



# Ceylon Government Gazette

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## Part I. — General.

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NEW LAW REPORTS.—Part V. of Vol. XXII. was issued on the 16th instant.

### PROCLAMATION BY THE GOVERNOR.

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

#### PROCLAMATION.

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

W. H. MANNING.

WHEREAS by Chapter II., section 5, and sub-section (b), of “The Forest Ordinance, No. 16 of 1907,” it is enacted that whenever the following event has occurred, viz., when lands have been declared the property of the Crown by an order passed under the Waste Lands Ordinances, 1897 to 1903, the Governor may, by Proclamation to be published in the *Government Gazette*, declare all or any of such lands or any part or parts thereof to be a reserved forest, and such Proclamation shall specify the limits of the forest which it is intended to reserve, and declare the same to be reserved from a date fixed by such Proclamation :

And whereas the lands hereinafter mentioned have been declared the property of the Crown by an order No. 1,038 passed under the Waste Lands Ordinances of 1897, 1899, 1900, and 1903, on October 4, 1907, and appearing in the *Government Gazette* No. 6,209 of October 4, 1907, and it is expedient to specify the limits of such forest :

Now know all Men that We, the said Governor, do by this Our Proclamation proclaim the forest, the limits of which are set forth in the schedule hereto subjoined, to be a reserved forest from and after May 1, 1921 ; and We do hereby further specify the limits of the said reserved forest to be those set forth in the said schedule.

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

By His Excellency’s command,  
GRAEME THOMSON,  
Colonial Secretary.

GOD SAVE THE KING.

#### SCHEDULE.

The land called or known as Namandiya Proposed Forest Reserve, situated in the village of Migahawela of the Buttala palata of the Buttala korale, in the Province of Uva, comprising lot 1F in final village plan 171, containing in extent 1,931 acres, and bounded as follows :—

- On the east by lot 2 in final village plan 171 and the Wellawaya-Muppane road.
- On the south by lots 18, 17, 17I, 17H, 17G, 1B, 1A, 20, 17F, and 1G in final village plan 171.
- On the west by the Parapa-oya and the Serugas-ara.

On the north by the Serugas-ara.  
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## APPOINTMENTS, &c., BY THE GOVERNOR.

No. 133 of 1921.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to appoint Mr. W. T. A. GENTLE to be Assistant Colonial Auditor, with effect from February 14, 1921.

Mr. GENTLE will continue to act as Assistant General Manager and Accountant, Railway Department, until he is relieved of the duties of that appointment.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colonial Secretary.  
Colombo, April 19, 1921.

No. 134 of 1921.

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

Mr. H. P. KAUFMANN to act as Office Assistant to the Government Agent, Northern Province, and Assistant Collector of Customs, Jaffna, from April 25 to 28, 1921, during the absence of Mr. M. PRASAD, or until further orders.

Mr. S. D. KRISTNARATNA to act as District Judge, Anuradhapura, *vice* Mr. G. F. FORREST, from April 14 to 16, 1921.

Mr. C. P. MARKUS to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kurungala, *vice* Mr. M. S. SRESHTA, on April 21, 1921, or until the resumption of duties by that officer.

Mr. W. S. STRONG to act as District Judge and Additional Police Magistrate, Puttalam, *vice* Mr. C. COOMARASWAMY, from April 20 to 23, 1921, or until the resumption of duties by that officer.

Mr. A. ONDAATJE to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, on April 21, 1921.

Mr. A. ONDAATJE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, *vice* Mr. V. P. REDLICH, from April 26, 1921, until the resumption of duties by that officer.

Mr. V. M. FERNANDO to act as Additional District Judge, Colombo, on April 25, 26, and 27, 1921.

Mr. T. A. HODSON to be, in addition to his own duties, Additional District Judge, Kalutara, on April 23, 1921.

Mr. L. W. DE SARAM to act as Additional Police Magistrate, Colombo, Negombo, and Avissawella, and Additional Commissioner of Requests, Avissawella, *vice* Mr. G. DE LIVERA, for one week from April 18, 1921, or until the resumption of duties by that officer.

Mr. B. L. DRIEBERG to act as Additional Police Magistrate, Avissawella, on April 25, 1921.

Captain A. P. STONE to be Justice of the Peace and Unofficial Police Magistrate for the Western Province during the absence of Mr. F. B. CARTER from the Island.

Mr. W. M. NEWTON to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kalutara during the absence of Mr. A. COOMBE from the Island.

Mr. S. SUBRAMANIAM to be a Justice of the Peace for the judicial division of Point Pedro.

Messrs. M. S. KARIAPPER and A. DE S. PUNGHIEWA to be Inquirers for the judicial division of Batticaloa.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colonial Secretary.  
Colombo, April 22, 1921.

No. 135 of 1921.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to sanction the following acting appointments in the General Treasury, with effect from April 18, 1921, during the absence of Mr. H. A. MARTIN on leave or until further orders:—

Mr. F. J. TOTHILL to act as Financial Assistant and Accountant and Secretary of the Loan Board.

Mr. J. L. WHITTY to act as First Assistant Accountant.

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

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colonial Secretary.  
Colombo, April 21, 1921.

No. 136 of 1921.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to make the following appointment in the Ceylon Planters' Rifle Corps to fill an existing vacancy:—

*To be Second Lieutenant.*

Mr. JOHN ARNOLD SHELTON AGAR.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colonial Secretary.  
Colombo, April 18, 1921.

No. 137 of 1921.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to recognize Mr. F. DUPUY provisionally as Acting Consul for Chile at Colombo.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colonial Secretary.  
Colombo, April 19, 1921.

No. 138 of 1921.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under section 8 of Ordinance No. 8 of 1907, to nominate Mr. W. DIAS BANDARANAYAKE to be a member of the District School Committee, Colombo, *vice* Sir SOLOMON DIAS BANDARANAYAKE.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colonial Secretary.  
Colombo, April 20, 1921.

No. 139 of 1921.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under section 8 of Ordinance No. 8 of 1907, to nominate Mr. H. E. JANSZ to be a member of the District School Committee, Kalutara, *vice* Mr. A. BEVEN.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colonial Secretary.  
Colombo, April 20, 1921.

## APPOINTMENTS, &amp;c., OF REGISTRARS.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments:—

CHANDRA BEARATI WIJESINGHE, Head Clerk, Land Registry, Anuradhapura, as Additional Registrar of Lands, Anuradhapura, with effect from April 15, 1921.

RATNAYAKA MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths, and of Marriages (Kandy and General) of Uda Hewaheta No. 3 division, in the Kandy District of the Central Province, for eleven days, with effect from April 20, 1921, *vice* J. M. DINGIRI BANDA, on leave. His office will be at Galgoda Kelepatana in Darasoya.

JAMES FERNANDO to be Registrar of Births and Deaths of Kandy Municipality division, in the Kandy District of the Central Province, with effect from May 1, 1921, *vice* Dr. (Miss) W. NELL, retired. His office will be at No. 6, Victoria drive, Kandy.

Dr. SARAVANAMUTTU SOMASUNDRAM, L.R.C.P., M.R.C.S., &c., to be Medical Registrar of Births and Deaths of Hambantota town division, in the Hambantota District of the Southern Province, with effect from April 15, 1921, *vice* Dr. S. D. DE VOS, on leave. His office will be at the Government Civil Hospital, Hambantota.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo; April 15, 1921.

GRAEME THOMSON,  
Colonial Secretary.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed ATTAPATTULIYANARALLAGE STEPHEN PERERA to act as Registrar of Births and Deaths of Radawadunna division, and of Marriages (General) of Udugaha pattu of Siyane korale east division, in the Colombo District of the Western Province, for thirty days from April 10, 1921, *vice* the Registrar, DON JAMES WIJESINGHE, interdicted from duty. His office will be at Liyangupitiyawatta in Radawadunna.

The Additional Assistant Provincial Registrar, Colombo, has appointed SENERATMUDALIGE DON PREMETHION to act as Registrar of Births and Deaths of Hanwella division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, for fourteen days from April 14, 1921, *vice* the Registrar, DON BARON PERERA JAYAWARDENA, retired. His office will be at Kongahawatta in Hanwella Pahala.

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. D. P. KITULGODA to act as Registrar of Births and Deaths of Colombo Municipality, No. 2B division, in the Colombo District of the Western Province, for four days from April 20, 1921, during the absence of the Registrar, Miss (Dr.) V. F. WIRASEKERA, on leave. His office will be at "Leelands," 65, Galle road, Bambalapitiya.

The Additional Assistant Provincial Registrar, Matale, has appointed TENNAKON MUDIYANSELAGE NAGOLLEGEDERA APPUHAMY to act as Registrar of Births and Deaths of Matale Pallesiya pattu No. 1 division, and of Marriages (General) of Matale East division, in the Matale District of the Central Province, for seventeen days from April 14, 1921, during the absence of the Registrar, T. M. UKKU BANDA, on leave. His office will be at Nagollegedara in Dankanda; station: Galkandegedara in Pallegama.

The Assistant Provincial Registrar, Matara, has appointed DON SAMEL PERERA WIJAYADORU to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for four days from April 9, 1921, during the absence of the Registrar, P. P. M. WIJAYADORU, on leave. His office will be at Kalegewatta in Gandara.

The Additional Assistant Provincial Registrar, Matara, has appointed PIYASENA TALARAMBELIYANAGE to act as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for five days from April 11, 1921, during the absence of the Registrar, D. M. WANGASEKARA, on leave. His office will be at Godawakandewatta in Kamburupitiya.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON MOWLIS WIJESSEKERA DISSANAYAKA to act as Registrar of Births and Deaths of Parana-gam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for nine days from April 10, 1921, during the absence of the Registrar, C. A. WIRASINHA, on leave. His office will be at Bulugahawatta *alias* Walawewatta in Welipitiya.

The Assistant Provincial Registrar, Batticaloa District, has appointed ALBERT NEWTON ELIYATAMBY to act as Deputy Medical Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, for fifteen days from April 16, 1921, *vice* S. T. KANDIAR, transferred. His office will be at the Civil Hospital, Kalmunai.

The Assistant Provincial Registrar, Kurunegala, has appointed SAMARAKOON MUDIYANSELAGE AUSADAHAMY to act as Registrar of Births and Deaths of Rekko pattu korale division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, for twelve days from April 14, 1921, during the absence of the Registrar, P. B. ATAPATTU, on sick leave. His office will be at Watuyawewatta in Godavita.

The Additional Assistant Provincial Registrar, Puttalam, has appointed JAMES HERAT RANDENI to act as Registrar of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for eight days from April 18, 1921, during the absence of the Registrar, P. D. P. PERERA, on leave. His office will be at the residence of the permanent Registrar.

The Provincial Registrar, Ratnapura, has appointed HARANKAHA VIDANLAYE PUNCHI MAHATMAYA to act as Registrar of Births and Deaths of Bulugahapitiya division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for fourteen days from April 19, 1921, during the absence of the Registrar, H. V. PERIS APPUHAMY, on leave. His office will be at the permanent Registrar's office at Kendan-gamuwa Pahalagama.

Registrar-General's Office,  
Colombo, April 19, 1921.

F. BARTLETT,  
Registrar-General.

**I**T is hereby notified that Dr. DANIEL RICHARD PEIRIS, Medical Registrar of Births and Deaths of the Galle Municipality, in the Galle District of the Southern Province, will, with effect from April 15, 1921, hold his office at house No. 50 in Magalle, instead of at the Port Surgeon's Office, Galle, as notified in *Government Gazette* No. 7,164 of March 24, 1921.

Registrar-General's Office,  
Colombo, April 14, 1921.

