in., at Magam-oya Public Works Department bridge
20 planks, 21 ft. by 6 in. by 4 in., at Magam-oya Public Works Department bridge
from Lunugamvihare forest. Transport about 10 miles jungle and road.
10 planks, 12 ft. by 6 in. by 4 in., at Liyangahatota
10 planks, 12 ft. by 6 in. by 4 in., at Mamadola
from Katakaduwa forest. Transport 9 to 17 miles jungle and road.

2. Only trees marked by the Forest Department for the purpose may be felled, and should any tree so felled prove to be unsound or unsuitable another tree shall be marked and felled in its stead.

3. Planks shall be of only sound heart wood with such reasonable and unavoidable sapwood as may be passed by the Acting Conservator of Forests, and opposite faces of planks shall be parallel throughout.

4. Planks rejected by the Acting Conservator of Forests will not be paid for and must be replaced with approved planks.

5. In each case the work must be completed within three months of the date of signing the contract and, if at any time during this period the Acting Conservator of Forests considers that reasonable progress is not being made the contract may be cancelled and the contractor's security forfeited.

6. Rates for the various services must be clearly and separately written both in words and in figures. Separate rates should also be quoted for broad gauge and narrow gauge sleepers under services (a) and (b).

J. D. SARGENT,

Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 16, 1919.

TENDERS are hereby invited for the supply of the following bridge planks and sleepers in the Batticaloa Division.

Period of delivery: three months from date of order:—

Batticaloa District.

No. of Planks.	Dimensions.	Name of forest: Maha-oya forest.	Place of Delivery and Distance from Forest.
150	18 × 6 × 4		Maha-oya bridge (distance 8 miles)
75	15 × 6 × 4		Gallodai bridge (distance 8 miles)
30	20 × 9 × 3		
10	8 × 6 × 4		
10	12 × 4 × 2	Public Works Department Yard at Batticaloa (distance 40 to 45 miles)	
10	6 × 6 × 2		
10	6 × 3 × 6 × 2		
10	12 × 6 × 3		

Name of forest: Senbimadu forest.

100 .. 18 × 6 × 4 .. } Kadiravelly bridge (distance 5 to 30 .. 16 × 6 × 4 .. } 7 miles)

Name of forest: Karamunai forest.

50 .. 16 × 6 × 4 .. } N. C. road, 23rd mile line (distance 6 to 8 miles)
30 .. 20 × 9 × 3 .. } Kalkudah (distance 7 to 12
30 .. 8 × 6 × 4 .. } miles)

Kalmunai District.

Kind of timber: palu, na, kumbuk, mee, or milla.

Name of forest: Ambalamoyakadu.

200 .. 14 × 6 × 4 .. } Kalmunai (distance 25 to 30
50 .. 18 × 6 × 4 .. } miles)

Trincomalee District.

Name of forest: Kankuvelly and Tumpara forest

Kind of timber: palu, na, kumbuk, mee, or milla.

45 .. 18 × 6 × 4 .. } Public Works Department Yard
50 .. 14 × 6 × 4 .. } at Trincomalee (distance 20 to
25 .. 15 × 6 × 4 .. } 25 miles)

2. All suitable branchwood and end pieces of trees felled, except kumbuk, for the supply of bridge planks for the Public Works Department are to be utilized for sawing into broad gauge sleepers 9 ft. by 10 in. by 5 in. and narrow gauge sleepers 5 ft. by 10 in. by 5 in. or 5 ft. by 9 in. by 4½ in. and transported to the nearest shipping depot.

3. Tenders should be made at a rate per cubic foot for bridge planks, also per broad gauge and narrow gauge sleeper respectively, to be written in words and figures, on forms to be obtained on a deposit of Rs. 20, and separate rates should be quoted for each work.

4. Tenders should be marked "Tender for the supply of Bridge Planks and Sleepers, 1919-20," in the left hand top corner of the envelope, and should reach the Office of the Assistant Conservator of Forests, Batticaloa Division, not later than midday on Tuesday, October 21, 1919.

5. The lowest offer is subject to the approval of the Conservator of Forests.

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

7. For further particulars apply to the Assistant Conservator of Forests, Batticaloa Division, Batticaloa, and Subdivisional Forest Officer, Trincomalee.

J. D. SARGENT,

Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 16, 1919.

TENDERS are hereby invited for the lease of the Anuradhapura Hotel for a period of one year from January 1, 1920.

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

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

4. Tenders should be marked "Tender for the Lease of the Anuradhapura Hotel" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on November 4, 1919.

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

6. A deposit of Rs. 200 must be made at the Treasury or at any Kachcheri, and a receipt produced for the same before any form of tender is issued.

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

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

9. The following are the principal conditions:—

- (a) Lease to be for one year.
(b) Furniture to be supplied by the lessor.
(c) Linen and cutlery to be supplied by the lessee.

- (d) Rent to be paid monthly.
 (e) Lessee to pay taxes and maintain buildings, furniture, grounds, &c.
 (f) Lessee to carry on business as a first class licensed hotel.
 (g) Charges not to be in excess of sanctioned tariff, except for liquor, which may be charged for at the ruling rates of the time.
 (h) Lessee to reserve free accommodation for Governor and suite when required.
 (i) Lessee not to assign or underlet without consent of Government Agent of the North-Central Province.
 (j) Cash security of Rs. 4,000 or unencumbered landed property to the value of Rs. 8,000 to be furnished.

The Kachcheri, Anuradhapura, September 10, 1919. F. G. TYRRELL, Government Agent.

SANCTIONED TARIFF OF RATES.

Occupation.	Rs.	c.
For use of a bedroom for 24 hours or less	1	0
Bath	0	25
Light	0	25
Bed and bedding	1	25
Children in arms, free; other children under 12 years of age, half rates.		
<i>Early Tea.</i>		
Toast, jam or marmalade, with butter and fruit, tea, sugar, and fresh milk	0	50
<i>Breakfast.</i>		
Fish	}	1 75
One dish meat with vegetables		
Bacon and eggs		
Curry and rice		
Jam or marmalade with bread, toast, butter, and fruit		
Coffee or tea with sugar and fresh milk		

<i>Afternoon Tea.</i>	
Cake or biscuits, or buttered toast	} 0 50
Tea, sugar, and fresh milk	
<i>Dinner.</i>	
Soup	} 2 50
Fish	
Entree	
Joint	
Pudding	
Savoury	
Dessert	
Coffee	

<i>Stabling, &c.</i>	
For stabling for 24 hours or under, for each horse	0 25
For coach house for 24 hours or under, for each conveyance	0 25
For each carriage or cart inside the compound, for 24 hours or less	0 25
For each bullock kept inside the compound, for 24 hours or less	0 25
For motor car, for 24 hours or less	1 0

Provided that chauffeurs are not to be given accommodation except in rooms Nos. 12 to 16, and the charges for occupation and meals for chauffeurs are not to exceed the following:—

Occupation	Rs.	c.
Occupation	0	50
Bed, bedding, and light	0	75
Early tea or coffee and hoppers	0	50

<i>Breakfast.</i>	
One dish meat or fish	} 1 0
Curry and rice	
Coffee or tea with fresh milk	
Bread or toast	

<i>Dinner.</i>	
Soup	} 1 25
Fish or joint	
Pudding or curry and rice	

SALES OF UNSERVICEABLE ARTICLES, &c.

THE under-mentioned unserviceable instruments will be sold by public auction at the Civil Medical Stores, Colombo, on Friday, September 26, 1919, at 2 P.M. :—

2 scales and weights counter with marble top.

2 apparatus, electro-magnetic.

Civil Medical Department,
Colombo, September 12, 1919.

E. L. HUNT,
Acting Principal Civil Medical Officer and
Inspector-General of Hospitals.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended September 13, 1919.

Births.—The total births registered in the city of Colombo in the week were 108 (1 European, 12 Burghers, 62 Sinhalese, 17 Tamils, 11 Moors, 3 Malays, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1919, viz., 285,795) was 19.7, as against 14.6 in the preceding week, 23.2 in the corresponding week of last year, and 21.5 the weekly average for last year.

Deaths.—The total deaths registered were 126 (1 European, 4 Burghers, 76 Sinhalese, 16 Tamils, 22 Moors, 5 Malays, and 2 Others). The death-rate per 1,000 per annum was 23.0, as against 30.7 in the previous week, 20.4 in the corresponding week of last year, and 26.7 the weekly average for last year.

Infantile Deaths.—Of the 126 total deaths, 30 were of infants under one year of age, as against 25 in the preceding week, 21 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 5.

Principal Causes of Death.—1 (a) Eighteen deaths from *Phthisis* were registered, 9 in Maradana (including 6 deaths of non-residents in hospitals), 3 in Kotahena, 2 in Kollupitiya, and 1 each in Fort, Pettah, Slave Island, and Wellawatta, as against 20 in the previous week and 13 the weekly average for last year.

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

2. Twelve deaths from *Enteric Fever* were registered, 5 in Maradana (including 3 deaths of non-residents in hospitals), 3 in Wellawatta, 2 in St. Paul's, and 1 each in San Sebastian and Kollupitiya, as against 7 in the previous and 4 the weekly average for last year.

3. (a) Ten deaths from *Pneumonia* were registered, 4 in Maradana (including 2 deaths of non-residents in hospitals), 2 each in Kotahena and Kollupitiya, and 1 each in San Sebastian and St. Paul's, as against 25, 12, 13, and 18, respectively, in the four preceding week. The weekly average for last year was 27.

(b) Five deaths from *Influenza* were registered, 2 in St. Paul's and 1 each in Pettah, Maradana, and Slave Island, as against 5, 5, 4, and 4, respectively, in the four preceding weeks.

(c) Two deaths from *Bronchitis* were registered, as against 8 in the previous week.

4. Two deaths from *Plague* were registered, 1 each in Pettah and St. Paul's, as against 1 (suspected) in the previous week.

5. Thirteen deaths were registered from *Debility*, 7 each from *Enteritis* and *Infantile Convulsions*, 2 each from *Dysentery* and *Worms*, 1 from *Tetanus*, and 45 from *Other Causes*.

6. Fourteen cases of *Measles* and 3 of *Chickenpox* were reported during the week, as against 15 and 2 respectively in the preceding week.

State of the Weather.—The mean temperature of air was 79·9°, against 80·8° in the preceding week and 81·6° in the corresponding week of the previous year. The mean atmospheric pressure was 29·929 in., against 29·899 in. in the preceding week and 29·921 in. in the corresponding week of the previous year. The total rainfall in the week was 5·12 in., against 0·66 in. in the preceding week and 0·02 in. in the corresponding week of the previous year.

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

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

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages having been left at Kochchikade Warehouse 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, October 21, 1919, at 1 P.M. Goods must be cleared on or before October 24, 1919:—

Date. 1919.	Vessel.	From where.	Marks.	Quantity and Description of Goods.
April 10	.. ss. Hydra	.. Bombay	.. K. M. M. S.	.. 1 bundle of dates (empty)
April 8	.. ss. Sargola	.. do.	.. J. R.	.. 1 do.
May 5	.. ss. Itola	.. do.	.. Nil	.. 1 bag pollards
			.. K. K.	.. 1 bag myrobolans
May 24	.. ss. C'apcar	.. Tuticorin	.. Nil	.. 1 bag wheat

H. M. Customs,
Colombo, September 12, 1919.

W. E. HOBDAV,
for Principal Collector.

Importation of Rice into the several Ports of Ceylon during the Week ended September 13, 1919.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	.. Bangkok	.. 72,523
Do.	.. Calcutta	.. 2,785
Do.	.. Rangoon	.. 203,290
	Total	.. 278,598

297 bags of rice were shipped during the week ended September 13, 1919.

H. M. Customs,
Colombo, September 16, 1919.

W. E. WATT,
for Principal Collector.

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 in the district specified will be re-sold by public auction by the Assistant Conservator of the Uva Division on the date and at the place mentioned in the said schedule, at the risk of the original purchasers unless the said purchasers shall have before the re-sale paid the balance purchase amount due by them.

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 Uva 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 deposits 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 agreements, application should be made at the Office of the Assistant Conservator of Forests of the Uva Division in which the forests are situated.

SCHEDULE.

Uva Division.

Area for exploitation : The Province of Uva.

Produce : (a) Binkehomba.

(b) Honey and beewax.

Sale : At the Divisional Forest Office, Haputale, at 2.15 P.M., on Saturday, September 27, 1919.

J. D. SARGENT,

Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 15, 1919.

Sale of Timber.

AN auction sale of the under-mentioned timber will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, September 27, 1919, at 10.30 A.M., subject to the following conditions:—

1. 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.

2. 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.

3. Payment of 25 per cent. of the successful bid to be made at time of sale if so required.

4. 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.

5. 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.

6. 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.

7. 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.

Quantity offered for Sale.

Forest Division.	No. of Log or Lot.	Tons	ewt.	qr.	lb.	c. ft.
Ebony, Anuradhapura	39	3	6	3	14	—
Ebony, Kurunegala	1	0	6	2	7	—
Ebony, Nuwara Eliya	1	0	12	0	7	—
Ebony, Anuradhapura	1	0	4	0	7	—
Satinwood Battialoa	1	0	0	0	0	26.79
Yakahalu, Colombo	1	0	0	0	0	30.00
Etteriya, Anuradhapura	1	0	0	0	0	1.38
	45	4	9	2	7	58.17

LIST OF TIMBER REFERRED TO.

Anuradhapura.

Divisional No.	C.T.D. No.	Length.		Girth.		Weight.		Blackness of Wood.
		Ft.	in.	Ft.	in.	Tons.	ewt. qr. lb.	
32	1340	6	0.1	6	0	0	2 14*	Black
51	1341	5	3.1	6	0	0	1 14†	Plain
56	1342	6	0.1	5	0	0	1 14†	do.
3	1343	5	6.1	5	0	0	2 7†	do.
24A	1344	10	3.0	10	0	0	1 14*	do.
57	1345	7	3.1	2	0	0	1 21†	do.
30	1346	4	9.2	2	0	0	2 21†	Slightly marked
58	1347	5	3.2	4	0	0	3 21†	Plain
48	1348	5	9.1	10	0	0	1 14§	do.
40	1349	7	6.1	9	0	1	1 0*	Black
45	1350	10	0.1	9	0	0	3 21*	Streaked
12	1351	7	3.2	0	0	0	2 21§	Plain
54	1352	10	0.1	10	0	0	3 21§	do.
22	1353	5	6.1	6	0	0	1 21*	do.
34	1354	4	9.1	3	0	0	1 14†	do.
25	1355	4	6.1	2	0	0	1 0*	do.
13A	1356	8	6.1	10	0	1	0 7§	Black
9	1357	4	0.1	9	0	0	2 21*	Plain
46	1358	10	0.1	5	0	0	3 7*	do.
15	1359	4	9.2	3	0	0	3 21*	Black
43	1360	8	0.1	8	0	1	0 14*	Streaked
33	1361	10	3.1	4	0	0	3 7*	Plain
38	1362	16	6.1	6	0	1	3 21*	do.
23	1363	8	6.2	0	0	1	2 0*	do.
16	1364	10	6.1	6	0	1	0 7*	Beautifully flowered
19	1365	6	9.2	2	0	1	1 14*	Plain
50	1366	7	0.1	6	0	0	2 21*	Black
36	1367	8	6.2	0	0	2	0 7*	do.
32	1368	10	6.1	7	0	0	3 7†	Plain
23A	1369	8	9.1	5	0	0	3 21*	do.
24	1370	8	6.2	5	0	1	2 0§	do.
10	1371	5	6.2	3	0	0	3 21†	do.
1	1372	15	3.2	10	0	5	3 21*	Slightly streaked
8	1373	10	9.3	2	0	5	1 0*	Black
5	1374	10	0.2	6	0	3	0 7*	Beautifully flowered
26	1375	10	3.3	8	0	6	1 21*	Slightly marked
27	1376	13	9.2	9	0	5	0 21*	Plain
39	1377	14	9.3	11	0	8	2 7*	do.
6	1378	10	9.3	0	0	4	2 7*	do.

Kurunegala.

5	101	14	3.2	9.0	5	0	0*	Speckled
3		8	3.1	6.0	0	1	0§	
4		8	3.1	0.0	0	0	14§	
7		8	3.2	3.0	1	0	21§	

Nuwara Eliya.

24	172	11	6.4	6.0	8	3	14*	Plain
5		8	9.1	7.0	0	1	21§	
6		8	9.1	9.0	0	2	0§	
8		8	9.2	9.0	2	1	0§	

Anuradhapura.

137	496	9	3.2	4.0	2	2	21*	Streaked
1		9	0.1	9.0	0	2	21§	
2		9	0.1	9.0	0	2	21§	

Total .. 4 9 2 7

Batticaloa, Satinwood Planks.

1	900	20 ft. 3 in. × 12 in. × 2 in.	= 3.37 c. ft.*	Plain
2		11 ft. 9 in. × 14 in. × 2 in.	= 2.27 c. ft.*	do.
3		13 ft. 9 in. × 13 in. × 3½ in.	= 4.33 c. ft.*	do.
4		20 ft. 9 in. × 17 in. × 2 in.	= 4.89 c. ft.*	do.
5		20 ft. 9 in. × 17 in. × 3½ in.	= 8.56 c. ft.*	do.
6		9 ft. 3 in. × 13 in. × 2 in.	= 1.66 c. ft.*	do.
7		11 ft. 3 in. × 11 in. × 2 in.	= 1.71 c. ft.*	do.

26.79

Colombo division, yakahalu, 2 round logs and 10 slabs = 30.00 c. ft.

Anuradhapura, etteriya, 3 round logs = 1.38 c. ft.

* Sound. † Unsound. ‡ Partly sound. § Slab.