F. BARTLETT,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. N. W. Rajah	Clerk in Grade I. of the Subordinate Clerical Service	Clerk in Salt Department

Colonial Secretary's Office,  
Colombo, April 18, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

HIS Excellency the Governor has been pleased, under the provisions of section 3 of the Ordinance No. 14 of 1891, to sanction the establishment of a Land Register Office at Matale, with effect from May 1, 1921, for the registration of deeds affecting properties in the Revenue District of Matale, consisting of the Matale South, Matale East, and Matale North divisions.

Colonial Secretary's Office,  
Colombo, April 20, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

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

Excise Notification No. 120.

IT is hereby notified that His Excellency the Governor in Executive Council has, under the proviso to section 31 (1) of "The Excise Ordinance, No. 8 of 1912," declared that the following rules made under the said section 31 (1) of the said Ordinance shall be in force from May 1, 1921. The rules under Chapter I. of Excise Notification No. 101, published in *Government Gazette* No. 7,065 of November 21, 1919, are hereby repealed.

Colonial Secretary's Office,  
Colombo, April 15, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

RULES.

*Chapter I.—Sanitary Requirements of Distilleries.*

1. The following rules regarding the sanitary requirements of distilleries shall come into force as from May 1, 1921. The license of any distillery which fails to comply with these requirements on or before May 1, 1921, shall not be renewed.

2. *Storage of Toddy.*—All toddy on its arrival at a distillery shall be transferred to wooden vats of a capacity of not less than 150 gallons each. Such vats shall be provided with discharge cocks or wooden spigots placed at the bottom of the vats.

3. All toddy when being transferred to the toddy vats shall be passed through a strainer or sieve with a mesh of about 1/10 of an inch made of wire, fibre, or other material approved by the Excise Commissioner. A piece of muslin or open work cloth shall be placed on the strainer when it is being used.

4. The toddy vats shall be emptied of their contents and scrubbed out and washed at least twice a week.

The vats shall at all times be kept in a clean and sanitary condition.

5. The discharge cocks or spigots shall open into open drains connecting directly with soakage pits with rubble foundations wherever practicable, or allowing for sufficiently wide distribution of the spent wash over the land to prevent stagnation or the formation of pools.

6. The interior walls of every distillery shall be white-washed each year before distillation begins, and the floor and immediate surroundings swept daily, and all the refuse disposed of by burning or burial. All utensils and other articles used in the process of manufacture shall be at all times kept in a clean and sanitary condition and in a good state of repair.

7. No person suffering from any dangerous communicable disease shall be allowed to work in the distillery or take any part in the manufacture of spirit.

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

HIS Excellency the Governor has been pleased to nominate Rev. J. W. Farrier to be a member of the Excise Advisory Committee for the Kandy Revenue District Area, *vice* Rev. W. G. Shorten, who has left the Island.

Colonial Secretary's Office,  
Colombo, April 19, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

IT is hereby notified that a license to import 500 cartridges for .360 and .400 sporting rifles into Ceylon during the current year has been issued to Mr. I. L. Cameron, of Yogama Group, Eheliyagoda.

Colonial Secretary's Office,  
Colombo, April 11, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

It is hereby notified that a license to import cartridges into Ceylon during the current year has been issued to Mr. A. E. Ogilvy, of Hopton Group, Badulla.

Colonial Secretary's Office,  
Colombo, April 18, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

It is hereby notified that a license to import 300 .256 cartridges, 500 12-bore cartridges No. 8 shot, and 100 12-bore cartridges loaded with ball into Ceylon during the current year has been issued to Mr. F. E. Mackwood, of Colombo.

Colonial Secretary's Office,  
Colombo, April 19, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

It is hereby notified that a license to import sporting cartridges into Ceylon during the current year has been issued to Mr. J. E. Barnes, of Dangan estate, Matale.

Colonial Secretary's Office,  
Colombo, April 19, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

It is hereby notified that a license to import 500 safety cartridges into Ceylon during the current year has been issued to Mr. N. W. Birkbeck, of Aboyne estate, Bentota.

Colonial Secretary's Office,  
Colombo, April 19, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

“THE STAMP ORDINANCE, 1909.”

It is hereby notified that His Excellency the Governor, with the advice of the Executive Council, has, by virtue of the powers by section 5, sub-section (1) (c) of “The Stamp Ordinance, 1909,” on him conferred, authorized the following Joint Stock Company, incorporated under the Joint Stock Companies Ordinances, to compound for the payment of stamp duty on share certificates specified in Schedule B of “The Stamp Ordinance, 1909,” as set forth in section 2 of “The Stamp (Amendment) Ordinance, No. 10 of 1919,” on the conditions set out in section 5, aforesaid, sub-sections 1 (c) (i.), (iii.), and (iv.).

Colonial Secretary's Office,  
Colombo, April 14, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

COMPANY REFERRED TO  
Pitakande Tea Company of Ceylon, Limited.

“THE DOG REGISTRATION ORDINANCE, 1901.”

BY-LAWS framed by the Chairman, Sanitary Board, Galle District, under section 5 of “The Dog Registration Ordinance, 1901,” as amended by “The Dog Registration (Amendment) Ordinance, No. 20 of 1915,” for the Sanitary Board towns of the Galle District.

Colonial Secretary's Office,  
Colombo, April 16, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

BY-LAWS REFERRED TO.

1. A registration fee of 50 cents per annum shall be paid upon each dog kept within the said Sanitary Board towns.
2. Such registration fee shall be paid in advance before June 30 in each year.
3. To facilitate the recovery of such registration fee, the occupier of every house in the said towns shall, on or before March 31 in each year, furnish to an officer authorized by the Chairman, Sanitary Board, Galle, to demand the same, a list in the form in schedule annexed of the dog or dogs kept in such house and the names of the owners thereof.
4. On payment of the registration fee on any dog the Chairman shall, unless the owner provides his own collar to be stamped, furnish the owner with a stamped collar to be worn by such dog on payment of a fee of 25 cents.
5. Every inhabitant within the said district becoming possessed of any dog or dogs after the furnishing of the list referred to in by-law 3 shall furnish the officer appointed by the Chairman mentioned in the said by-law with an additional list of such dog or dogs within one month after acquiring the same, and the owner of such dog or dogs shall become liable to the registration fee for the current year within fifteen days after the list required by this by-law becomes due.
6. It shall be lawful for the officer appointed by the Chairman to require the production of any dog for which registration is applied for, and to decline to issue a certificate of registration until it is produced.
7. It shall be lawful for the Chairman to refuse to issue a certificate of registration, or to cancel a certificate already

issued for any dog which in his opinion is so maimed or diseased as to be unfit to live, or which is habitually ill-treated or continually neglected by its owners.

8. The owner of every dog for which a certificate has been refused or cancelled shall, on being noticed to do so, produce the dog at the house of the officer appointed by the Chairman at a time to be stated in the notice and deliver it to the said officer, and every such dog may be destroyed or otherwise disposed of as the Chairman shall think fit.

9. It shall be lawful for the officer appointed by the Chairman to seize all stray dogs and deal with them in terms of sub-sections (1) and (2) of section 10 of the Ordinance No. 25 of 1901.

Schedule referred to.

List of Dogs.

Street: —. House No.: —. Occupier's name: —.

No.	Description.			Name of Owner.
	Breed.	Sex.	Colour.	

## "THE SMALL TOWNS SANITARY ORDINANCE, 1892."

THE following by-laws and table of fees made by the Sanitary Board of the Kandy District, under sections 9 E (2) and 5 (a) of Ordinance No. 18 of 1892, as amended by Ordinance No. 30 of 1914, and approved by His Excellency the Governor, with the advice of the Executive Council, are published for general information.

The by-laws framed by the Sanitary Board of the Kandy District, and published in *Government Gazettes* Nos. 6,424 of February 10, 1911; 6,421 of January 20, 1911; and 6,793 of May 12, 1916, are hereby cancelled.

Colonial Secretary's Office,  
Colombo, March 24, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

## BY-LAWS REFERRED TO.

## CHAPTER I. [Section 9 E (2) (a).]

*Time and Place of Meeting and Order to be observed thereat.*

1. Ordinary meetings to be held at such times and dates as the Board may by resolution from time to time decide.

2. For all purposes connected with the Board the precedence and seniority of the members shall be as follows:—

(a) The *ex-officio* Chairman.

(b) The members nominated by the Governor in the order in which they have been gazetted.

3. The Chairman shall preserve order and decide on all disputed points of order.

4. As soon after the hour appointed for any meeting (whether ordinary or special) as a quorum shall assemble, the member entitled to preside shall take the chair, and the Board shall proceed to business. Should a quorum not be present at the expiration of half an hour from the time appointed for the meeting, the meeting shall stand adjourned, if an ordinary meeting, to the day appointed for the next ordinary meeting, or if a special meeting *sine die*.

5. Any member desiring to ask a question or to make a motion, unless in the course of discussion or in case of emergency by special leave of the Board, shall give notice of such question or motion either at some previous meeting of the Board, or by notice in writing at least four days before the day on which he intends to ask such question or make such motion.

6. Every member in giving such notice shall deliver to the Chairman a copy of such question or motion.

7. All questions asked and motions made at a meeting shall be made in the order of the notices thereof, unless the Board shall decide otherwise.

8. A motion negatived at a meeting shall not again be brought forward until after the expiration of at least three months, and no motion in any way contrary to one passed by the Board at a meeting shall be entertained until after the expiration of the same period.

9. Any member presenting a petition or other communication will be held responsible for its contents being throughout respectful, and no document shall be laid before the Board unless the name and address of the drawer be legibly recorded on it.

10. When a petition or other communication is presented, the purport thereof shall be concisely stated, and on the motion of any member, duly seconded, the question shall be put whether or not the document shall be read.

11. The business of the ordinary meetings of the Board shall be conducted in the following order:—

(a) The minutes of the preceding meeting shall be read and confirmed after being, if necessary, corrected.

(b) Memorials, petitions, or other communications addressed to the Board shall be laid before the meeting and orders made thereon.

(c) The other business shall be considered in the order set down in the order book hereinafter mentioned.

12. An order book shall be kept, in which shall be entered and numbered in succession the subjects to be brought under discussion at each meeting. Another book to be called the minute book shall be kept, in which shall be minuted during each sitting in the order in which they occur the proceedings of the Board.

13. Each Inspector or Supervisor appointed by the Board shall also keep and submit to the Board at every meeting a complaint book, and he shall provide that this book shall be accessible to the public at his office within the hours of 11 A.M. and 4 P.M. on every week day, excepting Saturdays, holidays, and on any day on which the Board may sit and on the day before such sitting. Every inhabitant of the town shall have access to this book on his furnishing the Inspector or Supervisor with his name and address.

## CHAPTER II. [Section 9 E (2) (b).]

*Execution of Works, Streets, Roads, and Bridges.*

1. All votes of money for public works shall be made on estimates previously prepared and approved by the Board.

2. It shall be lawful for any person or persons thereunto authorized in writing by the Chairman, between the hours of 7 A.M. and 5 P.M., with all necessary and proper servants, labourers, workmen, carriages, and animals, and other means,

to enter upon any land adjacent or near to any existing or intended street within the limits of the Board, and there severally to do and perform all acts, matters, and things necessary for the purpose of tracing, measuring, making, working, opening, altering, turning, repairing, clearing, improving, or fencing any street, or for building, excavating, repairing, clearing, or improving any bridge, fence, drain, dam, or ditch thereupon, or in any way connected therewith, or for performing any act, matter, or thing under the provisions of this Ordinance.

3. In the tracing, measuring, making, working, opening, altering, turning, repairing, clearing, or improving any existing or intended street, or building, excavating, repairing, or improving any bridge, fence, drain, dam, or ditch thereupon, or in any way connected therewith, it shall and may be lawful for the person or persons authorized as aforesaid to throw upon any land adjacent or near thereto such earth, rubbish, or materials, as it shall or may be necessary to remove from the place of any such work; provided that such earth, rubbish, and material shall be removed within a reasonable time.

4. It shall be lawful for any person thereunto authorized in writing by the Chairman to make any temporary road through the ground near to any existing or intended thoroughfare during the execution of any work in any way connected therewith; provided such road shall not run over any ground whereon any building stands, nor over an enclosed garden or yard.

5. It shall be lawful for any person thereunto specially authorized in writing by the Chairman to cut and remove and place upon any ground near thereto all trees, bushes, or shrubs, and all leaves or branches or roots of trees that shall grow in or overhang any thoroughfare or cause any obstruction or harm thereto, and for that purpose to enter upon any land or premises with such persons, animals, and instruments as may be necessary for the removing of such trees, bushes, shrubs, leaves, branches, or roots.

6. It shall be lawful for any person thereunto authorized in writing by the Chairman to put up or make fences, hedges, ditches, drains, or banks by the side of any thoroughfare whenever to him it shall appear necessary.

7. Any person thereunto specially authorized in writing by the Chairman shall have power to make and cleanse all drains or water-courses, and also to make such bridges as he shall deem necessary for the preservation, improvement, repair, or construction of any road or canal in and through any lands or grounds lying near to such road or canal or intended road or canal.

8. Any officer of the Board thereunto specially authorized in writing by the Chairman shall have power to lay any matter or thing whatsoever upon any road, and to allow the same to remain there during the time such road is under repair, and for such time before the repairs are commenced and after the repairs are completed as may be necessary for facilitating the making of such repairs, or for preventing damage to such recently repaired road; but he shall take due and reasonable precaution for preventing danger or injury to persons passing along such road.

9. It shall be lawful for any such person or persons authorized as aforesaid, with the servants, workmen, and labourers employed by or under him, between the hours of 7 A.M. and 5 P.M., and with all necessary and proper carriages, animals, and other means, to search for, dig, cut, take, and carry away any water, timber, brushwood, stone, gravel, clay, or any other material whatsoever for the purpose of tracing, measuring, making, working, opening, altering, turning, repairing, clearing, improving, or fencing any existing or intended street, or of building, excavating, repairing, clearing, or improving any bridge, fence, drain, dam, or ditch thereupon, or repairing any lines or any buildings whatsoever required on or near any such thoroughfare for the use of any officer of the Board employed on any work connected with such street, or any workmen, carriages, persons, or things employed in his service in and from any land adjacent or near to any such street, and to carry away the same through the ground of any person without being deemed a trespasser; provided that no such material shall be dug for, cut, or taken away upon or from any yard, avenue to a house or lawn, or any enclosed garden, plantation, field, or wood without the consent of the owner thereof, unless sufficient materials cannot conveniently be obtained from the neighbouring



waste lands or common or abandoned grounds, in which case the person or persons authorized as aforesaid may take any of such materials where these can be conveniently procured; provided also that reasonable compensation for all materials so taken, and for the damages done by the getting and carrying away the same, shall be made to the owner thereof; and provided further, that such person or persons shall rail or fence off any quarries or pits from which any such materials shall be taken, so that the same shall not be dangerous to any person or animal.

10. Any officer of the Board authorized in writing by the Chairman shall have power to make, scour, cleanse, and keep open all ditches, gutters, and drains, or water-courses, and also to make and lay such trunks, tunnels, plats, or bridges as he shall deem necessary for the protection, preservation, improvement, repair, or construction of any street or road in and through any lands or grounds adjoining or lying near to such street or road or intended street or road.

11. It shall be lawful for the Chairman, should he deem it necessary, to require, by notice in writing, the owner of any yard or ground adjoining a dwelling-house, or the owner of any alley, to have such yard, ground, or alley paved or levelled in such manner as the Chairman shall direct, and to lay sufficient drains or pipes to the nearest town sewer or drain for the purpose of draining such yard, ground, or alley. Such drains or pipes shall be of such material, of such size, of such level, and with such fall, and shall be carried to such point of junction with the said sewer or drain as the Chairman shall appoint; provided that the Board shall supply to such owner on application at cost price, the materials necessary for the drains or pipes which he is required to lay. If such owner shall fail to comply with the requirements of such notice within the time appointed, the Chairman and any officer or workmen authorized by him may enter upon the premises and cause the required work to be done, and the cost thereof shall be paid by the owner.

#### CHAPTER III. [Section 9 E (2) (c).]

1. The flour, water, and other materials used in the manufacture of bread shall be good and wholesome, and it shall be lawful for any person thereto authorized in writing by the Chairman from time to time to demand and obtain samples thereof.

2. Each loaf of bread shall bear on its upper surface a mark distinctly indicating its weight, and any person selling bread that falls short of the full weight so indicated shall be guilty of an offence.

#### CHAPTER IV. A.—MARKETS.

##### *Establishment and Regulation of Public Markets and Regulations dealing with Unwholesome Food.*

1. Whenever it shall be determined by the Board to establish a public market, the Chairman shall give not less than ten days' notice of the time when the same will be opened, and such notice shall be published by beat of tom-tom.

2. All public markets shall be open daily from 6 A.M. to 9 P.M., and it shall be the duty of the Board or its lessee to make provision for the proper lighting of the market.

3. A table of rents and fees leviable at each market by the servants of the Board or by its lessee shall be printed in English, Sinhalese, and Tamil and placed in a conspicuous place at each market, and it shall be unlawful for any person to demand or receive higher sums than those authorized by such notice.

The rents and fees leviable at the markets established by the Board shall be as follows:—

##### *Meat Market.*

For every carcase other than a goat or sheep exposed for sale, 50 cents a day.

For every carcase of a goat or sheep exposed for sale, 25 cents a day.

##### *Fish Market.*

For each square yard of floor space occupied, 10 cents a day.

##### *Fruit and Vegetable Market.*

For each square yard of floor space occupied, 3 cents a day.

4. The several rents and fees payable in respect of a public market shall be paid in advance from time to time on demand to the Chairman of the Board or the lessee, or other persons authorized by the Board or their lessees to receive the same.

5. If any person liable to the payment of any rent or fee authorized as aforesaid does not pay the same when demanded, the Board or any person authorized by the Chairman of the Board to collect the same may levy the same by seizure and sale of all or any of the articles in the market belonging to, or in the possession or custody of the person liable to pay such rent or fee.

6. No person shall hold, use, or occupy any portion of a public market without a license, which license shall be in the form in Schedule A annexed, nor shall he contravene any of the conditions of such license, and no person shall keep or expose for sale in any stall any article the keeping or sale of which therein shall have been prohibited by the Board by notice posted in the market.

7. No person shall sell or expose for sale in any fish market or stall any provisions or things other than fresh or salt fish.

8. No person shall sell or expose for sale in any vegetable or fruit market or stall any meat or fish, whether fresh or salted, or any cooked food, or any articles of food other than fresh fruit and vegetables.

9. No occupant of a stall shall enclose in any way any portion of a market, or erect any awning or screen or fixture of any kind, nor shall he leave any goods in any market between the hours of 9 P.M. and 6 A.M. without having first obtained the sanction of the Chairman.

10. Every occupant of a stall, space, or seat in any market shall keep such stall, space, or seat clean and free from filth or rubbish. No person suffering, or who to the knowledge of any person in charge of a public market has recently suffered from, any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall occupy any stall, seat, or place in such public market or expose for sale thereat any provisions whatsoever.

11. No person using or occupying any portion of a public market shall—

(a) Behave in a disorderly manner or commit any nuisance in or about such market.

(b) Carry on any cooking in any such market.

(c) Remain in or loiter about such market after the place is closed for business at 9 P.M. without being able to give a satisfactory account of himself.

(d) Damage or in anywise deface any portion of the buildings, stalls, lamps, or any property of the Board in or about such market, or defile or pollute in any way the water provided for use in such market.

12. It shall be lawful for the Inspector or Supervisor of the Board, upon the seizure by him as unwholesome or unfit for human food of any meat, poultry, fish, game, flesh, vegetable, fruit, or other article of food introduced into or exposed for sale within the limits of the Sanitary Board, to convey the same to the Medical Officer of the station, or in his absence, or if there is no such officer, to the Magistrate, or in case where there is no Police Court, to the President of a Village Tribunal; and if it appear to such Medical Officer, Magistrate, or President that such meat, poultry, fish, vegetable, fruit, or other provisions are unfit for human food, he shall order the same to be destroyed or to be disposed of so as to prevent their being exposed for sale or used as food.

13. It shall be the duty of the market-keeper or of the lessee of a market to maintain order within the limits of the market, and every person who shall obstruct or resist any person appointed by the Board to superintend any public market, or to collect the rents or fees, or to enforce order or cleanliness therein whilst in the execution of his duty, shall be guilty of an offence.

14. Whenever it shall appear to the Board that the use or consumption by the public of any particular kind of fish is injurious, or that during the prevalence of any epidemic the use or consumption of any particular kind of fruit or vegetable is hurtful, it shall be lawful for the Board, on the recommendation of the Medical Officer, by beat of tom-tom or other sufficient notice, to prohibit for such time as to the Board shall appear necessary the sale of any such fish, fruit, or vegetable in any market or other place within the limits of the Board, and after such notice to cause the same, whether exposed for sale or not, to be seized and destroyed in such manner as the Board or Chairman may direct.

15. No cart or vehicle shall remain within any market premises for a longer period than is necessary for loading or unloading.

16. No rubbish, refuse, bones, skins of animals, or other articles likely to be offensive or injurious to the public health shall be deposited in or upon any public market or its premises otherwise than within a covered receptacle provided for such purpose by the Board.

17. When a slaughter-house has been provided by the Board, no carcase of any animal (or any portion thereof) which has not been slaughtered at the public slaughter-house provided by the Board shall be brought into a public or private market or sold or exposed for sale in any public or private market. The provisions of this by-law shall not apply to frozen meat, game, or fish imported into the Island.

18. If any person having a license to hold or occupy a stall in any public market shall wilfully neglect or refuse to serve the public without being able to assign a satisfactory reason during two consecutive days, it shall be lawful for the Chairman to suspend or revoke any such license.

#### B.—GENERAL.

(a) No person shall within the limits of any Sanitary Board town keep any bakery, eating-house, tea or coffee boutique, butcher's stall, fish stall, cattle gala, dairy, laundry, or common lodging house without an annual license from the Chairman of the Sanitary Board, which license the Chairman is hereby empowered to refuse to any person failing to comply with any of the following rules or any existing Sanitary Board rule providing for the regulation and control of the places aforesaid. Every such license shall remain in force until December 31 of the year in respect of which such license is issued or until such license is cancelled.

Such license shall further be subject to such fees as the Sanitary Board shall from time to time determine with the sanction of the Governor in Council.

(b) If any person shall have been convicted twice or oftener by any court of the breach of any of the following rules or any existing Sanitary Board rule providing for the control of the places aforesaid, it shall be lawful for the court recording such second or subsequent conviction to cancel the license issued to such person under this chapter by the Chairman of the Sanitary Board. Upon such cancellation of a license by a court the Chairman of the Sanitary Board is empowered in his discretion to refuse to issue any fresh license to such person.

Provided that these rules shall not apply to stalls in markets established by or vested in any public body.

#### C.—BAKERIES.

1. Bakery shall mean any premises on which bread, biscuits, or confectionery are baked for sale as food for man, and also includes any premises on which such food is prepared for baking or on which the materials for the preparation of such food are stored.