Office of the Conservator of Forests, J. D. SARGENT,
Kandy, September 16, 1919. Acting Conservator of Forests

Sale of Jak Trees in Talcota Chena Plantation.

AN auction sale of 85 jak trees standing in the Talcota plantation, about 2 miles from Kurunegala, stamped for felling, and estimated to contain 1,946 cubic feet approximately, will be held at the Forest Office, Kurunegala, at 10 A. M. on October 4, 1919.

2. The highest bid will be accepted subject to the approval or disapproval of the Conservator of Forests.

3. Payment of 25 per cent. of the bid to be made at time of sale, if so required, and the balance as soon as the sale is approved by the Conservator of Forests.

4. The trees are from 9 ft. to 30 ft. in length by 2 ft. to 6 ft. in girth. Intending purchasers should ascertain their contents before attending the auction. This Department will not be responsible for any difference in the volume, after felling as compared with the estimated volume of the standing trees.

5. Any further particulars can be had on application from the Divisional Forest Officer, Kurunegala.

J. D. SARGENT,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, September 16, 1919.

Dismissal of a Teacher.

NOTICE is hereby given that M. A. Siman Singho, who holds 3rd Class Certificate No. 55 of June 15, 1914, and who was last employed in Siyambalagoda Private Vernacular School, under the management of Mr. W. A. P. Dassanayake, has been dismissed from the school for certain irregularities in the registers, and should not be employed again in any grant-in-aid school during 1919.

EDWIN EVANS,
Acting Director of Education.
Education Office,
Colombo, September 13, 1919.

Destruction of a Dangerous and Troublesome Elephant.

NOTICE is hereby given that I am prepared to issue licenses, free of stamp duty, under sub-section (1) (b), of section 9 of Ordinance No. 1 of 1909, for the destruction of a dangerous and a troublesome elephant, which is doing damage at Flensburg estate near Ganewatta, in the Kurunegala District.

C. R. CUMBERLAND,
Government Agent.
Kurunegala Kachcheri,
September 12, 1919.

Rinderpest.

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

The area bounded on the north by a cart road, east by the drain on the land belonging to Anthony Vidane, south by the fence belonging to the land of Samel Appu, and on the west by boundary of the land belonging to Paulu Tissera.

This declaration is to take effect from this date.

W. R. JANSZ,
for Government Agent.
The Kachcheri,
Colombo, September 5, 1919.

Rinderpest.

WHEREAS rinderpest has broken out in the land called Delgahawatta at Batagama North, in Alutkuru korale south of the Western Province: It is hereby declared

that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by a drain, east by the boundary of the land belonging to Andris Appu, south by the drain belonging to the land of Peduru Appu, and on the west by the land belonging to Engeltina.

This declaration is to take effect from this date.

W. R. JANSZ,
for Government Agent.
The Kachcheri,
Colombo, September 5, 1919.

Rinderpest.

WHEREAS by proclamation dated August 20, 1919, and published in the *Government Gazette* No. 7,048 of August 29, 1919, the land known as Ketakelagahawatta at Telengapatha, in Alutkuru korale south of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said area, it is now declared free from rinderpest and to be no longer an infected area.

This declaration is to take effect from this date.

W. R. JANSZ,
for Government Agent.
The Kachcheri,
Colombo, September 8, 1919.

Rinderpest.

WHEREAS by proclamation dated May 19, 1919, and published in the *Government Gazette* No. 7,013 of May 23, 1919, the land called Beligahawatta at Elapitiwela, in Alutkuru korale south of the Western Province, was proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said area, it is now declared free from rinderpest and to be no longer an infected area.

This declaration is to take effect from this date.

W. R. JANSZ,
for Government Agent.
The Kachcheri,
Colombo, September 9, 1919.

Rinderpest.

WHEREAS by proclamation dated May 7, 1919, and published in the *Government Gazette* No. 7,010 of May 9, 1919, the land called Millagahawatta at Ragama, in Alutkuru korale south of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said area, it is now declared free from rinderpest and to be no longer an infected area.

This declaration is to take effect from this date.

W. R. JANSZ,
for Government Agent.
The Kachcheri,
Colombo, September 9, 1919.

Rinderpest.

WHEREAS by proclamation dated May 12, 1919, and published in the *Government Gazette* No. 7,011 of May 16, 1919, the village known as Ragama, in Alutkuru korale south of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said area, it is now declared free from rinderpest and to be no longer an infected area.

This declaration is to take effect from this date.

W. R. JANSZ,
for Government Agent.
The Kachcheri,
Colombo, September 9, 1919.

Rinderpest.

WHEREAS rinderpest has broken out in the land known as Nitulgahawatta at Peliyagodapattiyā, in Alutkuru korale south of the Western Province: It is hereby

declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by the land belonging to G. M. Perera, east by the land belonging to S. M. Silva, south by the Kandy road, and on the west by the land belonging to K. Arnolis Fernando and others.

This declaration is to take effect from this date.

The Kachcheri, W. R. JANSZ,
Colombo, September 9, 1919. for Government Agent.

Rinderpest.

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

The area bounded on the north by land belonging to Kuragamage Johan Perera, east by Indurewala belonging to Siyadoris Jayasinha, south by Hunupitiya road, and on the west by Negombo road.

This declaration is to take effect from this date.

The Kachcheri, W. R. JANSZ,
Colombo, September 12, 1919. for Government Agent.

Rinderpest.

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

The area bounded on the north by Kelani-ganga, east by ela and village boundary, south by Colombo-Avissawella road, and west by Mahawatta of Weliwita.

This declaration is to take effect from this date.

The Kachcheri, W. R. JANSZ,
Colombo, September 15, 1919. for Government Agent.

Rinderpest.

WHEREAS by proclamation dated August 30, 1919, published in the *Government Gazette* No. 7,050 of September 5, 1919, the premises bearing assessment No. 71, situated at Wolfendhal street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 9, 1919.

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

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 87, situated at Barber 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 September 5, 1919

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

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 10, situated at Cotta 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 September 7, 1919.

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

Rinderpest.

WHEREAS by proclamation dated August 16, 1919, published in the *Government Gazette* No. 7,045 of August 22, 1919, the premises bearing assessment No. 22, situated at Kew lane, Slave Island, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 11, 1919.

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

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 28, situated at Totawatta, 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 September 9, 1919.

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

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 115, situated at Hulftsdorp, St. Sebastian 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 September 10, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, September 15, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated May 28, 1919, published in the *Government Gazette* No. 7,017 of June 6, 1919, the premises bearing assessment No. 139, situated at Dematagoda road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 12, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, September 16, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated May 30, 1919, published in the *Government Gazette* No. 7,017 of June 6, 1919, the premises bearing assessment No. 5, situated at Vincent street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 12, 1919.

The Municipal Office, CHAS. W. PATE,
Colombo, September 16, 1919. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated June 4, 1919, published in the *Government Gazette* No. 7,019 of June 13, 1919, the premises bearing assessment No. 130, situated at Dematagoda, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 12, 1919.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 16, 1919.

Rinderpest.

WHEREAS by proclamation dated June 4, 1919, published in the *Government Gazette* No. 7,019 of June 13, 1919, the premises bearing assessment No. 212, situated at Vincent street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 15, 1919.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 16, 1919.

Rinderpest.

WHEREAS by proclamation dated June 4, 1919, published in the *Government Gazette* No. 7,019 of June 13, 1919, the premises bearing assessment No. 11/12, situated at Lock Gate lane, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 12, 1919.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 16, 1919.

Rinderpest.

WHEREAS by proclamation dated June 11, 1919, published in the *Government Gazette* No. 7,022 of June 20, 1919, the premises bearing assessment No. 51, situated at Silversmith street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 12, 1919.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 16, 1919.

Rinderpest.

WHEREAS by proclamation dated September 1, 1919, published in the *Government Gazette* No. 7,050 of September 5, 1919, the premises bearing assessment No. 69, situated at Dam street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from September 15, 1919.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon,
Colombo, September 16, 1919.

Rinderpest.

WHEREAS rinderpest has broken out at Gabbela village in Uda Dumbara, in the District of Kandy, in the Central Province: It is hereby declared that the area, boundaries of which are specified below, is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909.

This declaration is to take effect from the date hereof.

Kandy Kachcheri,
September 11, 1919.

A. W. METZELING,
for Government Agent.

Boundaries referred to.

East by oya.

West by Pata Dumbara limit.

South by Amupitiyakandura.

North by Kotalamulle-ela.

Foot-and-Mouth Disease.

WHEREAS by notification dated July 11, 1919, published in the *Government Gazette* No. 7,039 of July 18, 1919, Rambukwella village in Udu 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 village, boundaries of which are specified below, I do hereby declare it to be free from foot-and-mouth disease and no longer as infected area.

This declaration is to take effect from date hereof.

Kandy Kachcheri,
September 9, 1919.

A. W. METZELING,
for Government Agent.

Boundaries referred to.

East and north: Kahatagolle-oya.

South: Ma-oya.

West: Nawanagallakanda.

Rinderpest.

WHEREAS by proclamation dated July 29, 1919, and published in the *Government Gazette* No. 7,041 of August 1, 1919, the villages of Karampan and Kayts West, in the Islands division of the Jaffna District, Northern Province, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas rinderpest no longer exists in the said area, it is now declared free from rinderpest and to be no longer an infected area.

This declaration is to take effect from September 12, 1919.

Jaffna Kachcheri,
September 15, 1919.

P. C. NICHOLAS,
for Government Agent.

Anthrax.

WHEREAS anthrax has broken out in the villages of Murunkan, Kannaddi, Sirukkandal, and Pichchakulam, in the Udaiyar's division of Nanaddan East in Musali division of the Mannar District: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-section (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by the Mannar-Madawachchi road, east by the villages of Chundikuli and Katkidanthakulam, south by Aruvi-aruvu, west by the villages of Parikarikandal, Perumparappu, and Perucharkaddu.

This declaration is to take effect from this date.

Mannar Kachcheri,
September 10, 1919.

B. G. DE GLANVILLE,
Assistant Government Agent.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."


THE following Specification has been accepted:—

No. 1,617 of January 28, 1919.

Emaduwa Wickramacharige Harmanis Hamy and Kamburugamuwe Gamacharige Carolis de Silva.

"An improved tapping knife for rubber trees or the like."

Abstract.—The nature of the invention is indicated in the claim, which is as follows:—

A tapping knife consisting of a butterfly-shaped chisel formed at the end of a blade of  section having valley-shaped grooves formed on either side and two flanges with two cutting edges slightly chamfered outside, substantially as described and illustrated.

One sheet of drawings.

E. HUMAN,
Registrar of Patents.

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

Notice under Excise Notification No. 87 of March 12, 1919.

IT is hereby notified for public information that the Government Agent, Western Province, in exercise of the powers vested in him by rule 5 of the rules specified in Excise Notification No. 87 of March 12, 1919, has appointed the under-mentioned dates as convenient days and the places specified as convenient places for recording votes for the purpose of ascertaining whether 75 per cent. of the road tax-paying inhabitants of the respective areas served by the toddy taverns specified are opposed to the existence of the said taverns, viz.:—

October 13, 1919: Between 8 A.M. and 12 noon and between 1 P.M. and 6 P.M., at the Buddhist English School at Pita Kotte, in respect of the toddy tavern at Pita Kotte.

October 15, 1919: Between 8 A.M. and 11 A.M., at the Resthouse at Henaratgoda, in respect of the toddy tavern at Watumulla.

October 16, 1919: Between 8 A.M. and 11 A.M., at the Resthouse at Minuwangoda, in respect of the toddy tavern at Madawala.

October 17, 1919: Between 9 A.M. and 11 A.M., at the Local Board Office, Negombo, in respect of the toddy tavern at Nelunpitiya.

The Kachcheri,
Colombo, September 16, 1919.

J. G. FRASER,
Government Agent.

Delegation of Powers.

BY virtue of the powers vested in me by Excise Notification No. 8, read with section 7 (b) of Ordinance No. 8 of 1912, I hereby delegate my powers, under section 14 of Ordinance No. 8 of 1912, to issue licenses for drawing fermented toddy in the Matara District to the Assistant Commissioner of Excise, Southern Division, the Superintendent of Excise, Distillery Circle, and the Assistant Superintendent of Excise, Matara Circle.

Matara Kachcheri,
September 1, 1919. J. D. BROWN,
Assistant Government Agent.

Notice under Excise Notification No. 87 of March 12, 1919.

WHEREAS objections have been received by me from 25 per cent. of the tax-paying inhabitants of the areas served by (1) Karandana, (2) Dodampe, (3) Kendangamuwa Ihalagama, (4) Kotamulla, (5) Hangamuwa, (6) Madampe, (7) Rakwana, (8) Bibilegama, (9) Godakewela, and (10) Welandura toddy taverns against the existence of the toddy taverns within such areas: I, Edward Bruce Alexander, Government Agent of the Province of Sabaragamuwa, do fix the following dates, times, and places at which votes will be recorded for the purpose of ascertaining whether 75 per cent. of such tax-paying inhabitants are opposed to the existence of such taverns:—

Tavern.	Date and Time.	Place.	Area served by the Tavern.
1 Karandana	.. October 3, 8 A.M. to 12 noon ..	Karandana Boys' Vernacular School ..	Karandana wasama
2 Dodampe	.. October 3, 2 P.M. to 6 P.M. ..	Dodampe Boys' Vernacular School ..	Dodampe wasama
3 Kendangamuwa Ihalagama	October 13, 9 A.M. to 4 P.M. ..	Kendangamuwa Village Tribunal ..	Kendangamuwa Ihalagama and Pahalagama wasamas and Bulugahapitiya wasama
4 Kotamulla	.. October 16, 9 A.M. to 12 noon ..	Elapata Walauwa	.. Elapata and Karangoda wasamas
5 Hangamuwa	.. October 16, 1 P.M. to 5 P.M. ..	do.	.. Hangamuwa wasama
6 Madampe	.. October 20, 9 A.M. to 12 noon ..	Madampe Resthouse	.. Madampe wasama
7 Rakwana	.. October 22, 9 A.M. to 12 noon ..	Rakwana Resthouse	.. Rakwana wasama
8 Bibilegama	.. October 21, 2 P.M. to 5 P.M. ..	Godakewela Boys' Vernacular School Bibilegama wasama
9 Godakewela	.. October 21, 9 A.M. to 12 noon ..	do.	.. Konpitiya wasama
10 Welandura	.. October 20, 2 P.M. to 5 P.M. ..	Madampe Rest House	.. Hapurudeniya and Nugawela wasamas

Ratnapura Kachcheri,
September 4, 1919.

E. B. ALEXANDER,
Government Agent.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE KATIAPOLA RUBBER COMPANY, LIMITED.

The name of the Company is "THE KATIAPOLA RUBBER COMPANY, LIMITED."

The registered office of the Company is to be established in Colombo.

The objects for which the Company is to be established are—

- To take an assignment of lease from the First day of January, 1919, for the remainder of a term of Fifty years from the First day of January, 1910, the land called Katiapola consisting of 556A. Gr. 6P. situate in the village of Dumbara in the District of Ratnapura.
- (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 tea and 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, rubber, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, 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 whatsoever.
 - (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 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, 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 hypothecation or mortgages of the Company's property or any part or parts thereof or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital) or not so charged, as shall be thought best.
 - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
 - (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.

- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in, or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partially 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 Five hundred thousand Rupees, divided into Fifty thousand shares of Ten Rupees 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 accordance with 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.
G. C. SLATER, Colombo	One
E. JOHN, Colombo	One
H. CREASY, Colombo	One
Witness to the three above signatures, at Colombo, this 23rd day of August, 1919 :	
V. A. JULIUS, Proctor, Supreme Court, Colombo.	
R. ERRIDGE, Padukka	One
Witness to the above signature, at Hewagam Estate, Padukka, this 25th day of August, 1919 :	
THAJD. RAHIM, Clerk, Hewagama Estate, Padukka.	
MARGARET HAWKINS, Ingiriya	One
EDW. C. HAWKINS, Ingiriya	One
Witness to the two above signatures, at Dumbara, Ingiriya, this 27th day of August, 1919 :	
G. BOIS, Planter, Dumbara Estate, Ingiriya.	
Geo. HAWKINS, Pelmadulla	One
Total Shares taken	
Seven	

Witness to the above signature, at Rilhena, Pelmadulla, this 29th day of August, 1919 :

M. NARAYANASAMY JAMES,
Clerk, Rilhena Estate, Pelmadulla.

ARTICLES OF ASSOCIATION OF THE KATIAPOLA RUBBER COMPANY, 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 or comprised in these Articles or not.

INTERPRETATION CLAUSE.

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

The word "Company" means "The Katiapola Rubber Company, Limited," incorporated or established by or under the Memorandum of Association to which the 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 every person who has accepted any share or who has accepted part of a share jointly with another or others whose name is entered on the register of Shareholders as owner or joint-owner of such share.

"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 original capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand shares of Rupees Ten (Rs. 10) each.

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

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

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

SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any 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 off 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, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies.

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

15. Any one of the joint-holders of a share other than a firm may give effectual receipts for any dividends payable in respect of such share; but 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 shall be given to the person entitled to such lost or destroyed 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 person 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 some advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance, and the Directors may agree upon not exceeding, however, six per centum per annum.

TRANSFER OF SHARES.

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

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

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

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

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Cents Fifty, 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 whereof 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 only.

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

50. If 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.

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed One hundred thousand Rupees (Rs. 100,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

64. 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 object and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or in such other manner (if any) as may be prescribed by the Company in General Meeting.

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

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

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

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

69. The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; or if there be no Chairman, or if at any meeting he shall not be present at the time appointed

for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. On a show of hands every member shall have one vote only. In case of a poll every Shareholder shall have one vote for every share held by him up to ten, and an additional vote for every ten shares beyond the first ten up to one hundred, and an additional vote for every twenty-five shares held by him beyond the first hundred.