2. The room in which kneading takes place shall have a minimum superficial area of 12 feet by 15 feet. There shall be a free external air space on at least two sides not less than 7 feet wide to permit of through ventilation. The door of the oven shall not open directly into the kneading room. Every kneading room shall be provided with a ceiling.

3. Every bakery shall be well ventilated and well lighted, and the walls in every part shall not be less than 7 feet in height and be built of brick, stone, or cabook, the inside thereof to be lime-plastered and whitewashed every six months. The roof shall be of some permanent material. The ceiling shall be plastered and limewashed four times yearly, or may be made of closely fitting boards varnished or painted. The floor shall be cemented throughout and adequate drainage provided. Every room shall be provided with windows capable of being opened and having a superficial area of not less than one-sixteenth of the superficial floor space.

4. The troughs and all the utensils used in the making of bread and pastry shall be kept scrupulously clean, and must be capable of being moved about for the purpose of cleaning the floor.

5. The floor shall be carefully scraped and swept at least once every twenty-four hours, and the sweepings shall be immediately placed in an impervious, covered receptacle and removed from the bakery daily.

6. Every bakery shall be kept in a cleanly state and free from effluvia arising from any drain, privy, cesspit, or other nuisance.

7. No bakery shall be within 50 feet of any cesspit, manure heap, open sewer, or privy.

8. No furniture or other articles are to be stored in the bakery other than those used in the manufacture of bread and pastry.

9. The tops of the tables are to be made of well seasoned closely fitting planks, or some non-harmful impervious material, and are to be scraped and cleaned daily.

10. No animal shall be kept in the bakery on any pretence whatever.

11. No person suffering, or who to the knowledge of any person in charge of the bakery has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the bakery to enter the bakery or take part in the manufacture or sale of bread, biscuits, or confectionery.

12. All persons employed in the preparation and baking of bread shall wash their hands before engaging in the process of breadmaking, and shall wear clean white aprons covering the chest and body, and also a white cap or turban.

13. Clean water and soap shall be provided for the use of those engaged in the manufacture of bread, biscuits, and confectionery.

14. All bread, biscuits, confectionery, and sweetmeats exposed for sale shall be kept in properly constructed glass cases free from flies. The cases shall be kept scrupulously clean.

15. The flour, water, and other materials used in the manufacture of bread shall be good and wholesome, and the flour shall be kept on a platform raised 3 feet above the ground.

16. All refuse around the premises of a bakery shall be removed daily and drains well flushed.

17. No place on the same level with the bakery and forming part of the same building shall be used as a sleeping place, unless it is effectually separated from the bakery by a partition extending from the floor to the ceiling; no water-closet, earth-closet, privy, or ashpit shall be within, or communicate directly with, the bakery.

18. It shall be lawful for a Sanitary Board Inspector or other person authorized in writing by the Chairman at all reasonable times and at any time when the process of baking is being carried on to enter and inspect any bakery or place used for the sale of bread.

19. A copy of these by-laws shall be framed and hung up in a prominent place in every bakery.

#### D.—EATING-HOUSES AND TEA AND COFFEE BOUTIQUES.

1. All eating-houses and tea and coffee boutiques shall be kept clean and sanitary to the satisfaction of the Chairman.

2. All utensils, furniture, and other requisites used in or belonging to any eating-house or tea or coffee boutique shall always be kept clean.

3. The walls of all eating-houses and tea or coffee boutiques shall be plastered and limewashed at least twice a year or as directed by the Chairman or Senior Sanitary Officer, and the rooms shall be well ventilated and lighted.

4. All refuse and dirt in or about the premises of any eating-house or tea or coffee boutique shall be removed twice daily.

5. No person suffering, or who to the knowledge of any person in charge of an eating-house or tea or coffee boutique has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the eating-house or tea or coffee boutique to be employed in or about any such eating-house or tea or coffee boutique.

6. The sugar used in such place shall be kept in glass-stoppered wide-mouthed bottles.

7. All cakes, sweetmeats, &c., exposed for sale shall be kept in properly constructed glass cases free from flies. No food stuffs shall be exposed to the contamination of flies. The glass cases used shall be kept scrupulously clean.

8. No waste tea, coffee, or milk, or remnants of food or cooking waste, shall be thrown on the ground, but shall be collected in a proper receptacle and removed daily.

9. No adulterated milk shall be sold or offered or exposed for sale or kept on the premises of any eating-house or tea or coffee boutique.

For the purposes of this rule adulterated milk shall mean milk to which water or any other foreign liquid or substance has been added for the purpose of augmenting its quantity or enhancing its apparent quality and not for the purpose of preparing tea or coffee or any other beverage for the immediate consumption of customers.

10. These by-laws shall be framed and hung up in a prominent place in every such eating-house or tea or coffee boutique.

#### E.—BUTCHERS' STALLS.

1. Every butcher's stall shall be well ventilated and well lighted, the walls thereof shall be plastered and whitewashed at least four times a year, and the floor cemented and sufficient drainage provided.

2. Every room in which meat is kept shall be scrupulously clean.

3. Every table used in a butcher's stall shall be covered with zinc or other impermeable substance approved by the Chairman. Such tables and the chopping block and all implements shall be kept scrupulously clean. They shall be washed with water and scrubbed with a hard clean brush immediately after use. All hooks for hanging meat shall be polished and free from rust.

4. Refuse and unsealable material, offal, &c., if not immediately removed, shall be kept in a zinc lined box, with a perforated zinc cover, the perforation to be of such size as to prevent flies entering.

5. All refuse and dirt in and about the premises of a butcher's stall shall be removed at least once a day and the drains well flushed.

6. No person suffering, or who to the knowledge of any person in charge of a butcher's stall has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the butcher's stall to be employed in such butcher's stall.

7. Every butcher shall provide himself with a movable bin or receptacle of metal for waste material.

8. Every butcher's stall and the management and conduct of the business shall be at all times open and subject to inspection by the Chairman of the Sanitary Board or by any person duly authorized by the Chairman.

9. These by-laws shall be framed and hung up in a prominent place in every butcher's stall.

#### F.—FISH STALLS.

1. Every fish stall shall be well ventilated and well lighted, and the walls thereof shall be plastered and whitewashed at least twice a year or as directed by the Chairman or Senior Sanitary Officer. The floor shall be of smooth cement, having a proper fall leading to a masonry drain built in cement and cement rendered, emptying into a bucket. The drain and bucket shall be washed with disinfectant at least twice a day, and the bucket shall not be allowed to overflow. The stall shall always be kept clean and free from stains of blood and dust, and the walls and floor kept in a state of repair.

2. Instead of the drain referred to in the last preceding rule, a fishmonger may use a large zinc sheet or concrete counter having a fall towards its centre and so arranged that the washing shall fall into the bucket.



3. Every table used in a fish stall shall be covered with zinc or other impermeable substance approved by the Chairman. Such tables and the chopping block and all implements shall be kept scrupulously clean. They shall be washed with water and scrubbed with a hard clean brush immediately after use. All hooks for hanging fish shall be polished and free from rust.

4. Fish baskets shall be washed daily and kept exposed to sun and air on a shelf and not to be kept inside the fish shop.

5. Every fish stall holder shall provide himself with a movable receptacle of metal for waste material.

6. All refuse and dirt in or about the premises of a fish stall shall be removed at least once a day and the drains well flushed.

7. No person suffering, or who to the knowledge of any person in charge of a fish stall has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the fish stall to be employed in such fish stall.

8. Every fish stall and the management and conduct of the business shall at all reasonable times be open and subject to inspection by the Chairman or by any person duly authorized by the Chairman.

9. These by-laws shall be framed and hung up in a prominent place in every fish stall.

#### G.—GALAS.

1. Every licensed gala shall be registered by the Chairman, and a notice board shall be hung up by the licensee at the entrance to every such gala with the words "Registered Gala No.—" and the name of the owner painted thereon.

2. Every gala or halting place for carts or cattle shall be properly levelled and drained to the satisfaction of the Chairman, and the ground shall either be paved or properly consolidated with broken metal, so that it keeps a hard and level surface. All buildings in such gala or halting place used for keeping the bulls or other animals must be so constructed and kept as to comply with rule 3. Such gala or halting place shall be kept in a clean and sanitary state, being thoroughly cleansed daily, and all dung and refuse removed daily to such place at a distance from any dwelling houses as the Chairman shall approve. No goods, materials, or substance of any kind shall be deposited upon such gala or halting place in such a manner as to obstruct such daily cleansing.

3. The owner, tenant, or occupier of every building or shed used as a stable, cattle stall, or cattle halting place shall provide the same to the satisfaction of the Chairman with suitable cemented drains to carry off washings, urine, or rain water. Provided that the Chairman, if he considers it necessary, may require such drains to be so constructed as to convey the urine or washings into one or more covered receptacles constructed in such a manner as the Chairman shall direct, the contents of which shall be daily removed at the expense of such owner, tenant, or occupier and disposed of so that no nuisance is caused thereby. The floor of such building or shed shall be paved with brick rendered in cement, stone, cement concrete, asphalt, or other hard material which can readily be kept clean, and shall be kept even and in good repair. If such building or shed is so constructed that it can be whitewashed, this shall be done at least once in six months or oftener if the Chairman shall so direct. (Provided that the Chairman may relax any of the above regulations if, owing to the distance of the building or shed from human dwellings or for any other reason, he shall consider the same unnecessary.) Provided also that the Chairman may, if he considers it necessary, require any building to be used as a stable, cattle stall, or cattle halting place to be constructed of stone, brick, or other permanent materials, and to have a tiled or iron roof.

4. Every stable, cattle stall, or cattle halting place shall be kept in a clean and sanitary state, being thoroughly cleansed daily, and dung and refuse removed daily to such a place at a distance from any dwelling houses as the Chairman shall approve.

5. Every gala shall be open for inspection at reasonable times by the officers of the Board or by any other person thereto authorized in writing by the Chairman. All orders which the Chairman is empowered to make under these by-laws shall be in writing.

#### H.—DAIRIES.

1. For the purpose of rules under section 9 E (2) (d) a dairy shall mean and include any farm, farmhouse, cow shed, milk store, milk shop, or other place from which milk is supplied or in which milk is stored or kept for the purposes of sale.

"Dairyman" shall include any cow keeper, purveyor of milk, or occupier of a dairy, and in cases where a dairy is owned by more than one person, the manager or other person actually managing such dairy.

2. No dairy shall be located in any compound within 100 feet of an open cesspit or surface latrine or in a position where bad odours will reach it, and no open cesspit or surface latrine shall be erected within 100 feet of any dairy.

3. Every dairy compound shall be sufficiently provided with proper drainage to the satisfaction of the Chairman, and the drains shall be kept flushed. No foul water shall be allowed to stagnate in any dairy compound.

4. All refuse and dirt in and around the dairy premises shall be removed without delay. Cowdung shall be removed daily.

5. A pure and protected supply of water must be provided at convenient distance for the use of every dairy. No bathing or washing of clothes shall take place at or near this water supply.

6. The milch cows and buffaloes shall be free from disease, and no person suffering from, or who to the knowledge of any person in charge of a dairy has recently suffered from, any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the dairy to be employed in such dairy.

7. All dairymen shall see that their cattle are washed as to udders and teats before milking, and the milker is to wash his hands thoroughly with soap and water before milking. Every precaution shall be taken to prevent contamination of milk by dung or urine.

8. No dairyman or owner of a dairy shall adulterate milk by the addition of any water or any other foreign liquid or substance thereto, nor shall he sell or offer or expose for sale milk so adulterated.