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

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

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

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

82. No person shall be entitled to hold a proxy who is not a Shareholder in or the liquidator of the Company, but this rule does 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, 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:—

The Katiapola Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least fifty fully or partly paid 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.

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

88. The first Directors shall be G. C. Slater, R. K. C. Erridge, and E. C. Hawkins, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

102. The office of 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.

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

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

105. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

111. 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.

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

113. 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.

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

115. 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.

116. 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.

117. The acts of the Board or of any committees appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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.

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

119. 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.

120. 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.

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

122. 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

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

131. 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.

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

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

134. 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.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

136. 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.

137. 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.

138. 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 shall invest the same in such securities as they may with the sanction of the Company select, or shall place the same in fixed deposit in any bank or banks.

139. The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extensions 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.

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

141. 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.

142. 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.

143. 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.

144. 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.

145. 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.

146. Any General Meeting declaring a dividend may direct payment of such dividend, wholly or in part, by the distribution of specific assets, and in particular of paid up shares, debentures or debenture stock of the Company, or of any other company, or in any one or more 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. Where requisite a proper contract shall be filed and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend, and such appointment shall be effective.

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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.

G. C. SLATER.
E. JOHN.
H. CREASY.

Witness to the three above signatures, at Colombo, this 23rd day of August, 1919 :

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

R. ERRIDGE.

Witness to the above signature, at Hewagam Estate, Padukka, this 25th day of August, 1919 :

THAJD. RAHIM,
Clerk, Hewagama Estate, Padukka.

MARGARET HAWKINS.
EDW. C. HAWKINS.

Witness to the two above signatures, at Dumbara, Ingiriya, this 27th day of August, 1919 :

G. BOIS,
Planter, Dumbara Estate, Ingiriya.

GEO. HAWKINS.

Witness to the above signature, at Rilhena, Pelmadulla, this 29th day of August, 1919 :

M. NARAYANASAMY JAMES,
Clerk, Rilhena Estate, Pelmadulla.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF THE CEYLON EXPORTS, LIMITED.

The name of the Company is "THE CEYLON EXPORTS, LIMITED."

2. The registered office will be situate in Colombo.

3. The objects for which the Company is established are—

- 1) To carry on the business of desiccated coconut, oil, soap, margerine, fibre, yarn, and manure manufacturers, and to prepare, refine, buy, sell, and deal in desiccated coconut, oil, both vegetable and mineral, 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, either in a prepared, manufactured, or raw state, and either by wholesale or retail, 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; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
- (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 purchase tea leaf, rubber, coconuts, coffee and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (8) 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.
- (9) 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.
- (10) 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.
- (11) To carry on the business of underwriters or insurers of ships, goods, merchandise, or other property.

- (12) 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, *brevets d'invention* or other things, British, Indian, Colonial, or foreign licenses, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
- (13) 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.
- (14) 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.
- (15) 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.
- (16) 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.
- (17) 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.
- (18) 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.
- (19) 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.
- (20) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above or calculated, directly or indirectly, to enhance the value of, or render profitable, any of the Company's property or rights.
- (21) 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.
- (22) 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.
- (23) 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.
- (24) 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.
- (25) 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.
- (26) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities.
- (27) 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.
- (28) 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.
- (29) 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 objects.
- (30) 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.
- (31) 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.
- (32) 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.
- (33) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.

- (34) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any immovable or movable property, and any rights, privileges, licenses or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (35) 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.
- (36) 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.
- (37) 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.
- (38) 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.
- (39) 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.
- (40) To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- (41) 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.
- (42) To remunerate any persons or company for services rendered or to 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.
- (43) 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.
- (44) 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.
- (45) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly another.
- (46) 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.
- (47) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

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 of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control," and it is further declared that the carrying on of the business of the Company subject to the said restriction as to transfers is one of the objects of the Company.

4. The liability of the members is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) shares of One hundred Rupee (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and 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.
DON PHILIP A. WIJEWARDENE, Colombo	One
D. L. WIJEWARDENE, Colombo	One
FELIX F. MARTINUS, Colombo	One
D. C. WIJEWARDENE, Colombo	One
D. WALTER WIJEWARDENE, Colombo	One
D. A. T. WIJEWARDENE, Colombo	One
N. RICHARD SILVA, Colombo	One
Total number of shares taken	Seven

Witness to the above signatures this 26th day of August, 1919:

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

ARTICLES OF ASSOCIATION OF THE CEYLON EXPORTS, LIMITED.

It is agreed as follows:—

1. *Table C not to apply; Company to be governed by these Articles.*—The regulations contained in Table C in the schedule annexed to "The Joint Stock Companies Ordinance, 1861," shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.
2. *Power to alter the Regulations.*—The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

5. *Commencement of business.*—The Company may proceed to carry out the objects for which it is established, and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

6. *Business to be carried on by Directors.*—The business of the Company shall be carried on by, or under the management or direction of, the Directors, as hereinafter provided, and subject only to the control of General Meetings, in accordance with these presents.

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Five thousand (5,000) shares of One hundred Rupees (Rs. 100) each.

SHARES.

8. *Allotment and issue.*—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 may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

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

10. *Acceptance.*—Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company from time to time directs.

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

12. *Shares held by a firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies but not more than one partner may vote at a time.

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

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

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

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

17. *Trusts or any interest in share other than that of registered holder or of any person under clause 38 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

18. *Increase of capital by creation of new shares.*—The Company in General Meeting may by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

19. *Issue of new shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct; and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

20. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

24. *Certificates to be under Seal of Company.*—The certificates of shares shall be issued under the seal of the Company and signed by two Directors and countersigned by the secretary or some other person appointed by the Directors.

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

26. *Certificate to be delivered to the first-named of joint-holders not a firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first-named on the register.

TRANSFER OF SHARES.

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

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

(b) A share may be transferred by a shareholder or other person entitled to transfer to any person; but the name of such proposed transferee should be first submitted to the Directors for their approval.

29. *No transfer to minor or person of unsound mind.*—No transfer of shares shall be made to a minor or person of unsound mind, or to a "prohibited person" or "foreigner" or "corporation under foreign control" within the meaning of Chapter VI. of the Enemy Firms Liquidation (Amendment) Ordinance, No. 4 of 1917, or to any person acting for and on behalf of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control."

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

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

32. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise, or to any person not approved by them.

33. *Not bound to state reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder and retain the instrument of transfer.

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

36. *Directors not bound to inquire as to validity of transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but, if at all upon the transferee only.

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

TRANSMISSION OF SHARES.

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

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

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

(d) *Shareholder still liable to pay money owing at time of forfeiture.*—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

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

(b) *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such communication, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto, on behalf of all the holders or shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent as aforesaid in any case in which but for this Article the object of the resolution could have been effected without it.

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, as they may find necessary or expedient for the purposes of the Company. 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, at such rate of interest and upon such terms and conditions as the Directors shall in their absolute discretion think fit. The Directors may, for the purpose of securing mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the under-lying revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange.

MEETINGS.

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

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

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

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

62. *Requisition of Shareholders to state object of meeting; on receipt of requisition, Directors to call meeting, and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

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

64. *Seven days' notice of meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

65. *Business requiring and not requiring notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Auditors retiring in rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

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

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal, a Shareholder may act.*—The Governing Director, or, if there be none, the Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the chair, then the Shareholders present shall choose one of their number to be Chairman.

70. *Business confined to election of Chairman while chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the chair is vacant.

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

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

VOTING AT MEETINGS.

73. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present. In case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder and proxy and attorney; and unless a poll be immediately demanded by the Chairman, or in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

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

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney and entitled to vote shall have one vote for every share held by him.

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

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

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

81. *Shareholder in arrear or not registered at least three months previous to the meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

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

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

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

The Ceylon Exports, Limited.

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—Until otherwise determined by a General Meeting, the number of Directors shall not be less than two nor more than five.

88. *Governing Director.*—Don Philip Alexander Wijewardene shall be the Governing Director and (subject as hereinafter mentioned) shall hold the office during his life, and whilst he holds that office the government and control of the Company shall be vested in him, and he may exercise all the powers, authorities, and discretions hereby expressed to be vested in the Directors and all the other Directors (if any) for the time being of the Company shall be under his control and shall be bound to conform to his directions in regard to the Company's business and whilst holding the office of Governing Director he may from time to time and at any time appoint any other persons (not exceeding four in number to be the Directors of the Company) and may from time to time define, limit, and restrict their powers, and may at any time remove any Director howsoever appointed, and may at any time convene a General Meeting of the Company. Every such appointment and removal of a Director must be in writing under the hand of the Governing Director.

The said Don Philip Alexander Wijewardene may at any time, by notice in writing to the Company, resign his office of Governing Director, and shall, *ipso facto*, vacate the same if he be found lunatic or become of unsound mind; and if he shall resign his said office, he shall, if willing to act, become an ordinary Director.

89. *Remuneration to Governing Director.*—The said Don Philip Alexander Wijewardene whilst holding the office of Governing Director shall be entitled to remuneration for his services as may from time to time be arranged by the Directors and shall give such time and attention to the affairs of the Company as he shall think fit.

ORDINARY DIRECTORS.

90. Whilst the said Don Philip Alexander Wijewardene holds the office of Governing Director the ordinary Directors shall be such persons, if any (not exceeding four in number), as he shall from time to time appoint under the power in that behalf hereinbefore given to him; and upon the said Don Philip Alexander Wijewardene ceasing to be the Governing Director, a General Meeting of the Company shall forthwith be convened for the purpose of appointing Directors and determining all matters not herein expressly provided for relating to the future management of the Company by Directors. Such meeting shall be convened by the said Don Philip Alexander Wijewardene if living and capable of acting, or if he be dead, or does not convene the same within seven days after he ceases to be Governing Director, then by the Directors (if any) in office; and if there are none, or if they do not convene the meeting within seven days after the power to do so arises, then by the holders of at least one-half of the issued capital of the Company for the time being; and for the purposes of this provision the executors or administrators of a deceased shareholder shall be deemed to be the holders of any shares standing in his name. The Directors (if any) in office at the time of the said Don Philip Alexander Wijewardene ceasing to be the Governing Director may act until the holding of the said meeting, but shall (with the exception of the said Don Philip Alexander Wijewardene, if living and capable of acting and willing to act as an ordinary Director) retire at the said meeting, and shall be eligible for election thereat. The qualification of every Director shall be the holding of shares in the Company of the nominal value of Rs. 1,500. As remuneration for their services the ordinary Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future.

91. The following provisions shall, after the said Don Philip Alexander Wijewardene shall have ceased to hold the office of Governing Director, apply, that is to say :—

- (1) The number of Directors shall not be less than two nor more than five.
- (2) The continuing Directors may act notwithstanding any vacancy in their body.
- (3) A Director shall have the power to nominate, in writing, any person, who is not disapproved of by a majority of the Directors of the Company, to act as alternate Director for a period (not to exceed six months) in his place, and at his discretion to remove such alternate Director; and on the appointment being made, the alternate Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration, and shall not be entitled to claim remuneration from the Company. The instrument appointing or removing an alternate Director shall be deposited at the office before it is acted upon.
- (4) The office of a Director shall be, *ipso facto*, vacated :—
 - (a) If he accepts or holds any other office under the Company except that of Managing Director, Secretary, Agent or Manager of the Company's business.
 - (b) If he becomes bankrupt, or suspends payment, or compounds with his creditors.
 - (c) If he is found lunatic, or becomes of unsound mind.
 - (d) If not already holding, he fails within two months of his appointment to acquire or subsequently ceases to hold the required amount of shares to qualify him for office.
 - (e) If he absents himself from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors. Provided that this provision shall not apply to any Director who shall for the time being be employed or engaged in serving the Company in the United Kingdom or elsewhere outside Ceylon.
 - (f) If by notice in writing to the Company he resigns his office.
 - (g) If the holder or holders of a majority of the shares of the Company request him in writing to resign, or if at a General Meeting of the Company of which due notice shall have been given, shareholders representing a majority of the issued capital of the Company pass a resolution calling on him to resign; and the office shall become vacant immediately on such resolution being passed.

CONTRACTS BY DIRECTORS.

92. 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 arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, but (except in those cases in which his co-Directors shall have knowledge of his interest, and except also, in the case of the said Don Philip Alexander Wijewardene, whilst acting as Governing Director) it is declared that the nature of his interest must be disclosed by him at the meeting of 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 Director after the acquisition of his interest, and that except as aforesaid, no Director shall as a Director vote in regard to any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

PROCEEDINGS OF DIRECTORS.

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

94. The said Don Philip Alexander Wijewardene, whilst holding the office of Governing Director, and after he shall have ceased to hold the same, any 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 a Director shall have one vote for every share held by him. Votes may be given either personally or by proxy, but a proxy must be one of the Directors, and must be appointed in writing under the hand of the appointer.

95. The said Don Philip Alexander Wijewardene shall, so long as he remains a Director and is willing to act, be the chairman of the Directors. Subject as aforesaid, 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.

96. 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 regulations of the Company for the time being vested in or exercisable by the Directors generally.

97. 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.

98. The meetings and proceedings of any such committee, consisting of two or more shareholders, 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.

99. 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.

100. In the absence of the Governing Director, and until he shall otherwise direct, 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.

101. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going to or residing in any particular locality, or otherwise, for any of the purposes of the Company, the Company shall remunerate the Director so doing either by a fixed sum or by a percentage of profits, or otherwise, as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his or their ordinary remuneration.

MINUTES.

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

- (1) Of all appointments of officers.
- (2) Of the names of the Directors present at each meeting of the Directors, and of any committee of Directors.

(3) Of all orders made by the Directors and committees of Directors.

(4) 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.

103. Subject and without prejudice to the provisions of clause 88 hereof, the management 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 the Ordinance expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the Ordinance 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.

104. 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, power:—

- (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, or privileges acquired by, or service 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 as either 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 think fit.
- (5) To appoint, and at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents, or 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 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 and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims 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 determine who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, indorsements, cheques, releases, contracts, and documents.
- (11) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realize such investments.
- (12) 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 upon.
- (13) To give to any officer or other 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, and any such commission, or share of profits, shall be treated as part of the working expenses of the Company.
- (14) Before recommending any dividend, to set aside out of the profits of the Company in any year—
 - (a) Such sums as they think proper as a reserve fund, to meet contingencies, or for equalizing dividends, or for repairing, improving, or 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, and
 - (b) Such sums (hereinafter referred to as the "Special Distribution Fund") as they think proper for distribution amongst those shareholders of the Company who, in the opinion of the Directors, have at any time, whether during such year or previously, by introducing customers or otherwise supporting or bringing or influencing to be brought business to the Company, contributed to the profits of the Company in that year, and to distribute such sums amongst those shareholders in such shares and proportions as the Directors shall (regard being had to the benefit derived by the Company during that year from the customers, support or business so introduced, brought or influenced to be brought by them respectively) deem fair and proper.
- (15) From time to time to make, vary, and repeal bye-laws for the regulation of the business of the Company, its officers, and servants, or any section thereof.
- (16) 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 consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

105. The Directors may from time to time provide for the management of the affairs of the Company abroad in such manner as they shall think fit, and the provisions contained in the six next following paragraphs shall be without prejudice to the general powers conferred by this paragraph:—

- (1) 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 abroad, and may appoint any persons to be members of such local board or any managers or agents, and may fix their remuneration.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) The Company may cause to be kept in any place in which it transacts business a branch register of shareholders resident in such place, and the Directors may from time to time make such provisions as they may think fit respecting the keeping of any such branch register.
- (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.

THE SEAL.

106. 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 in the presence of two Directors at least, who shall sign every instrument to which the Seal is affixed.

ACCOUNTS.

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

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

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

110. *Report to accompany statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the amount (if any) which they propose to carry to the Reserve Fund or Special Distribution Fund according to the provisions in that behalf hereinbefore contained, and the statement, report, and balance sheet shall be signed by the Directors.

111. *Copy of balance sheet to be sent to the Shareholders.*—A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

119. *Notice of dividend: forfeiture of unclaimed dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company,

and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this clause any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.

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

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

AUDIT.

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

123. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

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

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

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

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

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

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

NOTICES.

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

131. *Shareholders to register address.*—Every Shareholder shall furnish the Company with an address in Ceylon which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

139. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any) the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such

ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 26th day of August, 1919.

DON PHILIP A. WIJEWARDENE.
D. L. WIJEWARDENE.
FELIX F. MARTINUS.
D. C. WIJEWARDENE.
D. WALTER WIJEWARDENE.
D. A. T. WIJEWARDENE.
N. RICHARD SILVA.

Witness to the above signatures :

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

[First Publication.]

13 *Pages for*
MEMORANDUM OF ASSOCIATION OF THE FOREIGN TRADES, LIMITED.

1. The name of the Company is "THE FOREIGN TRADES, LIMITED."
2. The registered office will be situated in Colombo.
3. The objects for which the Company is established are—
 - (1) 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, either in a prepared, manufactured, or raw state, and either by wholesale or retail, 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; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (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 saw mill proprietors.
 - (7) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (8) 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, 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.
 - (9) 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, live stock, 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 vessel 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.
 - (10) 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.
 - (11) To carry on the business of underwriters or insurers of ships, goods, merchandise, or other property.
 - (12) 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, *brevets d' invention*, or non-exclusive, or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.

- (13) 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.
- (14) 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.
- (15) 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.
- (16) 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.
- (17) 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.
- (18) 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.
- (19) 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.
- (20) To carry on other business, which may seem to the Company capable of being conveniently carried on in connection with any of the above or calculated, directly or indirectly, to enhance the value of, or render profitable, any of the Company's property or rights.
- (21) 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.
- (22) 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.
- (23) 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.
- (24) 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.
- (25) 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.
- (26) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities.
- (27) 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.
- (28) 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.
- (29) 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.
- (30) 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.
- (31) 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.
- (32) 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.
- (33) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (34) Generally to purchase; take on lease or in exchange, hire, or otherwise acquire any immovable or movable property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (35) 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.
- (36) 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.

- (37) 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.
- (38) 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.
- (39) 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.
- (40) To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- (41) 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.
- (42) 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.
- (43) 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.
- (44) 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.
- (45) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock or obligations of any company or person, or partly one and partly another.
- (46) 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.
- (47) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

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 of or in trust for such "prohibited person" or "foreigner" or "corporation under foreign control," and it is further declared that the carrying on of the business of the Company subject to the said restriction as to transfers is one of the objects of the Company.

4. The liability of the members is limited.

5. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into Twenty thousand (20,000) shares of One hundred Rupees (Rs. 100) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and 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.
DON PHILIP A. WIJEWARDENE, Colombo	One
D. L. WIJEWARDENE, Colombo	One
FELIX F. MARTENUS, Colombo	One
D. C. WIJEWARDENE, Colombo	One
D. WALTER WIJEWARDENE, Colombo	One
D. A. T. WIJEWARDENE, Colombo	One
N. RICHARD SILVA, Colombo	One
Total number of Shares taken	Seven

Witness to the above signatures, this 26th day of August, 1919:

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

ARTICLES OF ASSOCIATION OF THE FOREIGN TRADES, LIMITED.

It is agreed as follows :—

1. *Table C not to apply; Company to be governed by these Articles.*—The regulations contained in Table C in the schedule annexed to "The Joint Stock Companies Ordinance, 1861," shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.
2. *Power to alter the regulations.*—The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—"Month" means a calendar month.

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

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

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

BUSINESS.

5. *Commencement of business.*—The Company may proceed to carry out the objects for which it is established and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

6. *Business to be carried on by Directors.*—The business of the Company shall be carried on by, or under the management or direction of, the Directors, as hereinafter provided, and subject only to the control of General Meetings, in accordance with these presents.

CAPITAL.

7. *Nominal capital.*—The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into Twenty thousand (20,000) shares of One hundred Rupees (Rs. 100) each.

SHARES.

8. *Allotment and issue.*—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 may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an issue of shares for 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. *Payment of amount of shares by instalments.*—If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the share.

10. *Acceptance.*—Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company from time to time directs.

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

12. *Shares held by a firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies, but not more than one partner may vote at a time.

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

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

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

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

17. *Trusts or any interest in share other than that of registered holder or of any person under clause 38 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

18. *Increase of capital by creation of new shares.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto, as such resolution shall direct.

19. *Issue of new shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof or any other General Meeting of the Company shall direct; and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

20. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

24. *Certificates to be under Seal of Company.*—The certificates of shares shall be issued under the seal of the Company and signed by two Directors and countersigned by the Secretary or some other person appointed by the Directors.

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

26. *Certificate to be delivered to the first-named of joint-holders not a firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first-named on the register.

TRANSFER OF SHARES.

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

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

(b) A share may be transferred by a Shareholder or other person entitled to transfer to any person; but the name of such proposed transferee should be first submitted to the Directors for their approval.

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

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

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

32. *Board may decline to register transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise; or to any person not approved by them.

33. *Not bound to state reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

34. *Registration of transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as Shareholder and retain the instrument of transfer.

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

36. *Directors not bound to inquire as to validity of transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.

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

TRANSMISSION OF SHARES.

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

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

40. *Failing such registration, shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

(d) *Shareholder still liable to pay money owing at time of forfeiture.*—Any Shareholder whose shares have been so declared forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

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

(b) *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made; but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto, on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent as aforesaid in any case in which but for this Article the object of the resolutions could have been effected without it.

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. *Power to borrow.*—The Directors shall have power to procure from time to time, in the usual course of business such temporary advances on the produce in hand, or in the future to be obtained, as they may find necessary or expedient for the purposes of the Company. 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, at such rate of interest and upon such terms and conditions as the Directors shall in their absolute discretion think fit. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures,

mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights, or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange.

MEETINGS.

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

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

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

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

62. *Requisition of Shareholders to state object of meeting; on receipt of requisition Directors to call meeting, and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

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

64. *Seven days' notice of meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

65. *Business requiring and not requiring notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Auditors retiring in rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

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

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal, a Shareholder may act.*—The Governing Director, or, if there be none, the Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the chair, then the Shareholders present shall choose one of their number to be Chairman.

70. *Business confined to election of Chairman while chair vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the chair is vacant.

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

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

VOTING AT MEETINGS.

73. *Votes.*—At any meeting every resolution shall be decided by the votes of the Shareholders present. In case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder and proxy and attorney; and unless a poll be immediately demanded by the Chairman or in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

75. *Poll how taken.*—If at any meeting a poll be demanded by the Chairman or by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned and the poll shall be taken at such time and in such a manner as the Chairman shall direct; and in such case every Shareholder shall have the number of votes to which he may be

entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney and entitled to vote shall have one vote for every share held by him.

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

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

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

81. *Shareholder in arrear or not registered at least three months previous to the meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak duly registered as the holder of the share in respect of which he claims to vote or speak.

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

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

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

The Foreign Trades, Limited.

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—Until otherwise determined by a General Meeting, the number of Directors shall not be less than two nor more than five.

88. *Governing Director.*—Don Philip Alexander Wijewardene shall be the Governing Director and (subject as hereinafter mentioned) shall hold the office during his life, and whilst he holds that office the government and control of the Company shall be vested in him, and he may exercise all the powers, authorities, and discretions hereby expressed to be vested in the Directors and all the other Directors (if any) for the time being of the Company shall be under his control and shall be bound to conform to his directions in regard to the Company's business, and whilst holding the office of Governing Director he may from time to time and at any time appoint any other persons (not exceeding four in number to be the Directors of the Company), and may from time to time define, limit, and restrict their powers and may at any time remove any Director howsoever appointed, and may at any time convene a General Meeting of the Company. Every such appointment and removal of a Director must be in writing under the hand of the Governing Director.

The said Don Philip Alexander Wijewardene may at any time, by notice in writing to the Company, resign his office of Governing Director, and shall, *ipso facto*, vacate the same if he be found lunatic or become of unsound mind; and if he shall resign his said office, he shall, if willing to act, become an ordinary Director.

89. *Remuneration to Governing Director.*—The said Don Philip Alexander Wijewardene, whilst holding the office of Governing Director, shall be entitled to remuneration for his services as may from time to time be arranged by the Director, and shall give such time and attention to the affairs of the Company as he shall think fit.

ORDINARY DIRECTORS.

90. Whilst the said Don Philip Alexander Wijewardene holds the office of Governing Director the ordinary Directors shall be such persons, if any (not exceeding four in number), as he shall from time to time appoint under the power in that behalf hereinbefore given to him; and upon the said Don Philip Alexander Wijewardene ceasing to be the Governing Director, a General Meeting of the Company shall forthwith be convened for the purpose of appointing Directors and determining all matters not herein expressly provided for relating to the future management of the Company by Directors. Such meeting shall be convened by the said Don Philip Alexander Wijewardene, if living and capable of acting, or if he be dead, or does not convene the same within seven days after he ceases to be Governing Director, then by the Directors (if any) in office; and if there are none, or if they do not convene the meeting within seven days after the power to do so arises, then by the holders of at least one-half of the issued capital of the Company for the time being; and for the purposes of this provision the executors or administrators of a deceased shareholder shall be deemed to be the holders of any shares standing in his name. The Directors (if any) in office at the time of the said Don Philip Alexander Wijewardene ceasing to be the Governing Director may act until the holding of the said meeting, but shall (with the exception of the said Don Philip Alexander Wijewardene, if living and capable of acting and willing to act as an ordinary Director) retire at the said meeting, and shall be eligible for election thereat. The qualification of every Director shall be the holding of shares in the Company of the nominal value of Rs. 1,500. As remuneration for their services the ordinary Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future.

91. The following provisions shall, after the said Don Philip Alexander Wijewardene shall have ceased to hold the office of Governing Director, apply, that is to say :—

- (1) The number of Directors shall not be less than two nor more than five.
- (2) The continuing Directors may act notwithstanding any vacancy in their body.
- (3) A Director shall have the power to nominate, in writing, any person, who is not disapproved of by a majority of the other Directors of the Company, to act as alternate Director for a period (not to exceed six months) in his place, and at his discretion to remove such alternate Director; and on the appointment being made, the alternate Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration, and shall not be entitled to claim remuneration from the Company. The instrument appointing or removing an alternate Director shall be deposited at the office before it is acted upon.
- (4) The office of a Director shall be, *ipso facto*, vacated :—
 - (a) If he accepts or holds any other office under the Company, except that of Managing Director, Secretary, Agent, or Manager of the Company's business.
 - (b) If he becomes bankrupt or suspends payment or compounds with his creditors.
 - (c) If he is found lunatic or becomes of unsound mind.
 - (d) If not already holding, he fails within two months of his appointment to acquire or subsequently ceases to hold the required amount of shares to qualify him for office.
 - (e) If he absents himself from the meetings of the Directors during a period of three calendar months without special leave of absence from the Directors. Provided that this provision shall not apply to any Director who shall for the time being be employed or engaged in serving the Company in the United Kingdom or elsewhere outside Ceylon.
 - (f) If by notice in writing to the Company he resigns his office.
 - (g) If the holder or holders of a majority of the shares of the Company request him in writing to resign, or if at a General Meeting of the Company of which due notice shall have been given, Shareholders representing a majority of the issued capital of the Company pass a resolution calling on him to resign; and the office shall become vacant immediately on such resolution being passed.

CONTRACTS BY DIRECTORS.

92. 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 arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, but (except in those cases in which his co-Directors shall have knowledge of his interest, and except also in the case of the said Don Philip Alexander Wijewardene, whilst acting as Governing Director) it is declared that the nature of his interest must be disclosed by him at the meeting of 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 Director after the acquisition of his interest, and that except as aforesaid, no Director shall as a Director vote in regard to any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

PROCEEDINGS OF DIRECTORS.

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

94. The said Don Philip Alexander Wijewardene, whilst holding the office of Governing Director and, after he shall have ceased to hold the same, any 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 a Director shall have one vote for every share held by him. Votes may be given either personally or by proxy, but a proxy must be one of the Directors, and must be appointed in writing under the hand of the appointer.

95. The said Don Philip Alexander Wijewardene shall, so long as he remains a Director and is willing to act, be the Chairman of the Directors. Subject as aforesaid, 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.

96. 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 regulations of the Company for the time being vested in or exercisable by the Directors generally.

97. 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.

98. The meetings and proceedings of any such committee, consisting of two or more Shareholders, 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.

99. 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.

100. In the absence of the Governing Director and until he shall otherwise direct, 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.

101. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going to or residing in any particular locality, or otherwise, for any of the purposes of the Company, the Company shall remunerate the Director so doing either by a fixed sum or by a percentage of profits, or otherwise, as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his or their ordinary remuneration.

MINUTES.

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

- (1) Of all appointments of officers.
- (2) Of the names of the Directors present at each meeting of the Directors, and of any committee of Directors.

(3) Of all orders made by the Directors and committees of Directors.

(4) 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.

103. Subject and without prejudice to the provisions of clause 88 hereof, the management 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 the Ordinance expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the Ordinance 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.

104. 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, power:—

- (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, or privileges acquired by, or service 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 as either 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 think fit.
 - (5) To appoint, and at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents, or 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 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 and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims 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 determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, indorsements, cheques, releases, contracts, and documents.
 - (11) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities and in such manner as they may think fit, and from time to time to vary or realize such investments.
 - (12) 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 upon.
 - (13) To give to any officer or other 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, and any such commission or share of profits shall be treated as part of the working expenses of the Company.
 - (14) Before recommending any dividend, to set aside out of the profits of the Company in any year—
 - (a) Such sums as they think proper as a reserve fund to meet contingencies, or for equalising dividends, or for repairing, improving, or 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; and
 - (b) Such sums (hereinafter referred to as the "Special Distribution Fund") as they think proper for distribution amongst those Shareholders of the Company who, in the opinion of the Directors, have at any time, whether during such year or previously, by introducing customers or otherwise supporting or bringing or influencing to be brought business to the Company, contributed to the profits of the Company in that year, and to distribute such sums amongst those Shareholders in such shares and proportions as the Directors shall (regard being had to the benefit derived by the Company during that year from the customers, support or business so introduced, brought or influenced to be brought by them respectively) deem fair and proper.
 - (15) From time to time to make, vary, and repeal bye-laws for the regulation of the business of the Company, its officers, and servants, or any section thereof.
 - (16) 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 consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.
105. The Directors may from time to time provide for the management of the affairs of the Company abroad in such manner as they shall think fit, and the provisions contained in the six next following paragraphs shall be without prejudice to the general powers conferred by this paragraph:—
- (1) 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 abroad, and may appoint any persons to be members of such local board or any managers or agents, and may fix their remuneration.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) The Company may cause to be kept in any place in which it transacts business a branch Register of Shareholders resident in such place, and the Directors may from time to time make such provisions as they may think fit, respecting the keeping of any such branch register.
- (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.

THE SEAL.

106. 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 in the presence of two Directors at least, who shall sign every instrument to which the seal is affixed.

ACCOUNTS.

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

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

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

110. *Report to accompany statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the Shareholders, and the amount (if any) which they propose to carry to the Reserve Fund or Special Distribution Fund according to the provisions in that behalf hereinbefore contained and the statement, report, and balance sheet shall be signed by the Directors.

111. *Copy of balance sheet to be sent to the Shareholders.*—A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

123. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an Auditor.

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

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

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

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

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

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

NOTICES.

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

131. *Shareholders to register address.*—Every Shareholder shall furnish the Company with an address in Ceylon, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this Twenty-sixth day of August, 1919.

DON PHILIP A. WIJewardENE.
D. L. WIJewardENE.
FELIX F. MARTINUS.
D. C. WIJewardENE.
D. WALTER WIJewardENE.
D. A. T. WIJewardENE.
N. RICHARD SILVA.

Witness to the above signatures :

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

[First Publication.]

The Clunes Estates Company of Ceylon, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, September 27, 1919, at 11.30 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended June 30, 1919.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business duly brought before the Meeting.

The Transfer Books of the Company will be closed from September 20 to 27, 1919, both days inclusive.

By order of the Directors,
WHITTALL & Co.,
Agents and Secretaries.

Colombo, September 17, 1919.

The Rambodde Tea Syndicate, Limited.

NOTICE is hereby given that the Third Ordinary General Meeting of the Shareholders of this Company will be held at the Company's registered office, Lloyd's buildings, No. 11, Prince street, Fort, Colombo, on Monday, October 6, 1919, at 12 noon:—

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1919.
2. To elect a Director.
3. To appoint an Auditor for the current year.
4. To transact such other business as may properly be brought before the Meeting.

The Transfer Books of the Company will be closed from October 1 to 6, 1919, both days inclusive.

By order of the Directors,
AITKEN, SPENCE & Co.,
Agents and Secretaries.

Colombo, September 17, 1919.

The Naragoda Rubber Company, Limited.

NOTICE is hereby given that the Sixth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, No. 14, Queen street, Fort, Colombo, on Friday, September 26, 1919, at 12.30 P.M.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1919.
2. To declare a dividend in sterling.
3. To elect a Director.
4. To appoint an Auditor.

5. To transact any other competent business that may be brought before the Meeting.

By order of the Directors,
GEORGE STEUART & Co.,
Colombo, September 18, 1919. Agents and Secretaries.

The Pine Hill Estates Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Company will be held at the Company's registered office, Gaffoor's building, Colombo, on Friday, September 26, 1919, at noon.

Business.

To appoint one or more Directors.

By order,
MACKWOODS, LIMITED,
Colombo, September 15, 1919. Agents and Secretaries.

The Moheyedeen Company, Wellawaya, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the registered office, No. 1, Bazaar street, Monaragala road, Wellawaya, on Friday, September 26, 1919, at 2 P.M., to confirm, as a special resolution, the subjoined resolution which was duly passed by the requisite majority at the First Ordinary Annual General Meeting on Thursday, September 11, 1919:—

“That the registered office of the Company be transferred from Wellawaya to the town of Dikwella, Matara District, in the Island of Ceylon.”

By order of the Directors,
A. H. NOORMOHAMMAD,
Wellawaya, September 13, 1919. Secretary.

Arcadia Coconut Estates, Limited.

In the District Court of Colombo.

No. 850. In the matter of the Arcadia Coconut Estates, Special. Limited (and reduced), and in the matter of “The Joint Stock Companies Ordinances, 1861, 1888, and 1893.”

NOTICE is hereby given that a petition presented to the District Court of Colombo on the 3rd day of September, 1919, for confirming a special resolution reducing the capital of the above-mentioned Company from Rs. 2,000,000 to Rs. 1,912,340 by cancellation of 8,766 shares issued to the vendors in part payment of the purchase price of Arcadia estate, which have been surrendered by the Vendors to or for the benefit of the Company, is directed to be heard before William Wadsworth, Esq., District Judge of Colombo, on the 29th day of September, 1919, at 11 A.M. Any creditors or shareholders of the Company desiring to oppose the making of an order for the reduction of the

capital of the said Company under the above acts should appear at the time of hearing by himself or his counsel for that purpose.

Dated at Colombo, this 9th day of September, 1919.

By order of Court,

V. R. MOLDRICH,
Secretary.

R. 2/5/19
In the Matter of "The Enemy Firms Liquidation Ordinance, No. 20 of 1916," as amended by No. 4 of 1917, and in the Matter of the Enemy Firm of Adolph Wilhelm Karl Cuntze, Albert Cuntze, and the Representatives of the late Eduard Cuntze and of the Firm of Adolph Wilhelm Karl Cuntze.