9. All utensils, furniture, and other requisites used in or belonging to a dairy shall be kept clean.

10. All vessels sent out containing milk shall be scrupulously clean, and shall be properly covered, stoppered, or corked with clean materials, and shall not be carried under the armpit, nor shall the mouths of the bottles be fingered.

11. The sheds and yards where cattle are kept shall be subject to and satisfy the requirements of the rule 3 of the Sanitary Board regulations regarding galas.

12. Every licensee of a dairy shall have a milk room, erected in such a position and at such a distance from the cow sheds as the Chairman of the Sanitary Board shall approve, for the storing and preparation of milk, and in which all vessels used in his trade are to be stored after cleansing. The floor shall be cemented with rounded corners at its junction with the walls, the walls shall be of plastered masonry, smooth boards or ironwork, to be limewashed or painted periodically as directed by the Chairman or the Senior Sanitary Officer. At least two opposite walls of the milk room shall abut on the open air. The roofs shall be ceiled with grooved boards to prevent the ingress of dust. There shall be at least one window and one door. The window shall be 3 feet by 2 feet without glass or shutters and be fitted with flyproof netting. The door shall be opposite the window, be close fitting and fitted with flyproof netting, and shall be kept closed. A table with a covering of marble, slate, or zinc or other approved impermeable substance shall be placed in the milk room. This room shall be used for no other purpose than that of storing and preparing milk, and one for storing after cleansing of all vessels used in the trade.

13. Every licensee of a dairy shall keep a list of his customers, which shall be open at all reasonable times for inspection by the Chairman of the Sanitary Board, the Senior Sanitary Officer, or his assistants.

14. The number of cows for which each dairy is licensed shall be stated in such license.

15. No licensee of a dairy shall change the location of his dairy without having first obtained the permission of the Chairman, nor shall milking take place at any place other than at the licensed premises.

16. Every licensee of a dairy shall keep a report book in his milk room, in which Inspecting Officers may make their report each time they visit the dairy.

17. Every dairy situated within the limits of a Sanitary Board town shall be registered by the Chairman, who shall issue to each applicant a card of registration bearing his name and number. These cards are to be shown to authorized officers of the Board or to Sanitary Inspectors when required by them to do so.

18. The Chairman of the Sanitary Board, the Senior Sanitary Officer, or his assistants, the Chief Headman of the district, or any Sanitary Inspector appointed by the Chairman of the Sanitary Board, or the Senior Sanitary Officer to do sanitary inspection in any Sanitary Board town, shall be at all times empowered to take a sample of milk for analysis from any licensed dairy or from any person selling milk or exposing milk for sale within Sanitary Board limits.

19. A copy of these by-laws shall be hung in the milk room of every dairy.

#### I.—LAUNDRIES.

1. For the purpose of rules under section 9 E (2) (d) "laundry" means the premises occupied by any person carrying on the trade of washing other peoples' clothes for hire and used for such purpose, and "laundryman" signifies any such person or an employee or assistant of such person in such work.

2. Every laundryman shall, when so required by the Chairman, provide a separate room for soiled linen, which must be well ventilated and clean at all times and whitewashed twice annually.

3. A laundryman shall not store soiled linen in any room used as a living apartment.

4. The Chairman shall when he considers it necessary in the interests and for the good of the public health allocate special sites for the washing of clothes; such sites will be indicated by a notice board.

5. When any laundryman or any member of his family or household shall contract any infectious or contagious disease, he shall within 24 hours report the same to the Chairman of the Sanitary Board, either through the Sanitary Inspector or the Police Headman.

6. When any laundryman or any member of his family or household shall contract any infectious or contagious disease, all work in the laundry shall immediately cease, nor shall any clothes be taken into the laundry or sent out of it after the outbreak and during the prevalence of such disease, save by special permission of the Chairman.

7. No laundryman shall, without the permission of the Chairman of the Sanitary Board or the Senior Sanitary Officer, receive soiled linen from any house in which there is reason to believe that a member thereof is suffering from any infectious disease.

8. Every laundryman shall, when called upon by the Chairman of the Sanitary Board or the Senior Sanitary Officer or his assistant, give a list of the persons for whom he washes.

#### J.—COMMON LODGING HOUSES.

1. For the purpose of rules under section 9 E (2) (d) common lodging houses shall mean any house or any part of a house in which four or more persons not being members of the same family are housed for hire.

2. A common lodging house shall be substantially built and kept in a good state of repair, and the sleeping rooms shall be well ventilated and lighted to the satisfaction of the Chairman, and the walls thereof whitewashed thrice annually.

3. The keeper of a common lodging house shall at all times keep the place clean and in a sanitary condition. He shall cause all filth and offensive matter to be removed from the premises.

4. When any person in a common lodging house becomes ill with any infectious or contagious disease, the keeper shall immediately inform the proper authority either through the Sanitary Inspector or the Police Headman, and shall obey the directions of the proper authority with regard to the vacation of the lodging house, disinfection or destruction of bedding, clothing, and other articles, and fumigation, disinfection, and limewashing of the house.

5. The keeper of a common lodging house shall be responsible for the provision of sufficient latrine accommodation for the inmates and for the keeping of the same in a sanitary condition.

6. The Chairman of the Sanitary Board is hereby empowered to decide the maximum number of persons that may be accommodated in any common lodging house, and such number shall be endorsed upon the license. Any common lodging house-keeper allowing the number to be exceeded shall be guilty of an offence. For the purposes of this rule two children under twelve years of age shall count as one person.

7. The premises of any common lodging house shall at all reasonable times be open to inspection by the Chairman of the Sanitary Board, the Senior Sanitary Officer or his assistant, the Chief Headman of the District, and any Sanitary Inspector appointed by the Chairman of the Sanitary Board or the Senior Sanitary Officer to do sanitary inspection in the Sanitary Board town in which such common lodging house is situated.

#### K.—WASHING PLACES.

1. It shall be lawful for the Board by resolution from time to time to set apart for washing of horses and cattle, clothes, and mats such places as it may deem proper, and the hours during which they may be used.

2. A list of the places so set apart shall be published in the *Government Gazette* in English, Sinhalese, and Tamil, and proclaimed within the limits of the Board by beat of tom-tom, and copies of the list in the said three languages shall be kept affixed at the office.

3. No person shall wash horses, cattle, clothes, or mats at any public place within the town, except at such places so set apart by the Board.

4. No person suffering, or who to the knowledge of any person in charge of a washing place set apart as hereinbefore provided has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the washing place to wash clothes or any other article in such washing place.

5. No horses and cattle suffering from any contagious or infectious disease shall be washed in any such washing places.

#### CHAPTER V. [Section 9 E (2) (i).]

##### Care of Waste or Public Lands.

1. No person shall remove any sand, earth, stone, or growing plants or trees from, or in any way alter or deface the surface of, any waste or public land without the authority of the Chairman.

2. No horse, cattle, sheep, goats, or swine shall be tethered or grazed upon any public ground vested in the Board without a license from the Chairman. Such license may be granted for

a year or any shorter period at the discretion of the Chairman, and shall be subject to such fee as the Board shall from time to time by resolution determine.

3. Any person thereto authorized in writing by the Chairman may seize any horse, sheep, goat, or other animal which he may find tethered or grazing without such license as aforesaid on any public ground within the town.

4. The Board may farm or let out the public grazing grounds or any part thereof for any period not exceeding twelve months on such conditions as to the Board may seem fit.

#### CHAPTER VI. [Section 9 E (2) (j).]

##### For the putting up and preservation of Boundaries.

1. Every owner or occupier of any house, garden, building, or land within the town shall keep such house, garden, building, or land surrounded with a wall or good fence of not less than 4 feet in height from the level of the ground.

2. No live fence shall in future be erected within 3 feet from any public masonry drain.

#### CHAPTER VII. [Section 9 E (2) (k).]

##### Public Bathing Places.

1. For the purpose of rules under section 9 E (2) (k) a public bathing place shall mean any place where the public or any particular class of persons bathe, whether on payment of money or not, or any place thereto specially set apart by order of the Sanitary Board under rule 2.

2. The Sanitary Board may by resolution set apart any public place over which it has control or any portion thereof for the purpose of being used as a public bathing place, and may define the meets and bounds of such public bathing place.

3. In every case in which a charge is made by the owner or occupier of any public bathing place for the use thereof, such owner or occupier shall not keep such bathing place without a license from the Chairman of the Sanitary Board, which license the Chairman is hereby empowered to refuse to any persons failing to comply with any of these rules or any existing Sanitary Board rule.

Such license shall further be subject to such fees as the Sanitary Board shall from time to time determine with the sanction of the Governor in Council.

4. If any person shall have been convicted twice or oftener by any court of the breach of any of these rules, it shall be lawful for the court recording such second or subsequent conviction to cancel the license issued to such person under this chapter by the Chairman of the Sanitary Board. Upon such cancellation of a license by a court the Chairman of the Sanitary Board is empowered in his discretion to refuse to issue any fresh license to such person.

5. The owner or occupier of any public bathing place shall be bound to see that the requirements of these rules are carried out.

6. Wherever a public bathing place is served by a well, such well shall have a protecting wall at least 2 feet high all round or, if there is no wall, must be constructed on a plan approved by the Chairman of the Sanitary Board, and in such a way that none of the water drawn for washing can find its way back into the well, and the ground immediately surrounding such well shall be sloped, paved, or concreted so as to allow the water to run into a leadaway drain of sufficient length to prevent, to the satisfaction of the Chairman, any percolation of dirty water into the well.

7. If tubs are used they shall be cleaned daily and painted twice annually. If a large tank or bath is used the water thereof shall be daily changed, so that it does not become stagnant or offensive or unfit for use for human bathing.

8. No person suffering, or who to the knowledge of any person in charge of a public bathing place has recently suffered from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall bathe, wash in, or in any way use the water of any such public bathing place, unless such water shall be drawn for such person by some healthy person and carried for use to a safe distance from such bathing place.

9. Whenever a public bathing place is served by a well, no person shall use such well for washing cattle or any other animals, or mats, or any other things, or any clothes except those he is wearing, and if such clothes be slapped upon a stone or otherwise beaten this shall be done at such distance from the well that the splash therefrom cannot fall into the well.

The provision of rule 9 shall also *mutatis mutandis* apply to tanks or baths, the water of which is artificially changed at intervals, and to public bathing places specially set apart by order of the Sanitary Board or the Chairman.

10. No person shall commit a nuisance by obeying a call of nature at or near any public bathing place.

#### CHAPTER VIII. [Section 9 E (2) (m) and (n).]

##### Charges for occupation of Pounds, &c.

1. All cattle, sheep, and goats straying on the public roads or paths within the town shall when seized be placed in the pound established by the Board for the purpose where such have

been provided, and the following charges shall be paid before the removal of any animal so impounded:—

For occupation, 25 cents per head for a day or part of a day.  
For food, if supplied, 15 cents per head for a day or part of a day.

#### Dogs.

2. All stray dogs shall be seized, and if diseased, or suspected of disease, destroyed; otherwise they shall be impounded in a pound provided by the Board, and a sum of 40 cents for the first day of detention and 15 cents for each succeeding day to meet the expenses incurred by the Sanitary Board shall be levied from the owner of the dog if he claims it and desires to remove it. Impounded dogs if not claimed within three days shall be destroyed.

#### CHAPTER IX. [Section 9 E (2) (o).]

1. It shall not be lawful for any person or persons to erect, re-erect, repair, add to, or enlarge any building, whether permanent or temporary, or to renew or repair or alter or add to the frontage of any such building in any way, or to build any drain or bridge, platform, or structure over a drain, or any privy or cesspool, without twenty-one days' previous notice in writing to the Chairman accompanied by details and plans of the work sufficient to show the arrangements proposed in respect of ventilation, drainage, and sanitation. No such building operations shall be commenced without the written permission of the Chairman, or until after the expiry of the twenty-one days' notice.

2. It shall not be lawful for any person to erect a house or hut for the purposes of a dwelling place, or permit the same to be occupied as a dwelling-place, within the limits of the Board, except after twenty-one days' previous notice in writing to the Chairman, and under the following conditions:—

(a) The walls shall in no case be built of cadjan, but of stone, brick, cabook, mud and wattle, or other suitable material which allows of its being properly plastered and white-washed.

(b) Every such house or hut or any room therein to be used for human habitation shall not be less than 120 superficial feet in area, and not less than 10 feet in height, and with eaves at least 6 feet from the ground. All houses or huts are to have tiled roofs, except where the Chairman may see fit to relax the operation of this rule by written permit setting out the period for which such exemption is to hold good.

(c) Every room to be used for human habitation shall have at least one door not less than 6 feet by 3 feet, and at least one window not less than 3 feet by 2 feet.

(d) The floor shall always be higher than 1 foot from the ground, provided the Chairman shall be at liberty to require a higher level according to situation.

(e) It shall be lawful for the Chairman to cause any house or hut erected contrary to the provisions of this by-law to be taken down at the expense of the owner, if within one month after written notice to him to alter or take down the same he shall fail or neglect to do so.

3. It shall not be lawful for any person to erect, re-erect, or add to any hut or house within the limits of any Sanitary Board town, except under the following conditions:—

The following clear air space shall be left around any hut or house which is erected or re-erected, or around any hut or house which is added to with respect to such addition, and no portion of the walls of such building, and not more than 2 feet 6 inches of the projecting eaves of such building, shall come within such space:—

(1) On the side of any road or street 25 feet to the centre of such road or street.

(2) Behind such space up to 50 feet to any other hut or house, except a kitchen, bathing place, or latrine as the Chairman may require, of which prescribed space at least half shall be land belonging to the same owner as the land upon which the house stands, which is erected, re-erected, or added to.

(3) To the side such space up to 15 feet to the nearest building as the Chairman may require, of which prescribed space at least half shall be land belonging to the same owner as the land upon which the house stands, which is erected, re-erected, or added to.

Provided that the Chairman may in his discretion relax the operation of this rule in any special case, but he shall not do so unless he is satisfied that (1) no detriment is caused thereby to the sanitary condition or amenities of the house or hut to be erected, re-erected, or added to, or of any other neighbouring house or hut used or intended to be used as a human dwelling place; and (2) that the future alignment, widening, or development of any road or street, or the convenience of the public using such road or street, will not be interfered with by such relaxation of the rule.

Provided further, that the Chairman may allow the erection of a kitchen, bathing place, or latrine upon the portion thus reserved for air space on the side of any house furthest from the road or street in such place as the Chairman shall approve.

Provided further, that where a conservancy lane shall have been provided, or laid out, or projected by the Board, such latrine shall adjoin such lane or projected lane.

#### CHAPTER X. [Section 9 E (2) (p).]

##### *Kraals in Lakes and Rivers for soaking of Husks.*

1. No person shall within the limits of any Sanitary Board erect or use any kraal in any lake or river for the purposes of soaking coir husks without a license from the Chairman of the Sanitary Board, which license the Chairman is hereby empowered to refuse to any person failing to comply with these rules.

Such license shall further be subject to such fees as the Sanitary Board shall from time to time determine with the sanction of the Governor in Council.

2. If any person shall have been convicted twice or oftener by any court of a breach of these rules, it shall be lawful for the court recording such second or subsequent conviction to cancel the license issued to such person under this chapter by the Chairman of the Sanitary Board. Upon such cancellation of a license by a court, the Chairman of the Sanitary Board is empowered in his discretion to refuse to issue any fresh license to such person.

3. The Chairman of the Sanitary Board is hereby empowered to regulate the dimensions and position of such kraals and to indicate the same upon the license issued. Any person erecting or using any kraal of different dimensions or in a different position to that indicated in his license shall be guilty of an offence.

#### CHAPTER XI. [Section 9 E (2) (q).]

##### *Prevention of Malaria.*

1. Hollow places in compounds or close to dwelling-houses shall be filled up or drained so that water may not stagnate in them, and all unnecessary vessels or receptacles of any description lying about the said premises and which are liable to hold or contain water likely to become stagnant shall be removed.

2. The owner or occupant of any garden or compound in which it is desired to cut down a bamboo clump or any portion thereof shall dig and remove the roots thereof, or cause the roots thereof to be dug and removed; or shall cut down or cause the same to be cut down to a point below the level of the surrounding ground in such a manner, and so cover or cause to be covered the roots as to prevent any water collecting in the hollow of the severed portions of bamboos still left in the earth.

#### CHAPTER XII. [Section 9 E (2) (r).]

##### *General Conservancy.*

1. All owners, tenants, or occupiers of lands within the limits of the Sanitary Board shall keep the same clean and free from all weeds or rank and noisome vegetation, as well as from all refuse and rubbish.

2. All or any part of any house, dwelling, church, place of business, or other building shall be provided with sufficient light or ventilation, and shall, whenever so ordered by the Chairman or any officer acting under his authority, be forthwith externally or internally limewashed, disinfected, or otherwise cleaned.

3. Privies shall be constructed where in the opinion of the Chairman it is desirable that they should exist.

4. Every owner or occupier of any place within the limits of the Sanitary Board used for a tannery, brick factory, lime kiln, and every owner or occupier of a cart stand, cattle yard, bakery, coach building yard, or manufactory, shall remove or cause to be removed daily from such premises all filth, dirt, and rubbish, and deposit it in such places as the Chairman may approve.

5. Every cart stand, cattle yard, and sheep pen shall be paved and drained to the satisfaction of the Chairman.

6. All householders or other persons who are desirous that the dust, ashes, sweepings, rubbish, and other refuse from their premises should be removed by the scavengers of the Board shall deposit the same in proper boxes or other receptacles with covers on the edge of the road outside their respective dwellings or shops daily between the hours of 6 A.M. and 8 A.M., and it shall not be lawful for any person to place or cause to be placed such dust, ashes, sweepings, rubbish, or refuse in any street unless the same shall be contained in boxes or other receptacles as aforesaid, nor after the hours specified; and every such person shall remove such boxes or other like receptacles within the space of half an hour after the same shall have been emptied by the scavengers.

7. It shall be lawful for the Chairman at any time to require the owner or occupier of any house, building, enclosure, or premises within the limits of the Sanitary Board, by notice in writing, to remove or cause to be removed the contents of any privy, pit, or water-closet in or belonging to such house, building, enclosure, or premises to such place or places, and within such time as shall be set forth in the said notice. Should such owner or occupier fail to comply with the requirements of such notice within seven days from the time when such notice shall have been served on him, the Chairman may cause the necessary work to be done, and for that purpose shall have power to enter into and upon any such house, out-house, building, enclosure, or premises with such labourers, implements, and things as may be required, and the expenses incurred shall be recoverable as a debt due by the owner to the Board.

8. Any person who shall bury or cause to be buried, or deposit or cause to be deposited, the contents of any latrine, privy, pit, or water-closet within any house, building, or premises, or in or any land within 100 feet of any dwelling house, well, stream, or water-course, shall be guilty of an offence. Upon receiving notice he shall at once remove the same to such place and within such time as the Chairman shall direct. In default of compliance with such notice within the time appointed, the Chairman and any officers or workmen authorized by him may enter upon such house, building, or premises and cause the necessary work to be done, and the expenses incurred thereby shall be paid by the person in default, and shall be ascertained and determined and recoverable as a debt due by the owner to the Board.

9. The occupier of any house or premises within or upon which any cattle, horse, sheep, goat, or pig may die shall within four hours after its death, or if death occurs at night within four hours after daylight, either remove the carcass at his own expense to such place as may be appointed by the Chairman for that purpose, or report its death to the Supervisor or Inspector of the Board, and in such latter case shall pay to the Board the expense of removing or burying the carcass at such rate as the Chairman shall determine.

10. Whenever any tree or branch or fruit of a tree within the limits of the Sanitary Board shall be deemed by the Chairman, after inspection by himself or some person authorized by him, to be likely to fall upon any house or building and injure the occupier thereof, or whenever the same shall overhang any street, it shall be lawful for the Chairman to cause notice in writing to be given to the owner or to the occupier of the ground upon which such tree stands to cut down or remove the said tree or branch or fruit; and if such owner or occupier shall not cut down or remove the same within twenty-four hours after such notice, the Chairman and any officers or workmen authorized by him in writing may enter upon such ground and cause the work to be done, and the expenses thereby incurred shall be paid by such owner or occupier, and shall be ascertained and determined and recoverable as a debt due by the owner to the Board.

11. It shall be lawful for any Inspector or any officer authorized in writing by the Chairman, between the hours of 7 A.M. and 5 P.M., to enter upon any building or premises within the limits of the Board and do all things necessary for the purpose of ascertaining whether such building or premises are kept in a sanitary condition.

12. No person shall deposit any dirt, manure, filth, sweepings, or rubbish of any kind, nor any old bottles, tins, chatties, coconut shells, or other receptacles of any kind capable of holding rain water, on any street, road, or public place, or in any drain of such street, road, or public place, or on any land or premises in proximity to any dwelling-house. Such dirt, manure, filth, sweepings, rubbish of any kind, and any old bottles, tins, chatties, coconut shells, or receptacles of any kind capable of holding rain water shall be burnt or buried or carried away to a suitable place approved of by the Chairman.

13. Whenever it shall appear to the Chairman that any ground or premises in the vicinity of dwelling houses is in an insanitary condition by reason of the growth of weeds or rank or noisome vegetation upon it, or by reason of accumulations of manure, filth, or rubbish, or of stagnant water or of receptacles likely to contain rain water and stagnate lying about, the Chairman may require the owner or occupier of such ground, by a notice in writing, to do, within a reasonable time to be specified in such notice, such work as is necessary to put the said ground into a sanitary condition. If the owner or occupier shall fail to carry out the said work within the time specified, or if at any subsequent time he shall again allow the said land to get into such insanitary condition as aforesaid, the Chairman may cause the necessary work to be done, and for that purpose shall have power to enter into and upon such land, with such labourers, implements, and things as may be required, and the expenses incurred shall be recoverable as a debt due by the owner to the Board. Provided that nothing in this rule contained shall prevent the Chairman from at any time entering any prosecution under these rules should he consider such prosecution advisable.

14. It shall be the duty of the owner of every house or hut used for human habitation to keep the same in a state of good repair, unless he proves to the satisfaction of the Chairman that a tenant or occupier has agreed to undertake this duty, in which case the said duty shall fall on such tenant or occupier, as the case may be.

15. Whenever it shall appear to the Chairman that any such house or hut is in such a state of repair that it is in an insanitary condition and prejudicial to the health of the inmates or the neighbours, he may cause a notice in writing to be served upon the owner, tenant, or occupier, as the case may be, whose duty it is to keep such house in good repair, requiring him, within a reasonable time to be fixed in such notice, to do such work as may be necessary to put the said house or hut into a sanitary state. If such owner, tenant, or occupier shall neglect to do the necessary work within the time fixed, the Chairman may cause the work to be done, and the expenses incurred shall be recoverable as a debt due to the Board by such owner, tenant, or occupier. Provided that no action taken by the Chairman under this rule

shall prevent such owner, tenant, or occupier being at any time punished for a breach of rule 14 of this chapter.