NOTICE is hereby given that a first and final dividend is intended to be declared in the above matter. Any persons having any claim against the above, which has not been admitted by me, are required to come in and prove such claim on or before October 1, 1919, and in default thereof they will be excluded from any benefit under the liquidation.

Dated this 17th day of September, 1919, at No. 2, Queen street, Fort, Colombo.

M. J. HARDING,
Liquidator.

R. 4/5/19
Auction Sale under Mortgage Decree of House Property in Tanque Salgado, Mutwal.

UNDER and by virtue of the commission issued to me in case No. 1051 of the District Court of Colombo, I shall sell by public auction on Saturday, October 11, 1919, at 2 p.m. at the spot, the following premises specially and primarily mortgaged with the plaintiff and declared bound and executable under the decree in the said case, against Mrs. W. L. de Alwis and Biyanwilage Don David Wijesekera, the defendants, for the realization of the sum of Rs. 2,500 and interest and costs of suit, to wit:—

All that allotment of land, with the buildings thereon, bearing assessment No. 3495/32, situated touching the southern side of Elie House road and the northern side of Uplands at Tanque Salgado, in Mutwal, in Kotahena Ward, of the Municipality of Colombo, in extent 1 rood and 4' 18 perches.

Further particulars can be had from Messrs. de Vos & Gratiaen, the plaintiff's Proctors, or from—

G. EMANUEL DABERA,
Auctioneer and Broker.

No. 117, Hulftsdorp.

R. 4/5/19
Auction Sale under Mortgage Decree of Property in Kalutara District.

In the District Court of Colombo.

P. C. de Silva, executor of the last will and testament of the late L. John Elvis de Silva Plaintiff.

No. 51,373. Against

(1) Lokukankanange Andris Peiris and (2) Manikku-tuppahige William Fernando Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, October 18, 1919, at 2 p.m., at the spot, the following premises specially and primarily mortgaged and declared bound and executable under the decree in the said case for the realization of the sum of Rs. 400, interest, and cost of suit, to wit:—

All that allotment of land called Naguwangodawatta situated in the village Madawita, in the Walallawiti pattu of Pasudun korale, in the District of Kalutara, in extent about 3 acres.

Further particulars can be had from Messrs. de Vos & Gratiaen, the plaintiff's Proctors, or from—

G. EMANUEL DABERA,
Auctioneer and Broker.

No. 117, Hulftsdorp.

R. 2/5/19
Auction Sale of a Valuable House Property at Albion Road, Dematagoda, Colombo.

UNDER instructions from the administrator in testamentary proceedings No. 6,536, D. C., Colombo, and with the leave of court obtained in the said case, I shall sell

by public auction, on Saturday, October 4, 1919, at 4 p.m., at the spot, viz. :—

All that defined allotment of land marked letter B, with the buildings and plantations standing thereon, bearing assessment No. 1, situated at Dematagoda, now known as Albion road, Colombo; containing in extent 19 90/100 perches.

For further particulars apply to Messrs. M. R. & M. S. J. Akbar, Proctors, and Notaries, Colombo, or—

8, Hulftsdorp street, H. D. JOHN PERIS,
Colombo, September 16, 1919. Auctioneer and Broker.

Auction Sale.

In the District Court of Colombo.

UNDER decree entered and by virtue of the commission issued to me in case No. 53,468 of the said court, I shall put up for sale by public auction on October 11, 1919, at 4.30 p.m., at the spot, the following property declared specially bound and executable for the recovery of the amounts due under the said decree, to wit:—

All that portion of the garden called Madangahawatta, together with the trees and buildings standing thereon, situated at Laxapathiya in Moratuwa, in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; containing in extent 1 rood and 7 68/100 perches.

54, Belmont street, H. M. PERIS,
Colombo, September 15, 1919. Auctioneer and Broker.

Auction Sale.

In the District Court of Negombo.

Moderapedige Domisiano Fernando Plaintiff
No. 13,298. Vs.

(1) Wattalapedige Marthino Fernando of 4th Division, Hunupitiya, (2) Rawanna Mana Rawanna Mana Ramanadan Chetty of Negombo Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction at the respective spots, on Friday, October 10, 1919, the under-mentioned properties, mortgaged by mortgage bond No. 8,766, dated December 4, 1912, attested by T. H. de Silva, Notary Public, to wit:—

At 4 p.m.

1. An undivided $\frac{1}{2}$ share from and out of the land comprised of several contiguous lots, viz., $\frac{1}{2}$ share of Ambagahakumbura, Ambagaha alias Rukkattanagahawatta, and $\frac{1}{2}$ share of Ambagahawatta (excluding the fibre mills fixed therein and all its accessories), situate at Maha Hunupitiya, in Dunagaha pattuwa, in extent about 2 $\frac{1}{2}$ acres, and of all the plantations standing thereon, as primary mortgage.

At 4.30 p.m.

An undivided $\frac{1}{2}$ share of the land Siyambalagahawattupanguwa, situate at 4th Division, Hunupitiya, within the gravets of Negombo, in extent about 1 rood, and of all the buildings standing thereon, as secondary mortgage.

For further particulars apply to D. W. Samaratinga, Esq., Proctor, Negombo, or to me:

K. L. PEREIRA,
Negombo, September 16, 1919. Auctioneer.

Auction Sale of Properties at Kotakampu, in the Town of Negombo.

UNDER decree in case No. 13,671, D. C., Negombo, entered in favour of the plaintiff Pena Reena Ve-yanna Rana Ana Ramasamy Chetty of Negombo, against the defendants (1) Kurukulasuriya Maria Regina Fernando and husband (2) ditto John Hugo Fernando, (3) ditto Ana Maria Fernando, all of Kotakampu in Negombo, and surety (4) ditto Joachim Joseph Fernando of St. Joseph's street, Negombo, 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. 1,123, dated October 15, 1914, and attested by D. L. E. Amerasinghe, Notary, by public auction, at the respective spots, on Tuesday, October 14, 1919, to wit:—

At 4 p.m.

1. All that portion of land called Suriyagahawatta, situate at Kotakampu, within the gravets and in the District

of Negombo, Western Province, in extent about 2 perches, and the buildings standing thereon.

At 4.30 P.M.

2. All that portion of land called Suriyagahawatta, situate at Kotakampu aforesaid, in extent about 3 perches. Further particulars from Messrs. Amerasinghe & Ranasinghe, Proctors and Rotaries, Negombo, or—

M. P. KURERA,
Auctioneer.

Negombo, September 16, 1919.

Auction Sale of Property at Wattala, in the District of Colombo:

UNDER decree in case No. 13,478, D. C., Negombo, entered in favour of the plaintiff Kuna Pana Rawanna Mana Ana Vena Alagappa Chetty, by his attorney Kuna Pana Rawanna Mana Ana Vena Kannapper Chetty of Negombo, against the defendants (1) Carwagodage Don Frederick Wijayawickrama Jayawardena Appuhamy and surety (2) Madurawalage Don Juan Jayawardene Appuhamy, both of Wattala, 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. 1,168, dated January 14, 1915, and attested by D. L. E. Amerasinghe, Notary, by public auction, at the spot, at 3 P.M., on Monday, October 13, 1919, to wit:—

All those two divided portions of the land called Milla-gahawatta, with the buildings and plantations thereon, situate at Wattala, in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province, now forming one land that could be included in one survey, and in extent 1 acre and 28 $\frac{34}{100}$ perches.

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

M. P. KURERA,
Auctioneer.

Negombo, September 16, 1919.

Auction Sale of Property at Nagoda, in the District of Colombo.

UNDER decree in case No. 13,655, D. C., Negombo, entered in favour of the plaintiff Kana Nana Kana Rupa Kana Kannappa Chetty of Negombo, against the defendant Richard Francis Perera Jayatileke, Advocate, of Negombo, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 414, dated May 6, 1916, and attested by P. D. F. de Croos, Notary, by public auction, at the spot, at 4 P.M., on Monday, October 13, 1919, to wit:—

The several contiguous portions of lands and fields called Kahatagahawatta, Godaporagahawatta, Delgaha alias Kos-gahawatta, Bogahakumbura, and Bogahakumbura alias Halgahakumbura, now forming one land called Molewatta, situate at Nagoda, in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province, containing in extent 3 acres and 37 perches, according to plan No. 6,865, dated April 4, 1916, and drawn by Peter de Almeida, Licensed Surveyor, together with all and singular the buildings and plantations thereon.

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

M. P. KURERA,
Auctioneer.

Negombo, September 16, 1919.

Auction Sale of Property at Udangawa, in the District of Negombo.

UNDER decree in case No. 13,666, D. C., Negombo, entered in favour of the plaintiff Suna Pana Kana Nana Suppramaniam Chetty, by his attorney Ponniah Mulla of Negombo, against the defendants (1) Warnakulauriya Abilino Tissera and (2) ditto Anaththasiya Fernando, husband and wife, both of Udangawa, 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. 357, dated January 16, 1917, and attested by Tudor Ranasinghe, Notary, by public auction, at the spot, at 4 P.M., on Thursday, October 16, 1919, to wit:—

The land formed of the contiguous portions, viz.: $\frac{1}{2}$ share of Kahatagahawatta, $\frac{1}{2}$ share of the $\frac{1}{2}$ shares of

Kahatagahawatta, Kosgahawatta, $\frac{1}{2}$ share of Kahatagahawatta, Parasmarathadithotam, and $\frac{1}{2}$ share of Kahatagahawatta, situate at Udangawa, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent about 3 acres, and the buildings standing thereon (excluding therefrom an undivided $\frac{1}{2}$ share of Pavasamarathadithotam and the buildings).

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

M. P. KURERA,
Auctioneer.

Negombo, September 16, 1919.

Auction Sale under Mortgage Decree of Valuable Property in Negombo Town.

UNDER decree in case No. 13,596, D. C., Negombo, entered in favour of the plaintiff P. M. N. Narayanan Chetty of Negombo vs. Pilikandevitarnege Don Raphael Appu of 3rd Division, Tammita, Negombo, defendant, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties specially mortgaged by bonds Nos. 184 and 371, dated respectively November 28, 1914, and January 10, 1916, attested by P. D. F. de Croos, Notary Public, by public auction, at the respective spots, on Saturday, October 11, 1919, commencing at 4 P.M.:—

Schedule A.—(1) An undivided half share of the land called Madangaha alias Pillagodella, with the buildings standing thereon, situate at 3rd Division, Tammita, within the gravets of Negombo, in the District of Negombo, Western Province, containing in extent 89 yards in length and 50 yards in breadth, as primary mortgage.

(2) An undivided $\frac{1}{2}$ share of the land called Kosgahawattepanguwa, situate at 4th Division, Tammita, within the gravets of Negombo aforesaid, containing in extent about 1 rood, as primary mortgage.

Schedule B.—Both the lands mentioned in above schedule A as a secondary mortgage.

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

H. R. DIRCKZE,

Negombo, September 15, 1919. Auctioneer.

Auction Sale under Mortgage Decree of Valuable Property in Negombo Town.

UNDER decree in case No. 13,434, D. C., Negombo, entered in favour of Nana Vana Ana Kristian Pulle of Negombo, plaintiff, vs. (1) Wismanadandannage Maria Silva of 2nd Division, Hunupitiya, Negombo, (2) T. Don Marthelis Costa of Kotahena, Colombo, (3) T. Don Louisa Costa of Mulsalangama, (4) P. Manu Perera of 4th Division, Tammita, and (5) I. Naidham of 2nd Division, Hunupitiya, Negombo, 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 specially mortgaged by bond No. 13,005, dated January 23, 1917, and attested by T. H. de Silva, Notary Public, Negombo, by public auction, at the spot, on Saturday, October 11, 1919, at 10 A.M.:—

The undivided 13/16 shares, with the buildings standing thereon, from and out of the $\frac{1}{2}$ share of a portion of the land called Divulgahawatta, situate at 2nd Division, Hunupitiya, within the gravets of Negombo, in the District of Negombo, Western Province, containing in extent about 1 rood.

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

H. R. DIRCKZE,

Negombo, September 15, 1919. Auctioneer.

Auction Sale.

In the District Court of Galle.

Ana Roona Ana Roona Sovenna Mana Narayanan Chetty Plaintiff.
No. 16,543. Vs.

(1) Akmeemana Mahanama Gamage Endoris Goonasekera of Wanduramba, (2) Muttu Kana Lena Welayden Chetty of Sea street, Colombo, (3) Veeanna Rana Muttu Carpen Chetty of India Defendants.

UNDER and by virtue of the decree entered in the above case, and the order issued therein, I shall sell by public auction at the several spots the following property

specially bound and executable for the recovery of the amount of the said decree on the dates and hours herein-after mentioned:—

On October 10, 1919, commencing at 2 P.M.

1. All the soil and plantations of the land called Dolabodahena, Dolabodakele, and Udumulledeniya, adjoining each other and forming one block, with all the buildings standing thereon, situate at Warakapitiya in Weligam korale, containing in extent 44 acres 3 roods and 26 perches.

2. All the soil and plantations of the defined allotment marked letter A of the land Kongahahena, situate at Warakapitiya aforesaid, containing in extent 12 acres 2 roods and 2 perches.

3. All the soil and plantations of the allotment of land called Maguruwillehena, situate at Akurugoda, in Weligam korale, containing in extent 32 acres 1 rood and 19 perches.

4. All the soil and plantations of the allotment of land called Andawela-addaraowita, situate at Warakapitiya aforesaid, in extent 1 rood and 34 perches.

On October 11, 1919, at 1 P.M.

All those undivided 3168245/5015736 parts of the soil and plantations of the lands called Metikonehena, Mawatahena, Meeyokehena, Erangahahena, Kekirihena, Nawalehena, Marawehena, and Katuthiambrawehena, adjoining each other and forming one block marked No. 32, situate at Dampahalawatukanda, in Udugaha pattu in Morawak korale, in extent 145 acres and 21 perches.

CHAS. M. GOONESEKERA,
Auctioneer.

Sale by Auction of Valuable Property under Mortgage Decree.

In the District Court of Kurunegala.

Kana Nana Vana Chena Letchimanan Chetty, by his attorney ~~Kana Nana Vana Chena Vairawan Chetty~~ of Kurunegala..... Plaintiff.

No. 7,319. Vs.

(1) Ukkuwa Dureyalage alias Siriyalage Siriya of Ipalawa, (2) Miyanna Kana Hamidu of Pannala, both of Ihalawisideke korale..... Defendants.

BY virtue of the decree entered in the above case, and the order issued to me therein, I shall put up for sale by public auction at the spot the following property bound and executable for the recovery of Rs. 5,916.25, with further interest on Rs. 3,500 at 18 per cent. per annum from March 6, 1919, to date of decree and thereafter with legal interest on the aggregate amount, and costs of suit, viz.:—

On Saturday, October 18, 1919, at 1 P.M.

The contiguous allotments of land called Kosgahamulakumburewatta, of about 5 lahas kurakkan in extent, Kirivanapathalehena, now garden of about 8 lahas kurakkan in extent, Dangahawalehena, now garden of about 8 seers kurakkan, situate at Ihalawa in Ihalawisideke korale, Hiriyala hatpattu; Meegahamulahena, now garden of about 3 kurunies of kurakkan in extent, situate at Pahalawalala in the said korale; Hitinagederawatta of 1 timba kurakkan in extent, situate at the said village, all containing in extent 18 acres 3 roods and 15 perches according to the plan dated December 31, 1914, made by Mr. E. C. Daniels, Licensed Surveyor, with all the houses, buildings, and plantations thereon.

For further particulars please apply to Messrs. C. P. & C. H. Markus, Proctors, Supreme Court, Kurunegala, or to—

September 16, 1919.

D. M. PERERA,
Auctioneer.

Auction Sale under Mortgage Decree.

UNDER the decree entered in D. C., Kurunegala, case No. 5,116, against Wijesundara Gunaratna Teenakoon Mudiyansele Kiri Banda Korala of Kandededera, in Angomu korale and another, 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, on Saturday, October 4, 1919, the following property declared specially bound and executable under the said decree:—

(1) All those contiguous allotments of land called Warahena, now a garden of 5 lahas kurakkan sowing extent, Kolongahamulahena, now garden of 5 lahas kurakkan sowing extent, and Werellagollehena, now garden of 5 lahas kurakkan sowing extent, now forming one property.

(2) From and out of the land called Ketakalagahamulahena, now garden of 2 lahas kurakkan sowing extent, the northern $\frac{1}{2}$ share of 1 laha kurakkan sowing extent.

The said 2 allotments of land lying contiguous to each other and now forming one property, situate at Thoranagedera, in Meddeketiya korale of Katugampola hatpattu, Kurunegala District; containing in extent 14 acres 2 roods and 19 perches, according to the figure of survey made by Mr. E. C. Daniels, Surveyor, on November 27, 1914, together with all the buildings, plantations, and everything thereon.

Further particulars from Messrs. F. N. & E. Daniels, Proctors and Notaries, Kurunegala, or—

S. P. SOCKALINGAM PILLAI,
Kurunegala, September 8, 1919. Auctioneer.

Sale by Auction under Mortgage Decree.

In the District Court of Puttalam.

Mena Pana Suna Palaniappa Chetty, by his attorney Mena Pana Suna Udappa Chetty of Puttalam .. Plaintiff.

No. 3,248. Vs.

(1) Sego Madar Annavy Mohamado Hamido Usen Annavy of Kandakuda, (2) Sego Sadakku Tulla Marakar Ali Tamby Marakar of Teli .. 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:—

October 11, 1919, at 10 A.M.