#### CHAPTER XIII. [Section 9 E (2) (f).]

##### *Dangerous and Offensive Trades.*

1. Dangerous and offensive trades shall for the purpose of these rules mean and include any of the following:—

Storage or manufacture of artificial manure, boiling of blood or offal, drying blood or offal, tanning, fat melting, fat extracting, soap making, soaking of coconut husks, fibre dyeing, coconut oil manufacture (where machinery is employed), manufacture or storing of fibre, storing of hides, bones, artificial manures, or any materials for the manufacture of artificial manure, storing of Maldivian fish in quantity over 5 cwt. in weight, quarrying for metal, cabook, or gravel, the manufacture of bricks and tiles, the burning of lime, the manufacture of aerated waters, storing or curing of plumbago.

2. No owner or occupier of any land or premises within the limits of any Sanitary Board or other person shall carry on or suffer to be carried on upon such land or premises any offensive or dangerous trade or manufacture without a license from the Chairman of the Sanitary Board who is further empowered to refuse such license to any person failing to comply with any of these or other already existing Sanitary Board rules.

Such license shall be subject to such fees as the Sanitary Board from time to time may determine with the sanction of the Governor in Council.

3. If any person shall have been convicted twice or oftener by any court of the breach of any of these rules, it shall be lawful for the court recording such second or subsequent conviction to cancel the license issued to such person under this chapter by the Chairman of the Sanitary Board. Upon such cancellation of a license by a court, the Chairman of the Sanitary Board is empowered in his discretion to refuse to issue any fresh license to such person.

4. All materials required for the purpose of carrying on any of the aforesaid trades, businesses, or manufactures shall be stored so as to prevent effluvia or nuisance, and all such materials which have to be brought along any public thoroughfare, and which are likely to be offensive and give off effluvia shall be transported in non-absorbent covered receptacles or in such other manner as the Chairman shall direct, so as to obviate the creation of any nuisance.

5. Effective means shall be adopted for rendering innocuous any offensive vapours or gases emitted during any process or manufacture. Such vapours and gases shall either be discharged into the external air in such manner and as such a height as to admit of their diffusion without injurious or offensive effects or they shall be passed directly through a fire or into a condensing apparatus. All premises shall be adequately drained, and the drains kept in efficient order and washed daily.

6. Floors shall be maintained in a proper state of repair and cleansed daily, and when so ordered by the Chairman shall be constructed of such impermeable material as he may direct.

7. Walls shall be kept in good order so as to prevent the absorption of filth, and whitewashed twice annually or oftener if so ordered by the Chairman of the Sanitary Board or the Senior Sanitary Officer.

8. All apparatus, including implements and vessels, shall be kept clean and where possible they shall be cleaned daily. All refuse, sweepings, scrapings, together with waste and dye products, shall be removed daily from the premises in covered receptacles, unless intended to be forthwith subjected to further trade purposes on the premises.

9. Tanks used for washing or soaking skins or any other materials must be emptied and cleansed as often as may be necessary to prevent effluvia.

10. No person carrying on any offensive trade or manufacture, nor any owner or occupier of any land or premises upon which such offensive trade or manufacture is carried on, shall pollute any river, stream, canal, channel, well, tank, or open piece of water by discharging thereinto or suffering to flow thereinto any foul, ill-smelling, or offensive water or other fluid, or by throwing thereinto or suffering to be washed thereinto any offensive substance, nor shall he in any other way pollute or contaminate such river, stream, canal, channel, well, tank, or open piece of water.

11. The premises of all the aforementioned trades shall be open for inspection at all reasonable hours by the Chairman of the Sanitary Board or by any person duly authorized by the Chairman.

12. The owner or occupier of any land from which clay, earth, stone, gravel, cabook, or other material is cut for the manufacture of bricks or tiles, or for building, or for any other purpose shall be responsible for seeing that proper drainage is provided, and that the pits or trenches cut are afterwards filled, so that water cannot stagnate therein.

#### CHAPTER XIV. [Section 9 E (f).]

##### *Manufacture of Aerated Waters.*

1. No person shall commence the manufacture of aerated waters within the limits of the Sanitary Board for the purposes of sale without giving one month's previous notice in writing to the Chairman of the Board.



2. No aerated water factory shall be situated within less than 150 feet from any gala, stable, or other building used for keeping animals by day and night, or of any latrine or cesspit. No part of the factory shall be used as a dwelling house.

3. All premises used for manufacture of aerated waters must be well lighted and ventilated, must have cemented floors, must be provided with suitably built drains to carry off waste material, and must be kept clean and free from dirt and dust. The preparation of the syrups must be carried out in a separate fly-proof room. All chemicals and other materials used in the manufacture of the waters must be of good quality. All utensils and machinery employed in the manufacture must be kept scrupulously clean.

4. The water used in the manufacture shall be obtained from a source adequately protected from contamination and approved of by the Chairman of the Board. It shall be transported to the factory by means which shall ensure that no pollution occurs in transit. It shall be stored at the factory in properly constructed tanks or reservoirs connecting with the aerating apparatus.

5. All water used in the manufacture of aerated waters shall be passed through a Jewell or other filter approved by the Chairman and connected with the plant, provided that the Chairman shall have power to exempt from the operation of this rule water derived from an approved public supply.

6. All bottles used in the manufacture of aerated waters shall be washed with filtered water and shall be kept scrupulously clean.

7. Every bottle containing aerated water shall bear a label setting out the description of the water and the place of manufacture, the name of the person or firm owning the factory, and the number assigned to the factory by the Chairman of the Board.

8. No person under twelve years of age shall be employed in any aerated water factory, nor any person suffering from any cutaneous or contagious disease.

9. All persons engaged in the filling of bottles with gas shall wear fine-meshed wire face- and neck-shields and leather gloves.

10. It shall be lawful for the Chairman of the Sanitary Board or any Inspector or Supervisor or any person thereto authorized by the Chairman in writing to enter any place used for the manufacture or sale of aerated waters at any time when such place is open and to take a sample bottle of any kind of aerated water which is there manufactured or kept for sale, and any proprietor or person in charge of such place who shall refuse to permit such sample to be taken shall be guilty of an offence. Such sample shall be forthwith forwarded to a competent analyst, and the certificate of such analyst, if it states that such sample is unfit for human consumption, shall be evidence that it is so unfit until the contrary is proved, and the proprietor or manager of any place used for the manufacture or sale of aerated waters from which place any such sample was taken which proved to be unfit for human consumption shall be guilty of an offence.

11. Wells from which water for the manufacture of aerated waters is drawn shall be set apart solely for this purpose, and shall not be used for bathing.

#### CHAPTER XV. [Section 9 E (2) (c).]

##### Wells.

1. No person shall sink a well or cause a well to be sunk within the limits of any Sanitary Board town, unless he shall have given to the Chairman one month's notice of such his intention, or shall have obtained a permit from the Chairman to sink such well or cause it to be sunk.

2. No well shall be sunk less than 50 feet from any cesspit, cesspool, pigsty, gala, cattle shed, manure heap, leaking drain, neglected privy, heap of decaying vegetable or animal matter, or any manured land.

3. No cesspit, cesspool, privy, pigsty, gala, or cattle shed shall be constructed within a distance of 50 feet from any well used for drinking or domestic purposes, nor shall any manure or decaying animal or vegetable matter be deposited, nor any land be cultivated with manure, nor any drain suffered to remain in a leaking condition within such distance.

4. All wells shall be lined as far as water level either with bricks set in cement with a backing of puddled clay or with cylinders of iron, cement, or clay, or shall be otherwise so constructed as to prevent the entrance of water except from the bottom.

5. A platform upon which to stand and draw water may be constructed over the top of a portion of the mouth of the well. This platform shall be so constructed as to be absolutely water-tight, so that no water therefrom can trickle back into the well, but all flow on to the apron or pavement referred to in rule 6. The said platform shall have a slope downwards from the centre of the mouth of the well outwards so as to throw off water and a water-tight ledge at least 6 inches high along its inner edge connected at both ends with the parapet wall. The remainder of the well mouth shall be surrounded by a parapet wall at least 2 feet 6 inches high.

6. The well shall be surrounded for a distance of 5 feet by a cement apron or pavement of stone or brick set in cement sloping away from the well.

7. The outer edge of such apron or pavement shall be surrounded by a cement gutter emptying into a leadaway drain not less than 10 feet long, so as to prevent the stagnation of water in the vicinity of the well.

8. No planks shall be placed across the mouth of the well to stand on when drawing water or for any other purpose.

9. Water from wells shall be drawn in clean receptacles.

10. No one shall wash clothes within 20 feet of the mouth of a well used for drinking or domestic purposes.

11. Every owner or lessee of a well used as a public bathing place shall supply bathing tubs, and shall not allow persons who bathe to draw water, and no person shall draw water from such well while bathing.

12. Whenever any tree or branch of any tree overhangs a well, and is deemed after inspection by the Chairman or any Sanitary Officer of the Board to be injurious to the water, owing to the dropping of the leaves or fruit into the water or by otherwise rendering the water unfit for use, it shall be lawful for the Chairman of the Sanitary Board to cause notice in writing to be given to the owner, lessee, or occupier of the ground on which such tree stands to cut down or remove such tree or branch, and if such notice is not complied with within 14 days, such person shall be guilty of an offence.

13. The Chairman may, whenever he deems such a course to be necessary, cause notice to be given in writing to the owner or lessee or occupant of any compound in which there is a well used for drinking or domestic purposes to bale out the water and clean the well and execute such repairs as the Chairman may consider to be necessary, and if such notice is not complied with within fourteen days, such person shall be guilty of an offence.

14. Whenever it shall be decided by a resolution of the Sanitary Board that such a course is expedient in the interests of health, it may give notice to the owner, lessee, or occupant of any land to fill up or disinfect any well on such land, and the owner, lessee, or occupier shall thereupon be bound to comply with such order within eight days' time. Should such owner, lessee, or occupier fail within such time to comply with such order, such person shall be guilty of an offence.

15. It shall be lawful for the Supervisor or Inspector of the Board or other person empowered in writing by the Chairman of the Board to inspect wells, or enter upon any land or premises of the purpose of inspecting proposed sites or wells or existing wells and their surroundings.

#### SCHEDULE A. Market Licenses.

Fees Rs. \_\_\_\_\_  
The bearer \_\_\_\_\_, of \_\_\_\_\_, has permission to hold the stall \_\_\_\_\_ No. \_\_\_\_\_, in the \_\_\_\_\_ market, for \_\_\_\_\_ subject to the by-laws.

Chairman, Sanitary Board.

Table of fees chargeable for annual licenses under the foregoing by-laws:—

	Annual Fee.
	Rs. c.
Bakeries .. .. .	6 0
Eating houses .. .. .	6 0
Tea and coffee boutiques .. .. .	3 0
Fish stalls .. .. .	6 0
Cattle galas, 5 stalls or under .. .. .	10 0
Each additional 5 stalls, Rs. 10 up to .. .. .	100 0
Dairies up to 3 cows or under .. .. .	3 0
Dairies over 3 cows .. .. .	6 0
Laundries .. .. .	3 0
Common lodging houses .. .. .	6 0
Manure manufactory .. .. .	100 0
Boiling or drying blood or offal .. .. .	100 0
Tannery .. .. .	100 0
Fat melting or extracting .. .. .	50 0
Soap making .. .. .	50 0
Kraals for soaking coconut husks .. .. .	3 0
Fibre dyeing .. .. .	2 50
Coconut oil manufactory where machinery is employed .. .. .	100 0
Manufacture and storing of fibre .. .. .	25 0
Storing of Maldivian fish over 5 cwt. .. .. .	5 0
Storing of hides, bones, artificial manures, or materials for manufacture of artificial manure in quantity over .. .. .	10 0
one gunny bag .. .. .	50 0
Metal or sabook quarry .. .. .	25 0
Gravel quarry .. .. .	15 0
Brick or tile manufactory .. .. .	12 0
Lime kilns .. .. .	100 0
Aerated water manufactory .. .. .	6 0
Public bathing places .. .. .	50 0
Plumbago store or curing yard .. .. .	50 0

Note.—The fees in respect of eating houses, tea and coffee boutiques, common lodging houses, and public bathing places may be paid half-yearly in advance.