(a) The land consisting of coconut garden and tobacco gala, containing in extent about 3 $\frac{1}{2}$ acres, called and known as Pukkarumbuthennamtotam, situate at the village, Mudalaipaly in Akkara pattu, in Puttalam District, North-Western Province; boundaries: north by the garden belonging to Meera Lebbe Pattany Rauter and others, east by plain and path, and south and west by garden belonging to Assena Marakar Thamby Marakar and others; the entirety within these boundaries.

October 11, 1919, at 10.30 A.M.

(b) The coconut garden called Pukkarumbutotam, situate at the village Mudalaipaly aforesaid, and containing in extent about 1 $\frac{1}{2}$ acre; boundaries: north by garden belonging to Miskin Levvai and others, east by the aforementioned first, and south by garden belonging to Assena Marakar Tamby Marakar and others, and west by garden belonging to Udaman Kanny Pariyari and others; out of the contents within these boundaries, an undivided $\frac{1}{2}$ share together with all, singular, the plantations therein, the crops and produce thereof, and the buildings 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 payment of the said amount, interest, and costs.

Further particulars apply to W. S. Strong, Esq., Crown Proctor, Puttalam, or to the undersigned—

P. M. M. CADER SAIBO MARAKAR,
Puttalam, September 15, 1919. Auctioneer.

Auction Sale of Valuable Properties at Muducatuwa, in Chilaw District.

THE DECREE in case No. 6,050, D. C., Chilaw, entered in favour of the plaintiff James Caulfield Herat Senewiratna, Mudaliyar, of Muducatuwa, against the defendants (1) Pitigalage Maria Kurera, (2) Pitigalage Gonsel Kurera, (3) Pitigalage Girigoris Kurera, (4) Porutotage Juan Fernando, all of Muducatuwa, (5) Pitigalage Orthasia Kurera, (6) Ponnampemurage Entharis Fernando of Lancigama, (7) Angampolage Stephen Fernando of Marawila, (8) Pitigalage Christian Kurera of Muducatuwa, 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. 552, dated November 18, 1910, and attested by D. P. J. Jayasiriwardane, Notary, by public auction, at the respective spots, on Saturday, September 20, 1919, to wit:—

At 4.30 P.M.

(1) An undivided 50 coconut trees without the soil, from and out of the garden called Kahatagahawatta, situate at Marawila, Meda palata, of Pitigal korale; and bounded on the north by a portion of Marawila estate which was the garden planted by Radanachchia belonging to the heirs of Senewiratna Mudaliyar, on the east also by a portion of Marawila estate planted by Juan Perera belonging to the

heirs of the said Mudaliyar, on the south by the hedge of the jak trees, and on the west by a portion of Marawila estate planted by Pelis Appu and others belonging to the heirs of the said Mudaliyar; containing in extent 27 acres 3 roods and 28 perches (excluding therefrom for the soil owners the entire soil and one-half of the coconut trees), and an undivided 4/11 shares out of the planter's half share of the coconut trees on the said land belonging to the 2nd, 3rd, 4th, and 5th defendants, exclusive of 587 coconut trees, and an undivided 4/11 shares belonging to the 1st, 2nd, 3rd, and 5th defendants from 175 coconut trees out of the planter's half share of trees.

(2) An undivided 165 coconut trees, exclusive of the soil, from and out of the garden called Meelagahawatta and Ambagahawatta, which are a portion of the aforesaid garden called Kahatagahawatta, situate at the said Marawila Muducatuwa; and bounded on the north and west by the portion planted by the late Saviel Kurera, on the east by the fence which separates the trees of the planting compensation allotted to Justina Kurera and Saviel Kurera; and on the south by the hedge of the jak trees of the garden planted by Juse Perera; containing in extent 4 acres 1 rood and 25 perches.

Further particulars from Messrs. Corea & Anderson, or—

Chilaw, August 30, 1919.

S. P. ABEYAKOON,
Auctioneer.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION.—Irrigation Works, Northern Province.

REVISED specification prepared under sections 39, 41, and 46 of "The Irrigation Ordinance, No. 45 of 1917," showing the allotments of all lands benefited by the Chinnar dam, in the Mullaitivu District, Northern Province, the names, so far as they can be ascertained of the proprietors, and the amounts due upon each allotment.

No.	Name of Allotment.	Name of Proprietor.	Extent.			Rate at	
			A.	R.	P.	Re. 1 per Acre.*	Rate at 10 cents per Acre. †
						Rs. c.	Rs. c.
1	Kaddaiyantarai	V. W. Kandaiya	10	0	0	10 0	1 0
2	Atankaraivayal	S. Pedurupillai (administrator for the estate of the late M. Christian)	1	2	0	1 50	0 15
3	Do.	K. W. Tampaiya, Mudaliyar	4	0	0	4 0	0 40
4	Do.	K. Veluppillai, Udaiyar	3	3	25	3 90	0 39
5	Do.	K. W. Tampaiya, Mudaliyar	1	2	10	1 56	0 16
6	Sinnattadivayal	Suppaiyar Nagalingaiyar	2	3	4	2 78	0 28
7	Marutadittarai	Gnanam, wife of Abraham	20	0	0	20 0	2 0
8	Vannankulavayal	T. M. Lebbe Marakkayar	2	1	9	2 31	0 23
9	Do.	do.	10	1	15	10 28	1 3
10	Tulukkentoduvai	Miskeemamma, widow of Aiginiapillai	20	0	0	20 0	2 0
11	Do.	V. M. Selvatampu	20	0	0	20 0	2 0
12	Do.	C. Chelliah, Mudaliyar (administrator for the estate of the late V. M. Kandiah)	4	0	0	4 0	0 40
13	Do.	V. M. Somasekaram	4	0	0	4 0	0 40
14	Taddavayal	S. Kanapatippillai	2	0	0	2 0	0 20
15	Do.	A. S. Suvakkipillai	2	0	0	2 0	0 20
16	Do.	K. W. Tampaiya, Mudaliyar	2	0	0	2 0	0 20
17	Tillamvanvayal	M. M. Asanalebbe	8	2	17	8 60	0 87
18	Unnappulavayal	Kanaku, widow of Chipiriyan	5	0	0	5 0	0 50
19	Setarayanvayal	S. Vettivelu	15	0	0	15 0	1 50
			138	3	30	138 93	13 91

* Rate at Re. 1 per acre is to be recovered for 1919.

† Rate at 10 cents per acre is to be recovered in other years.

Mullaitivu Kachcheri,
August 8, 1919.

A. N. STRONG,
Assistant Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Friday, August 8, 1919.

The Council met this day at 3 P.M., pursuant to notice dated August 1, 1919.

Present.—Mr. R. W. Byrde, Chairman; Mr. C. P. Dias; Major A. W. de Wilton; the Hon. Mr. N. H. M. Abdul Cader; Mr. Arthur Alvis; Mr. H. L. de Mel, C.B.E.; Dr. W. P. Rodrigo; Mr. T. L. Villiers; Mr. F. R. Senanayake; Mr. W. C. S. Ingles; Mr. M. Cassim Ismail; Mr. W. Philips; the Hon. Dr. E. L. Hunt, C.M.G.; and Mr. A. E. de Silva.

1. The Minutes of the General Meeting of July 11, 1919, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.

Resolved that the word "only" in item No. 3 in 7th line from bottom of page 151 be omitted.

Resolved that the Minutes of the General Meeting of July 11, 1919, be confirmed, subject to the above amendment.

2. The Chairman read the following:—I am pleased to say that since the last meeting of Council no case of plague has been recorded. The last case for the year occurred on March 17 last. The total for the year remains at 4 as compared with 65 cases for the same period in 1918 and 180 cases in 1917.

3. Pursuant to notice, Dr. W. P. Rodrigo asked the Chairman the following questions:—(a) Whether Government has opened a rice depôt in Colombo, and, if so, whether it was with his approval, consent, or knowledge? What are the circumstances that have led to the opening of this depôt, and who are the people it is supposed to serve?

The Chairman replied as follows:—(a) No rice depôt has been opened by the Government in Colombo, but a so-called depôt was opened by the Deputy Food Controller, Chalmers Granaries, for the distribution of rice to the servants of those residing in the Government bungalows. It was opened without my knowledge and consent. I did not approve of it, and I am of opinion that it was contrary to the general lines of the policy adopted. The circumstances which led to its being opened were the difficulties which the servants of those residing in the Government bungalows experienced in obtaining their supplies from the local depôt. The case was considered by the Deputy Food Controller as being analogous to the case of the firms and institutions which he supplies with rice. I differed from this opinion. The depôt has been closed. I have no official correspondence with the Deputy Food Controller to submit.

Pursuant to notice, Dr. W. P. Rodrigo also asked the Chairman:—(b) Whether the vacancy caused in the head clerkship of the Public Health Department has been filled, and, if not, whether the Chairman will be good enough to consult the Members of the late Salaries Committee before he does so, in view of the fact that there were various instances of dissatisfaction which the Committee could not fully satisfy for one reason or another.

The Chairman replied as follows:—(b) The vacancy has not been filled. The question of a recommendation of an appointment to the vacancy is being submitted to the Finance Committee and the Sanitation Committee. I do not consider it necessary to submit it to the Salaries Committee, which has not been appointed to deal with individual appointments.

The Chairman stated that Dr. W. P. Rodrigo had sent in the question standing in his name as item No. 4 after the prescribed time, but that the question may be asked with the permission of Council.

4. The permission of Council having been granted, Dr. W. P. Rodrigo asked the Chairman if he will be good enough to obtain for the residents of the city a weekly supply of rice to save the serious wastage of time of the wage-earning classes from having to wait at the rice depôts for several hours daily.

The Chairman replied as follows:—The Food Controller is in a position to give the Municipality a week's supply of rice. The difficulty of dealing with it is the question of the daily transport of the rice to the depôts. As has already been announced it is open to the rice card holders at the present time to buy rice for a three days' supply at the depôts. Perhaps later it may be possible to make such arrangements as will allow of the issue of a week's supply.

Pursuant to notice, Dr. W. P. Rodrigo moved that this Council views with regret and dissatisfaction the very unfair and inequitable manner in which the Government has treated this Council with regard to rice distribution. He spoke at some length on the subject, comparing the allotments made to the Council, and those granted to the rural districts, and quoting figures. Mr. C. P. Dias seconded.

Mr. M. Cassim Ismail questioned whether the motion was in order, as it amounted to a vote of censure on the Government.

The Chairman held that it was in order as dealing with the question of the distribution of rice.

The Chairman asked the Council to disassociate themselves from the motion. He was satisfied that the Government had not treated the Council in "a very unfair and inequitable manner."

Dr. W. P. Rodrigo replied.

Mr. F. R. Senanayake gave a personal explanation with reference to a remark which had been made by him at a previous meeting and which the mover had quoted.

The Chairman put the motion to the meeting and it was declared lost, 2 voting for it and 12 against.

5. Pursuant to notice, Mr. H. L. de Mel, C.B.E., moved that a return be furnished showing the number of building permits issued during the years 1917, 1918, and up to June 30, 1919:—(1) For residential houses of a better class; (2) substantial additions to existing houses; (3) alterations to houses and tenements on sanitary grounds; (4) new tenements or dwellings for the poor. The Hon. Mr. N. H. M. Abdul Cader seconded.

The Chairman stated that he had had the return prepared and it was very interesting as showing a great stimulus recently in the building trade. He quoted the figures and said that the return would be circulated for the information of Members.

The motion was put to the meeting and it was declared carried.

Mr. C. P. Dias moved that the Council do go into Committee to consider items Nos. 6 to 10, inclusive, on the agenda. Mr. Arthur Alvis seconded.—Carried.

(Council in Committee.)

6-10. The following extracts from the Minutes of the Special and the Standing Committees named were then laid before the Council in Committee:—

Extracts from the Minutes of the Special Committee on Drainage Works of July 21, 1919.

(5) To consider a plan and estimate of Rs. 6,285.63 from the Acting City Sanitation Engineer for the erection of a latrine at Municipal Market, Bambalapitiya.—Recommended.

(6) To recommend supplementary provision of Rs. 500 under vote M 40 L. "Wellawatta Latrine" (Sanitation Department) to meet cost of work not provided for in estimate and excess expenditure by the Waterworks Engineer.—Recommended.

Resolution.

Resolved that the above recommendations of the Special Committee be adopted.

Extracts from the Minutes of the Standing Committee on Sanitation and Markets of July 28, 1919.

(3) To consider an application from Zainudeen Pakeer for a license to sell mutton at No. 44, Armour street.—Recommended.

(7) To consider a petition from the cattle dealers with regard to the Cattle Mart and Quarantine Station.—The Committee was of opinion that cattle should not be kept in the Mart for a longer period than a month, but they should be discharged if not contacts within a month of admission to the Quarantine Station. The dealers should be informed that this policy will be adopted as from November 1, 1919.

(8) To consider letter No. 129 of July 25, 1919, from the Municipal Veterinary Surgeon *re* cattle disease at the Cattle Mart and Quarantine Station, and recommending—

- (a) The appointment of an additional Stock Inspector on a salary of Rs. 600, rising to Rs. 1,200 per annum by annual increments of Rs. 48, and an allowance of Rs. 300 per annum.—Recommended.
- (b) The appointment of 6 coolies, as this number was reduced owing to retrenchment during the war, bringing the staff to 18 coolies.—Recommended that 6 additional coolies be appointed, bringing the number up to 18 the pre-war staff, on a salary of Rs. 180 each per annum, rising to Rs. 240 by annual increments of Rs. 6.
- (c) The placing of both watchers on the permanent staff; at present only one watcher is on the permanent staff.—Recommended that two additional watchers be appointed to the permanent staff on a salary of Rs. 210 per annum, rising to Rs. 360 by annual increments of Rs. 6.

Resolution.

Resolved that the above recommendations of the Standing Committee be adopted.

Extracts from the Minutes of the Standing Committee on Municipal Works of July 30, 1919.

(3) To consider an application from the Ceylon Safety Matches Company, Limited, for a supply of water to their factory in 14th lane, Bambalapitiya.—Recommended that the main be laid in accordance with the provisions of the Ordinance.

(4) To recommend under section 18 (4) of Ordinance No. 19 of 1915, the private street lines for 11th lane, Bambalapitiya, as indicated in plan No. 1,454 of June 17, 1919, and signed by the Municipal Works Engineer.—Recommended.

(5) To consider a plan and an estimate of Rs. 6,285·63 from the Acting City Sanitation Engineer for the erection of a latrine at the Municipal Market at Bambalapitiya.—Recommended.

(6) To recommend supplementary provision of Rs. 1,176 under vote M 17, "Upkeep of latrines" (Sanitation Department), to meet the cost of fixing 67 new taps to improve the water supply in the public latrines, as per Waterworks Engineer's estimate of June 16, 1919.—Recommended.

(7) To consider copy of letter No. 116 of July 28, 1919, from Mr. M. R. Atkins, the Resident Engineer, Colombo Drainage Works, to the Hon. the Colonial Secretary, giving notice of termination of his agreement in February next as Resident Engineer, Colombo Drainage Works, and asking that:—(a) He may be granted permission to leave Ceylon at the beginning of September on half pay leave, and to hand over his duties to Mr. R. G. Waterhouse as Acting Resident Engineer from that date; (b) he and his family may be provided with passages to England as per his agreement.—Recommended.

Resolution.

Resolved that the above recommendations of the Standing Committee be adopted.

Extracts from the Minutes of the Standing Committee on Finance of July 30, 1919.

(3) To consider the recommendation for the appointment of a collector for A Division, Maradana.—Recommended that Mr. William Henry de Fonseka be appointed on probation for six months.

(4) To consider the points raised by the deputation of Plumbago Merchants' Union *re* fees for plumbago curing yards and storing of plumbago, and the reservation of special areas for the plumbago industry.—Recommended that the fee for the grading, curing, and storing of plumbago be reduced to Rs. 250 and the fee for storing plumbago be reduced to Rs. 50, and that the by-law be altered to give effect to this recommendation.

(6) To consider an application from Mr. S. E. R. Solomon, Head Clerk, Correspondence Branch, Finance Department, to sanction his acceptance of the appointment of Secretary, Local Board, Jaffna, and his retention of pension rights under the Council for his service of eleven years, in terms of rule 18 of the Municipal Pension Minute.—Recommended.

(7) To consider correspondence *re* leave granted to Captain C. L. Cox.—Recommended that Captain C. L. Cox be granted full pay leave till his return by the "City of Exeter."

(8) To recommend re-conveyance of premises No. 2,166/25, Dean's road, vested in the Council to (1) Amsa Umma, (2) Yahiya Umma, and (3) Nabisa Umma, daughters of Pakeer Tamby Mohamado Ally, on payment of all rates and costs, &c., that may be due up to the end of the quarter in which the re-conveyance may be signed (a sum of Rs. 375·14 has been paid up to 4th quarter, 1918).—Recommended.

(9) To consider an application from the Ceylon Safety Matches Company, Limited, for a supply of water to their factory in 14th lane, Bambalapitiya.—Recommended.

(10) To recommend supplementary provision of Rs. 500 under vote M 40 L, "Wellawatta latrine" (Sanitation Department), to meet cost of work not provided for in the estimate and excess expenditure by the Waterworks Engineer.—Recommended.

(12) To consider a plan and an estimate of Rs. 6,285·63 from the Acting City Sanitation Engineer for the erection of a latrine at the Municipal Market at Bambalapitiya.—Recommended.

(13) To recommend supplementary provision of Rs. 1,176 under vote M 17, "Upkeep of latrines" (Sanitation Department), to meet the cost of fixing 67 new taps to improve the water supply in the public latrines, as per Waterworks Engineer's estimate of June 16, 1919.—Recommended.

(14) To consider:—(a) The question of the payment of one day's pay for the daily paid employes of Council for the public holiday on July 19, 1919, in connection with the Peace Celebrations.—Recommended.

(b) The question of whether extra pay for one day should be granted to those whose services could not be dispensed with on the day of the celebrations.—Recommended that a day's extra pay be granted to those men in the City Sanitation Department, Waterworks Department, and the Veterinary Department, who worked a full day on Saturday, July 19, as their work was indispensable.

(15) To consider a report of the Hon. the Attorney-General, forwarded by the Hon. the Colonial Secretary, *re* proposed alterations to the Municipal Pension Rules regarding the allocation of a climatic bonus in respect of an officer transferred from the service of Government to the Municipality, or from the Municipality to Government.

Recommended that the Draft submitted by the Hon. the Attorney-General be adopted, viz.:—(a) At the end of rule 2 (iii.) the following new paragraph should be inserted:—

"These rates include in each case a climate bonus of 5/60ths representing five years' service, granted for service in the tropics."

(b) The following shall be inserted as sections 18 (a) and 18 (b) under the heading "Pension rights of officers transferred to or from the service of the Municipality" :—

18. (a) An officer who has been transferred with the approval of the Council to employment under Government shall retain a claim to ultimate pension for his services under the Municipality, provided that he retires under circumstances which would entitle him to pension if he remained in the service of the Council; provided further that if his appointment be abolished or his employment terminated before attaining the pensionable age of 55 years for any other reason than ill-health or inability to discharge efficiently the duties of his office he shall have no claim to pension until he attains that age or is certified to be permanently incapacitated for further service.

In all such cases pension will only be based upon the salary drawn while in the service of the Municipality and upon the length of such service, and will be at the rate 1/60th of each year of service, together with an addition to such service, which shall bear a like proportion to five years as his services under Municipality bears to the whole period of his services under the Municipality and Government; provided that the addition shall in no case be greater than would make his total public employment forty years.

18. (b) An officer who has been transferred to the service of the Municipality from the service of Government may, if he shall retire from the services of the Municipality after having ten years' public service in all, but before completing ten years' service under the Municipality, be awarded in lieu of the gratuity mentioned in section 2 (iv.) an annuity which shall bear such proportion to 15/60ths of his salary under the Municipality as his services under the Municipality bears to ten years.

(16) To recommend, under rule 24 of the Municipal Pension Minute, the grant of a gratuity of Rs. 117 to the widow and three minor children of Sarnelis, disinfecting cooly of the Public Health Department, as follows:—Three months' salary to the widow, Rs. 58·50; one month's salary to each of the three minor children, Rs. 58·50; total, Rs. 117.—Recommended.

(17) To recommend the sanction of Council to the lodging of a portion of the collections from the Rice Distribution Depôts in the Chartered Bank, Colombo, as the Bank of Madras has found it impossible to deal with the large collections of small change brought in from the depôts from day to day.—Recommended.

(19) To consider a petition from W. Paul Perera, the contractor for fruit baits, Rat Destruction Department, for compensation in view of the loss suffered by him in consequence of the rise in the price of fruits.—Recommended that fresh tenders be called for.

(20) To consider an application from the Municipal Veterinary Surgeon for the appointment of an additional clerk in division II. for the accounting work of his department.—Recommended that a temporary clerk be appointed for five months.

(21) To recommend that the sum of about Rs. 87·70 incurred by the Works Engineer in connection with the display of fireworks be paid out of the surplus balance of the vote of Rs. 2,500 passed by the Council on July 11, 1919, for the amusement of children on Peace Celebration Day.—Recommended.

(22) To consider letter No. 129 of July 25, 1919, from the Municipal Veterinary Surgeon *re* cattle disease at the Cattle Mart and Quarantine Station, and recommending—

(a) The appointment of an additional Stock Inspector on a salary of Rs. 600, rising to Rs. 1,200 per annum by annual increments of Rs. 48, and an allowance of Rs. 300 per annum.—Recommended.

(b) The appointment of 6 coolies, as this number was reduced owing to retrenchment during the war, bringing the staff to 18 coolies.—Recommended that 6 additional coolies be appointed, bringing the number up to 18, the pre-war staff, on a salary of Rs. 180 each per annum, rising to Rs. 240 by annual increments of Rs. 6.

(c) The placing of both watchers on the permanent staff, at present only one watcher is on the permanent staff.—Recommended that two additional watchers be appointed to the permanent staff on a salary of Rs. 210 per annum, rising to Rs. 360 by annual increments of Rs. 6.

(24) To consider copy of letter No. 116 of July 28, 1919, from Mr. M. R. Atkins, the Resident Engineer, Colombo Drainage Works, to the Hon. the Colonial Secretary, giving notice of termination of his agreement in February next as Resident Engineer, Colombo Drainage Works, and asking that :—(a) He may be granted permission to leave Ceylon at the beginning of September on half pay leave, and to hand over his duties to Mr. R. G. Waterhouse as Acting Resident Engineer from that date; (b) he and his family may be provided with passages to England as per his agreement.—Recommended.

(25) To recommend for the sanction of Council the following items of expenditure for, and appointments to, the Rice Distribution Department :—

(1) Raising of the shroff's pay from Rs. 100 to Rs. 175 per mensem.

(2) Two assistants, instead of one, for the shroff at Rs. 50 per mensem each.

(3) The approval of the following appointments :—(a) Mr. G. L. Ramanadan, shroff, at Rs. 175 per mensem; (b) Mr. A. Kanagasabai, (c) Mr. Carl E. Arndt, (d) Mr. James F. van Langenberg, (e) Mr. Rex de Saram, supervisors, at Rs. 150 per mensem, and an allowance of Rs. 50 per mensem.

(4) The appointment of three peons and binders at Rs. 17·50 per mensem or less.

(5) The employment of daily paid staff for writing out rice cards, as many as may be found necessary, at Re. 1 per day per clerk.

(6) The payment of coolies daily for transport of rice up to a maximum of Re. 1·50 per day per cooly and Rs. 2 per day for the kangany.

(7) The payment of 50 cents per day to Mr. Ludekens, assistant storekeeper, for travelling by rickshaw and tram on rice duty.

(8) Also to sanction the following payments :—One supervising officer at Rs. 75 per mensem, depôt-keepers at Rs. 40 per mensem, measurers at Rs. 15 per mensem, employed by Mr. F. R. Senanayake, M.M.C., in connection with the rice depôts in his Ward until the Financial Assistant can take over the depôts in this Ward.—Recommended.

(26) To recommend that Mr. D. M. Boderagama, bookkeeper of the Finance Department, be granted an increment of Rs. 60 in division I., grade II., and also two increments of Rs. 72 in division I., grade I., to bring his salary up to Rs. 1,344.—Recommended.

(27) To consider letter No. 197 of July 28, 1919, from the Medical Officer of Health *re* Liveramentu Cemetery, asking that the staff of coolies be increased by two, there being only two at present who are grave diggers. The cost, at Rs. 18 per cooly per month, will be Rs. 36 per month.—Recommended.

(29) To consider an application from the Financial Assistant for permission to install two fans and four lights in the new room for the audit clerks.—Recommended.

Resolutions.

With regard to item No. 4 (corresponding to item No. 3 of the extracts from the Minutes of the Standing Committee on Law and General Subjects of August 1, 1919), the Chairman moved that the recommendations of the Standing Committees be adopted. Mr. C. P. Dias seconded.—Carried.

With regard to item No. 26 Mr. F. R. Senanayake supported the recommendation, but deprecated the principle of promoting juniors over their seniors simply on the ground that the seniors could not be spared from their posts.

Resolved that the recommendation of the Standing Committee be adopted and that the date of the commencement of the increments be fixed at July 1, 1919.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Law and General Subjects of August 1, 1919.

(2) To consider an application from Messrs. M. R. & M. S. J. Akbar, Proctors, on behalf of the owners of premises No. 116, 2nd Division, Maradana, for certain concessions in connection with the re-erection, without the permission of the Chairman, of buildings within the street lines laid down for Maradana.—Recommended that Government be requested to amend the Ordinance No. 19 of 1915 by the addition of a section to the following effect:—

In the event of any application being made for permission to re-erect any building within any street lines defined under this or any other Ordinance for any public street, such permission may be granted provided that the Council shall, by resolution, decide that the widening of the particular public street or any section thereof shall not be undertaken for a period of at least ten years, and provided also that the person making such application shall enter into a bond that in consideration of such permission being granted to him he shall remove the building, which shall have been so re-erected, in accordance with such permission, without compensation, when called upon to do so after the expiration of a period of ten years from the passing of the said resolution, for the purpose of widening the said street.

(3) To consider the points raised by the deputation of Plumbago Merchants Union *re* fees for plumbago curing yards and storing of plumbago and the reservation of special areas for the plumbago industry.—Recommended that the by-law be altered by the deletion of Rs. 500 in paragraph 4, schedule B, and of Rs. 100 in paragraph 5, and by the insertion of Rs. 250 in paragraph 4 and of Rs. 50 in paragraph 5, so that the by-law shall be as follows:—

Schedule B.

	License Fee.
Paragraph 4: plumbago grading or curing store and yard	Rs. 250
Paragraph 5: plumbago store	Rs. 50

(4) To recommend, under section 18 (4) of Ordinance No. 19 of 1915, the private street lines for 11th lane, Bambalapitiya, as indicated in plan No. 1,454 of June 17, 1919, and signed by the Municipal Works Engineer.—Recommended.

(5) To consider a report of the Hon. the Attorney-General, forwarded by the Hon. the Colonial Secretary, *re* the proposed alterations to the Municipal Pension Rules regarding the allocation of a climatic bonus in respect of an officer transferred from the service of Government to the Municipality or from the Municipality to Government.—Recommended that the draft prepared by the Hon. the Attorney-General be adopted (*vide* item No. 15 of the Standing Committee on Finance of July 30, 1919).

Resolutions.

With regard to item No. 2 it was resolved that the consideration of the matter be deferred and that the recommendation of the Standing Committee on Law and General Subjects be referred to the Standing Committees on Municipal Works and Finance.

Resolved that the recommendations of the Standing Committee on Law and General Subjects with regard to the remaining items be adopted.

Mr. C. P. Dias moved that the Council do resume and that the resolutions of Council in Committee be adopted, as amended. Mr. Arthur Alvis seconded.—Carried.

The Chairman formally moved, in Council, that the recommendations of the various Committees, subject to any amendments of such recommendations by the Council in Committee, be adopted. Mr. Arthur Alvis seconded.—Carried.

11. To consider, in terms of section 102 of Ordinance No. 6 of 1910, the Chairman's Administration Report for the financial year, 1918.

Mr. Arthur Alvis moved that, in terms of section 102 of Ordinance No. 6 of 1910, the Chairman's Administration Report for the financial year 1918 be submitted in due course to His Excellency the Governor. Mr. C. P. Dias seconded.—Carried.

Mr. C. P. Dias moved that the leave referred to in items Nos. 12, 13, and 14 of the agenda be sanctioned. Mr. H. L. de Mel seconded.—Carried.

12. To sanction excess leave of 9 days over 42 days granted to Mr. P. P. de Silva, draughtsman, Works Department, owing to ill-health.

13. To sanction excess leave of 24 days over 42 days granted to Mr. A. P. Gunawardene, surveyor, Works Department, owing to ill-health.

14. To sanction excess leave of 61 days over 42 days granted to J. Albert Perera, machine boy, Printing Department, owing to ill-health.

The following documents were laid on the table:—

15. The City Analyst's reports on town water for July, 1919, and the Municipal Bacteriologist's report on town water for July, 1919.

16. The Progress Report No. 101 of the Acting City Sanitation Engineer for July, 1919.

17. The Report of the Resident Engineer, Colombo Drainage Works, for June, 1919.

18. Statements of receipts and disbursements from January 1 to June 30, 1919, together with a statement of No. 2 account (riot) up to June 30, 1919, respectively, and progress reports showing expenditure for June, 1919.

Return of Committees of the Municipal Council for 1919.

Proceedings of Committees.

Return of average daily supply and consumption of water for July, 1919.

The Works Engineer's report for June, 1919, on the condition of tramway routes.

Report of the Acting Municipal Bacteriologist of work done during June, 1919.

Diaries of the following officers for the month of July, 1919:—

The Works Engineer and his Assistants, the Acting Waterworks Engineer and his Assistant, the Medical Officer of Health and his Assistants, the Prosecuting Inspectors, the Acting City Sanitation Engineer, the Financial Assistant to the Chairman and the Officers of his Department, the Veterinary Surgeon and his Officers, and the City Analyst.

Confirmed on September 5, 1919:

R. W. BYRDE,
Chairman, Municipal Council, and Mayor of Colombo.

R. W. BYRDE,
Chairman, Municipal Council, and
Mayor of Colombo.

Colombo Municipality, Riot Account.—Statement of Receipts and Disbursements to July 31, 1919.

Head of Revenue.	Receipts to July 31, 1919.		Head of Expenditure.	Expenditure to July 31, 1919.	
	Rs.	c.		Rs.	c.
Advance by Government ..	850,000	0	Repaid to Government ..	850,000	0
Fines account ..	10,000	0	Awards account ..	914,296	33
Riot Compensation:—			Loss by theft ..	7,500	0
Commutation tax ..	667,208	0	Office expenses ..	6,886	89
Assessment tax ..	479,684	22	Commission on commutation tax ..	20,251	79
Bank interest ..	3,168	20	Commission on assessment tax ..	6,579	98
Miscellaneous receipts ..	1,806	74	Interest to Government ..	62,921	15
	2,011,867	16		1,868,436	14
Deposit Account ..	333	66	Suspense Account ..		
			Cash:—		
			At Bank ..	Rs. 18,714	68
			In hand ..	Rs. 50	00
				18,764	68
			Transferred to No. 1 Account (to pay off arrears of Sinking Fund on Drainage and Waterworks Loans) ..	125,000	0
Total ..	2,012,200	82	Total ..	2,012,200	82

August 19, 1919.

S. H. WADIA,
Financial Assistant to the Chairman,
Municipal Council.

MUNICIPALITY OF GALLE.—Supplemental Budget No. 1 for 1919.

RECEIPTS.		Rs.	c.
Cash balance on December 31, 1918 ..		53,928	67
DISBURSEMENTS.			
No. of Vote.		Rs.	c.
1 ..	Pensions.—Gratuity to widow of Deonis de Silva, Overseer, Pettigala canal, three months' salary ..	60	0
24 ..	Miscellaneous.—For silver casket ..	Rs. 305	
	Illuminated address ..	100	
	Decorations, &c. ..	115	
		520	0
46 ..	Town Clock, repairs.—New staircases, repairs to machinery, &c. ..	336	25
58 ..	Analysis of water and foodstuffs.—Vote exceeded in providing boxes, ice, and transport of samples of water for analysis ..	50	0
68 ..	Buckets (latrine).—Wear and tear of buckets ..	600	0
69 ..	Disinfectants.—Increased cost of materials ..	350	0
81 ..	Upkeep of reservoir, &c.—Materials for valve tower and repairs to float pipe, &c. ..	150	0
89 ..	Repairs to carts.—Repairs to scavenging and latrine carts ..	1,000	0
95 ..	Drainage, Fort.—Clearing sewers, &c. ..	250	0
103 ..	Improvements to roads.—Cross road between Halls' road and Talapitiya road ..	2,500	0
104 ..	Town survey.—To meet expenditure in excess of estimate ..	271	3
108 ..	Relief of distress ..	2,500	0
109 ..	Purchase and improvement of Chetty latrine, Kaluwella ..	1,800	0
110 ..	Road rollers.—Purchase of three ..	1,132	50
92 ..	Upkeep of Municipal buildings.—Repairs to latrines, slaughter-houses, &c. ..	200	0
97 ..	Repairs to buildings in Segregation Camp and Infectious Diseases Hospital.—Re-cadjaning sheds ..	25	0
12 ..	Assessing and selling properties.—Fees for surveying properties sold for arrears of taxes ..	527	25
		12,272	3
	Balance ..	41,656	64
	Total ..	53,928	67

The Municipal Office,
Galle, August 19, 1919.By order, ARTHUR ARNDT,
Secretary.

ROAD COMMITTEE NOTICES.

Sale of Ferry Rents.

NOTICE is hereby given that the Chairman of the Provincial Road Committee for the Western Province will receive tenders at the Colombo Kachchéri, at 12 noon, on Tuesday, September 30, 1919, for the purchase of the under-mentioned ferry rents of the Western Province, from January 1 to December 31, 1920.

Separate tenders should be made for the several rents as shown below. The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash, and should the offer be accepted by the Chairman to furnish approved security for one-half of the purchase amount, or

in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Chairman's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Committee's Proctor for examining and giving his opinion of the title deeds of properties tendered by him as security and for examining and for settling the security bond, and the fees charged by the Committee's Proctor for examining documents and drawing the security bond, the expenses of appraising the properties and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909, as amended by Ordinance No. 16 of 1917.

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

The Chairman reserves to himself the right, without question, of rejecting any or all tenders.

Further information can be obtained on application to the Chairman, Provincial Road Committee, Colombo.

TOLLS OTHER THAN THOSE ON THE TRUNK ROADS.

A.—Colombo District.

Toll at the Wewala ferry.

B.—Negombo District.

Toll at the Siduwa ferry.

C.—Kalutara District.

1. Toll at the Kitulgahawatta ferry..
2. Toll at the Badureliya ferry.
3. Weralugastotupola *alias* Frocester ferry.

Provincial Road Committee, J. G. FRASER,
Colombo, September 16, 1919. Chairman.

Ulapane-Riverside 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 sums 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 118 of 1918-19.)

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

1st to 2nd section, 1 mile.

Total acreage, 1,816—Moiety of cost, Rs. 280·56—
Sectional rate, ·1544c.—Total rate, ·1544c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	Mahavilla	321	49	60
Do. and T. A. Griffiths	Weliganga and Halgolla	204	31	51
Vailoo Cangany	Mahugahena	65	10	4
Messrs. Lee, Hedges & Co. and S. P. Robertson	Kanapediwatta	393	60	72
Korale Estates Co., Messrs. Cumberbatch & Co., and R. Wynell Mayo	Riverside	390	60	26
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	98	15	14
Do.	Nugawella	195	30	12
Do. and T. A. Griffiths	Denmark	150	23	17
			280	56

3rd section, $\frac{1}{2}$ mile.

Total acreage, 1,816—Moiety of cost, Rs. 140·28—
Sectional rate, ·0772c.—Total rate, ·0772c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	Mahavilla	321	24	80
Do. and T. A. Griffiths	Weliganga and Halgolla	204	15	75
Messrs. Lee, Hedges & Co. and S. P. Robertson	Kanapediwatta	393	30	36
Vailoo Cangany	Mahugahena	65	5	2
Korale Estates Co., Messrs. Cumberbatch & Co., and R. Wynell Mayo	Riverside	390	30	13
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	98	7	57
Do.	Nugawella	195	15	6
Do. and T. A. Griffiths	Denmark	150	11	59
			140	28

4th, 5th, and 6th sections, $1\frac{1}{2}$ mile.

Total acreage, 1,141—Moiety of cost, Rs. 420·84—
Sectional rate, ·3688c.—Total rate, ·3688c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Messrs. Lee, Hedges & Co. and S. P. Robertson	Kanapediwatta	393	144	96
Vailoo Cangany	Mahugahena	65	23	97
Korale Estates Co., Messrs. Cumberbatch & Co., and R. Wynell Mayo	Riverside	390	143	85
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	98	36	14
Do.	Nugawella	195	71	92
			420	84

7th, 8th, and 9th sections, 1·32 mile.

Total acreage, 683—Moiety of cost, Rs. 370·32—
Sectional rate, ·5421c.—Total rate, ·5421c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Korale Estates Co., Messrs. Cumberbatch & Co., and R. Wynell Mayo	Riverside	390	211	46
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	98	53	13
Do.	Nugawella	195	105	73
			370	32

Abstract.

	Rs.	c.	Rs.	c.
Mahavilla estate	74	40	222	83
Weliganga and Halgolla	47	26	39	3
Kanapediwatta	236	4	34	76
Riverside	445	70		
Dambagalla	111	98	1,212	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 September 30, 1919.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, September 16, 1919. Chairman.

Ulapane-Riverside Branch Road.

(Ulapane 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, situated on 2nd section of the 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 under-mentioned estates to make up the private contributions as follows:—

(Estimate No. D 486 of 1918-19.)

Government moiety .. Rs. 150·50
Private contributions .. Rs. 152·00

Total acreage, 1,816—Rate per acre, ·0837c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
The English and Scottish Co-operative Wholesale Societies and Geo. Benzie	Mahavilla	321	26 87
Do. (T. F. Griffiths)	Weliganga and Halgolla	204	17 7
Do.	Denmark	150	12 55
Messrs. Lee, Hedges & Co. and S. P. Robertson	Kanapediwatta	393	32 90
Vailoo Cangany	Mahugahena	65	5 44
Korale Estates Co., Messrs. Cumberbatch & Co., and R. Wynell Mayo	Riverside	390	32 65

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The English and Scottish Co-operative Wholesale Societies and R. C. Wiggin	Dambagalla	98	8 20
Do.	Nugawella	195	16 32
			152 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 September 30, 1919.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, September 16, 1919. Chairman.

Lantern Hill-Somerset Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1919, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the under-mentioned estates to make up the private contributions, as follows:—

Government moiety	Rs. 1,300
Private contributions	Rs. 2,249

1st to 2nd section, 1 mile.

Total acreage, 1,810—Moiety of cost, Rs. 562·25—
Sectional rate, 3106c.—Total rate, 3106c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
E. L. F. de Soysa (J. D. Mendis)	Lantern Hill	357	110 90
W. S. Blackett (R. S. Northway)	Jak Tree Hill	345	107 17
Do.	Kendagolla	25	7 77

1st to 4th section, 2 miles.

Total acreage, 1,083—Moiety of cost, Rs. 562·25—
Sectional rate, 5191c.—Total rate, 8297c.

E. G. Jonklaas	Gertiville	28	23 24
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1st to 6th section, 3 miles.

Total acreage 1,055—Moiety of cost, Rs. 562·25—
Sectional rate, 5329c.—Total rate, Re. 1 3626c.

Heirs of Mrs. A. J. Stephens, R. Smerdon	Cooroondowatta	486	662 28
A. Stephens	Hapugahawatta	87	118 56
Heirs of Martin Kotala- wala (M. H. Reeves)	Roywatta	50	68 14

1st to 8th section, 4 miles.

Total acreage, 432—Moiety of cost, Rs. 562·25—
Sectional rate, Re. 1 3015c.—Total rate, Rs. 2 6641c.

G. C. S. Hodgson, R. Smerdon	Somerset	432	1,150 94
			Total 2,249 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. Rolf Smerdon (Chairman, Local Committee), Somerset estate, Gampola, on or before September 30, 1919.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, September 15, 1919. Chairman.

Alloowihara-Dullewa-Gap Estate Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee of the above road will be held at the Beredewela office at 9.30 A.M. on Friday, October 3, 1919.

Business:

- To read the notice confirming the meeting.
- To confirm minutes of the previous meeting.
- To draw up an estimate for the maintenance of the road for the year commencing October 1, 1919.

4. To prepare a list of estates to be assessed for the private contribution on the above estimate.

5. To consider any other matter duly brought before the meeting.

Nikakotua estate, HAROLD VICKERS,
September 8, 1919. Chairman, Local Committee.

Bevilla-Digowa Estate Cart Road.

NOTICE is hereby given that the Local Committee for the above road having reported to the Provincial Road Committee of the Province of Sabaragamuwa that the estates interested in the said road have been assessed for the expenditure incurred from January 1 to December 31, 1918, in the maintenance of the said road, namely, Rs. 2,406·01, on the acreages and for the sections set forth in the subjoined schedule, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 24 of the Estate Roads Ordinance, No. 12 of 1902, will on Tuesday, September 23, 1919, at 2 P.M., at their office in Ratnapura, proceed to consider and confirm the assessment made by the Local Committee, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

SCHEDULE REFERRED TO.

Section A from Digowa to Tatuwalakanda boundary,
a distance of $\frac{1}{2}$ mile.

Proprietors or Agents.	Estates.	Acreage.	Contribution Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Company, Agents	Manikanda	437	90 2
Messrs. L. Bayly and G. A. Talbot	Digowa	541	111 46
Mrs. N. E. Wijesekera, care of D. D. Pedris, Pettah, Colombo	Donrill	70	14 42
	Total		215 90

Section B from Tatuwalakanda boundary to Ambalampitiya
at the Sitawaka-ganga, a distance of $1\frac{1}{2}$ mile.

1st section, 1 mile.

Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Company, Agents	Manikanda	437	111 38
Messrs. L. Bayly and G. A. Talbot	Digowa	541	137 87
Mrs. N. E. Wijesekera, care of D. D. Pedris	Donrill	70	17 84
A. J. R. de Soysa	Tatuwala- kanda	446	113 66

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

Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Company, Agents	Manikanda	437	107 5
Messrs. L. Bayly and G. A. Talbot	Digowa	541	132 52
Mrs. N. E. Wijesekera, care of D. D. Pedris	Donrill	70	17 14
A. J. R. de Soysa	Tatuwala- kanda	446	109 25
	Total		746 71

Section C from Ambalampitiya at the Sitawaka-ganga
to Bevilla cart road, a distance of $2\frac{1}{2}$ miles.

Nagolla (Ceylon) Rubber and Tea Plantation, Ltd., Messrs. Carson & Company, Agents	Manikanda	437	106 15
Messrs. L. Bayly and G. A. Talbot	Digowa	541	131 40
Mrs. N. E. Wijesekera, care of D. D. Pedris	Donrill	70	17 0
A. J. R. de Soysa	Tatuwala- kanda	446	108 33
T. A. de S. Wijeratna	Pannila	180	43 72

Part B Proportion paid for Construction by the Four Estates originally.

	Acreage.	1st Assessment.		2nd Assessment.		Total.	
		Rs.	c.	Rs.	c.	Rs.	c.
Manikkanda ..	437	18,387	40	15,889	43	34,276	83
Digowa ..	544	22,761	87	19,670	69	42,432	56
Tatuwalakanda ..	344	7,409	2	12,042	23	19,451	25
Pannila ..	180	—	—	4,051	96	4,051	96
Total ..	1,501	48,558	29	51,654	31	100,212	60

LOCAL BOARD NOTICES.

List of Persons to be elected and to vote for
Local Board, Moratuwa.

NOTICE is hereby given that the lists of persons qualified to be elected and of persons qualified to vote at the election of Unofficial Members of the Local Board of Moratuwa to be held on December 4, 1919, are open to inspection during office hours at the office of the Local Board of Moratuwa, and that I will attend the said office at 9 A.M. on October 3, 1919, for the purpose of hearing all claims for insertion of any name in the said lists and all objections to any name inserted therein.

The Kachcheri,
Colombo, September 3, 1919.

J. G. FRASER,
Government Agent.

Election of Unofficial Members, Local Board, Moratuwa.

NOTICE is hereby given that a meeting will be held at 9 A.M. on December 4, 1919, at the Local Board Office, Moratuwa, to elect three Unofficial Members for the Local Board of Health and Improvement of the Town of Moratuwa for the years 1920 and 1921, and that nomination of candidates will be received at the said office not later than November 21, 1919.

The Kachcheri,
Colombo, September 11, 1919.

J. G. FRASER,
Government Agent.

Notice of Sale, Local Board, Kalutara.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Desestra Kalutara, which have been seized under section 34 of Ordinance No. 13 of 1898, and section 41 of the Ordinance No. 16 of 1865, for default of the payment of assessment tax due for the 2nd quarter, 1919, will be sold by public auction, at the premises, on Saturday, October 4, 1919, and following days, commencing at 10 A.M.

B. BELLETH,
for Assistant Government Agent.

The Kachcheri,
Kalutara, September 15, 1919.

No.	Name of Owner.	Name of Land.
660.	Estate of D. H. de Fonseka	Mawatabadauswatta
691.	W. S. Mendis	Mawatabadamahawatta
825.	A. B. Salman Perera	Appukuttiyawatta
837.	W. Peduru Perera	Mawalayawatta
857.	Estate of D. H. de Fonseka	Delgahawatta
916.	W. S. Fonseka Arasakularatne	Etaheraliyagahawatta
954.	Estate of D. H. de Fonseka	Gorciyawatta
1017.	W. S. Fonseka Arasakularatne	Etaheraliyagahawatta
1134.	W. Simon Mendis	Bamunugewatta
1278.	Estate of D. H. de Fonseka	Rathmahara alias Pili-patha alias Wellabadawatta

Statement of Revenue and Expenditure of the Sanitary Board
Towns in the Matale District for the Year 1918.

DAMBULLA.			
Revenue.		Rs.	c.
Sanitary rates	199	91	
Refund of stamp duty	61	50	
Commutation tax	96	0	
Dog tax	2	50	
Miscellaneous receipts	168	75	
		528	66
Balance on December 31, 1917	953	60	
Total ..		1,482	26

Expenditure.		Rs.	c.
Salaries	261	47	
Commission, and remuneration to collectors and assessors	19	76	
Petty expenses	46	80	
Stationery and printed forms	26	25	
Allowance to Sanitary Board officers	168	0	
		522	28
Balance on December 31, 1918	959	98	
Total ..		1,482	26

RATTOTA.			
Revenue.		Rs.	c.
Sanitary rates	444	40	
Refund of stamp duty	68	0	
Commutation tax	106	50	
Dog tax	5	25	
Miscellaneous receipts	1,007	75	
		1,631	90
Balance on December 31, 1917	1,142	26	
Total ..		2,774	16

Expenditure.		Rs.	c.
General works	175	60	
Salaries	306	47	
Commission and remuneration to collectors and assessors	95	97	
Petty expenses	117	69	
Stationery and printed forms	26	21	
Allowance to Sanitary Board officers	168	0	
		829	94
Balance on December 31, 1918	1,944	22	
Total ..		2,774	16

MADAWELA.			
Revenue.		Rs.	c.
Sanitary rates	278	65	
Refund of stamp duty	22	0	
Commutation tax	52	50	
Dog tax	0	50	
Miscellaneous receipts	58	0	
		411	65
Balance on December 31, 1917	292	28	
Total ..		703	93

Expenditure.		Rs.	c.
Salaries	248	97	
Commission and remuneration to collectors and assessors	30	28	
Petty expenses	65	95	
Stationery and printed forms	13	71	
		358	91
Balance on December 31, 1918	345	2	
Total ..		703	93

KAWUDUPELELLA.			
Revenue.		Rs.	c.
Sanitary rates	187	81	
Refund of stamp duty	70	0	
Commutation tax	91	50	
Dog tax	1	75	
Miscellaneous receipts	64	60	
		415	66
Balance on December 31, 1917	723	69	
Total ..		1,139	35

Expenditure.		Rs.	c.
Salaries	210	72	
Commission and remuneration to collectors and assessors	18	29	
Petty expenses	53	18	
Stationery and printed forms	26	21	
Allowance to Sanitary Board officers	120	0	
		428	40
Balance on December 31, 1918	710	95	
Total ..		1,139	35

PALAPATWELA.			
Revenue.		Expenditure.	
	Rs. c.		Rs. c.
Sanitary rates	280 10	Salaries	286 47
Refund of stamp duty	71 0	Commission and remuneration to collectors and assessors	29 16
Commutation tax	96 0	Stationery and printed forms	26 21
Dog tax	1 75	Petty expenses	73 5
Miscellaneous receipts	58 50	Allowances to Sanitary Board officers	168 0
			582 89
Balance on December 31, 1917	507 35	Balance on December 31, 1918	880 45
	955 90		880 45
Total	1,463 34	Total	1,463 34

The Kachcheri,
Matale, August 20, 1919.

E. T. MILLINGTON,
Chairman.

Election of Unofficial Members, Local Board, Negombo.

NOTICE is hereby given that a meeting will be held at 9 A.M. on December 12, 1919, at the Local Board Office, Negombo, to elect three Unofficial Members for the Local Board of Health and Improvement of the town of Negombo for the years 1920 and 1921, and that nomination of candidates will be received at the said office not later than November 29, 1919.

Notice published in *Gazette* No. 7,048 of August 29, 1919, is hereby cancelled.

J. G. FRASER,
Chairman.

The Kachcheri,
Colombo, September 8, 1919.

Lists of Persons to be elected and to vote for Local Board, Negombo.

NOTICE is hereby given that lists in English, Sinhalese, and Tamil languages have been prepared of persons qualified to be elected and of persons qualified to vote for the Local Board town of Negombo, and that such lists are open to inspection during office hours at the Local Board Office, Negombo.

All claims for insertion of any name in the said lists, and all objections to any name inserted therein; will be heard at the said office on October 9, 1919, at 9 A.M.

J. G. FRASER,
Government Agent.

The Kachcheri,
Colombo, September 9, 1919.

Notice of Sale, Local Board, Badulla.

NOTICE is hereby given that the rents and profits, timber and produce, the materials of houses, and the under-mentioned properties themselves, seized for the arrears of the Police, Local Board, and Water-rate, Badulla, for the 2nd quarter, 1919, will be sold by public auction, at the Badulla-Kachcheri, on September 29, 1919, at 2 P.M., unless in the meantime the taxes and the costs are paid.

A. E. CHRISTOFFELSZ,
for Government Agent.

Badulla Kachcheri,
September 15, 1919.

No. of Property.	Name of Owner.	Amount due. Rs. c.
179	U. Dantuhamy	0 50
1030 & 1572	J. M. S. Banda	1 46
1120	R. M. Punchirala	0 50
1170	Estate of C. S. Ibrahim	0 50

No. of Property.	Name of Owner.	Amount due. Rs. c.
1191	E. H. Gunasekera	0 50
1215	W. Banda	0 50
1242 & 1527	W. Appuhamy	1 0
1350	U. Banda	0 50
1420	Estate of E. J. M. Appuhamy	0 50
1439	D. G. A. Weerakoon	0 50
1543	Kataragama Dewale	1 0
1787	K. M. Podi Nona	0 50
1426	Rammenika	0 59

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 2nd quarter, 1919, will be sold by public auction at the Kurunegala Kachcheri on Monday, September 29, 1919, at 2 P.M.

C. R. CUMBERLAND,
Government Agent.

Kurunegala Kachcheri,
September 3, 1919.

List of Properties seized for Non-payment of Police Rates and Local Board Rates of Kurunegala for 2nd Quarter, 1919

Assessment No.	Name of Owner.	Property seized.	Amount. Rs. c.
<i>Saunders street.</i>			
4a	S. L. M. Mohammodu Mari-kar	Materials of the house	1 2
<i>Gettuwana.</i>			
19	H. B. Unga and others	Land	0 77
34	Peter de Mel	do.	0 77
91	Mohota Duraya and others	Materials of the house	0 77
201-202	K. Segu Udayar	Pillewa	0 77
<i>Wellawa road.</i>			
51	D. F. Jayasundara	Waste land	0 77
<i>Rajapihilla road.</i>			
33	William and others	Land	0 77
<i>Colombo road.</i>			
77	J. Karunaratna	Materials of the house	3 83
86k	Do.	Field	0 77
<i>Bamunugedara.</i>			
9	K. Banda	Field	0 77
<i>Yantampalawa.</i>			
36	Heirs of Don Lourence	Land	1 28
<i>Circular road south.</i>			
34	Nelawa Punchi Banda	Materials of the house	3 83
<i>Bailey road.</i>			
4	Heirs of Menika	Land	0 77