## "THE LOCAL BOARDS ORDINANCE, 1898."

**R**ULES relating to the grant of retiring pensions and gratuities to officers of the Local Board, Kegalla, prescribed by His Excellency the Governor in Executive Council, under the provisions of section 87 of Ordinance No. 13 of 1898.

Rules appearing in *Government Gazette* No. 6,949 of June 14, 1918, are hereby cancelled.

Colonial Secretary's Office,  
Colombo, April 16, 1921.

By His Excellency's command,  
GRAEME THOMSON,  
Colonial Secretary.

*Rules relating to the Grant of Retiring Pensions and Gratuities to the Officers of the Local Board, Kegalla.*

1. No pension will be granted to any officer of the Local Board, Kegalla, without the authority of the Governor, in order to obtain which a certificate of service, age, good conduct, and of the ground of retirement must be submitted to the Colonial Secretary.

2. Subject to the provisions of rule 1, all officers of the Local Board of Kegalla on the fixed establishment drawing a salary of Rs. 250 per annum and upwards shall be entitled to pension as follows:—

Any officer who shall have served ten years and upwards and under eleven years shall receive an annual allowance of fifteen-sixtieths of the annual salary of his office, eleven years and under twelve years an annual allowance of sixteen-sixtieths of such salary, and in like manner a further addition to the annual allowance of one-sixtieth in respect of each completed additional year of such service until the completion of a period of service of thirty-five years, when the annual allowance of forty-sixtieths may be granted, and no addition shall be made in respect of any service beyond thirty-five years.

3. No officer of the Local Board will be held to have an absolute right to compensation to past services, or to any pension under these rules; and the Local Board will retain power and authority to dismiss any such officer without compensation.

4. No pension shall be granted to any officer of the Local Board who shall be under fifty-five years of age, unless upon a certificate from the Chairman of the Local Board and from two medical practitioners that he is incapable from infirmity of mind or body to discharge the duties of his situation, nor unless he shall have discharged these duties with diligence and fidelity to the satisfaction of the Chairman.

5. It shall be competent for the Local Board, with the authority of the Governor, in cases of peculiar and extraordinary merit in respect of duties outside those for which the officer has received a salary, to grant special and higher rates of pension than those laid down in these rules.

6. The above-mentioned rates are only to be granted in case of decidedly faithful and meritorious service, but when the testimony as to fidelity, diligence, and merit is in any respect defective, a deduction will be made from the apportioned rate. Where there has been obvious negligence, irregularity, or misconduct, the grant of an allowance will be altogether withheld.

7. The claim of an officer of the Local Board to pension will be considered to have commenced from the date of his first permanent appointment to the fixed establishment of the Local Board.

8. Every officer on the provisional and temporary establishment drawing a salary of over Rs. 250 per annum will, in the event of transfer to the fixed establishment, be entitled to reckon his provisional and temporary service when it has been continuous with his subsequent permanent service.

9. The services in respect of which superannuation allowances are granted should in all cases be continuous, unless interrupted by abolition of office or other temporary suspension of employment not arising from misconduct or voluntary resignation of the officer.

10. The pension will be computed upon the salary of the permanent office held by an officer of the Local Board at the time of his retirement, provided he shall have held such appointment for at least three years, otherwise the pension shall be calculated upon the average of salaries attached to the permanent office held by such person during the three years next preceding the commencement of such pension.

11. In the case of suspension or reduction or abolition of office, temporary allowances may be assigned according to the specified rates, on condition, however, that the persons receiving the same shall be liable to be recalled into service, and with the understanding that they are to be re-employed, as opportunity may offer, in preference to new applicants for office.

12. In the case of officers to whom temporary allowances may be assigned in accordance with rule 11, on the abolition or re-organization of their offices, and who may be afterwards re-employed, one-half of the period during which they have been in receipt of such allowance will be allowed to count towards pension on their final retirement.

13. In the case of the abolition of an office, a period of ten years shall be added to the actual service in computing the allowance of persons who have served twenty years and upwards, of seven years where the service is over fifteen and under twenty years, and of five years where the service is over ten and under fifteen years. To persons who shall have served under ten years and not less than five years, the gratuity shall be granted calculated at the rate of one month's pay for each year's service, with an additional allowance of three months pay. To persons who shall have served less than five years, a gratuity shall be awarded, calculated at the rate of one month's pay for each year's service, with one month's pay added. The number of years to be added to actual service on abolition of office should not be more than that which, if added to the age of the retiring officer, would make that age up to sixty, except that one year may be added in the case of an officer of the actual age of sixty or more, unless the officer was quite disqualified for further service.

14. In the case of persons retired through abolition of office who, if they had served the extra time granted by rule 13 for compensation, would at the expiry of that time be over fifty-five, the provisions of rule 13 shall not be binding on the Local Board, but each particular case will be decided after a full consideration of all the circumstances attending it.

15. Should the term of office not warrant the assignment of an annual allowance, a gratuity may be granted at the rate of one month's salary for each year of service. For a fractional part of a year's service exceeding six months, half a month's salary will be added to the gratuity.

16. If any person being in receipt of any pension or superannuation allowance from the Local Board shall be convicted of an offence in any court of justice in the Island for which he shall be sentenced to death or to any term of imprisonment with hard labour exceeding six months, such pension or superannuation allowance shall forthwith determine and cease to be payable, unless such person shall, within three months after his conviction, receive free pardon, or unless the Local Board shall otherwise order.

17. Every person hereafter appointed to any office under the Local Board to which a pension is attached on retirement may be required to retire from the service of the Local Board on or after attaining the age of fifty-five upon the receipt of six months' notice to that effect, but he may continue in office till sixty years of age with the consent of the Board.

18. Should an officer be transferred to a post under Government or under another Local Board or any other public authority with the approval of the Board, he shall retain his claim to ultimate pension for service rendered to the Board, provided he retires from the latter service under circumstances which would entitle him to pension in terms of this minute.

19. Should an officer who retires on pension find after such retirement an employment under Government, or under another semi-official body, on a salary equal to or higher than what he drew from the Board at the time of his retirement, his pension shall be suspended so long as such employment continues. If he draws a less salary, he shall be entitled to only so much of his pension as, when added to the salary of the new appointment, will make his total emolument equal to the salary last drawn by him previous to his retirement.

20. When an officer seeking pension under this minute is found to be already in receipt of or is likely to receive a pension from another public body or from Government, his maximum pension under this minute shall be such as when added to such other pension shall not exceed forty-sixtieths of the highest salary drawn by the officer at any time during the course of his service, be it under Government or under a semi-official body.

21. Local Board employees drawing a salary of less than Rs. 250 per annum and retiring on account of age or infirmity after serving continuously for a period of fifteen years and upwards may, if the Board be satisfied that they are unfit, owing to age or infirmity of body or mind, to discharge efficiently the duties of their offices, be granted such long service allowances not exceeding Rs. 5 per mensem in each case as the Board may award. Persons in receipt of a daily pay, who have completed a period of twenty-five years of continuous service, retiring under similar circumstances may be awarded gratuities calculated at the rate of one month's pay for every three years of service.

22. Subject to the approval of His Excellency the Governor, the Board may allow a gratuity to the widow or orphans of an officer in the event of his death, provided that he has not received from the Board any gratuity.

“THE VEHICLES ORDINANCE, No. 4 OF 1916.”

SPECIAL by-laws made by His Excellency the Governor in Executive Council, under section 22 of “The Vehicles Ordinance, No. 4 of 1916,” for regulating and controlling the use of mechanically propelled vehicles, and for protecting persons and property from danger or damage from the use of such vehicles, and generally for carrying out the purposes and objects of the said Ordinance in substitution for special by-law 22 of the special by-laws made and published by Proclamation dated December 14, 1916, as amended by Proclamations dated July 13, 1917, August 14, 1917, November 16, 1917, August 2, 1918, and September 20, 1918; and by Notifications dated November 28, 1918, June 6, 1919, December 5, 1919, May 10, 1920, May 11, 1920, June 8, 1920, July 9, 1920, October 14, 1920, October 27, 1920, November 9, 1920, and March 11, 1921:—

22. (1) By-laws 19, 20, and 21 shall not be applicable within the Municipal limits of Colombo, Kandy, or Galle. Within any such Municipal limits a motor lorry not exceeding 6 feet 6 inches in width (measured between its extreme projecting points) may be driven, subject, however, to the by-laws in force within such Municipal limits. Provided that His Excellency the Governor may issue special licenses authorizing the use of lorries exceeding 6 feet 6 inches in width on the following routes situated within the limits of the Colombo Municipality:—

*Route 1.*—St. John's road, Seabeach road, Kochchikade, Korteboam street, Skinner's road north, Armour street, Barber street, Wolfendahl.

*Route 2.*—Wolfendahl, Barber street, Armour street, Skinner's road, Skinner's road south, Railway road, Norris road, Gasworks street.

*Route 3.*—York street, Main street, Lotus road, Lower Chatham street.

*Route 4.*—Grandpass, St. Joseph's street, Victoria bridge road, Layard's Broadway, Bloemendahl road.

*Route 5.*—Parson's road, Kew road, Vauxhall street, Union place, Ward place, North and South Baseline road, Urugodawatta road.

*Route 6.*—Alexandra place, Torrington place, Buller's road, Kanatta road.

*Route 7.*—Wolfendahl, Barber street, Armour street, Skinner's road, Panchikawatta, Sutherland road, Darley road.

(2) Every lorry specially licensed shall have painted in some conspicuous part on the right hand (off) side the words “To be used on special routes within Colombo Municipal limits only.” The letters shall be in white and one inch in height.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, April 20, 1921.

GRAEME THOMSON,  
Colonial Secretary.

Regulations made by the Governor under Part V. of Sub-clause 1 (a) of Clause III. of the Order of Her Majesty Queen Victoria in Council dated October 26, 1896, as amended by the Order of His Majesty in Council dated March 21, 1916.

1. The exportation from Ceylon to China of arms, ammunition, and munitions of war of every description, excluding sporting weapons and ammunition therefor, is hereby prohibited, except upon a license issued by the Principal Collector of Customs.

2. If any person acts in contravention of the above regulation or attempts so to contravene, such person shall be guilty of an offence, and shall be liable on summary conviction before a Police Magistrate to imprisonment of either description for a term not exceeding six months, or to a fine not exceeding one thousand five hundred rupees, or to both.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, April 14, 1921.

GRAEME THOMSON,  
Colonial Secretary.

**A**CCOUNT showing amount received and charges and expenses incurred in connection with the Ceylon Currency Note Issue for the period October 1, 1919, to September 30, 1920 (*vide* section 19 of Ordinance No. 32 of 1884) :—

RECEIPTS.	Rs.	c.	Total. Rs.	c.	PAYMENTS.	Rs.	c.	Total. Rs.	c.
Balance brought forward as per statement of September 30, 1919 (published in <i>Government Gazette</i> No. 7,099 of April 16 1920) ..			219,086	68	Invested on behalf of the Currency reserve (on account of interest received) :—				
Interest on British and Colonial Investments ..	646,310	0			British 5 per cent. War Loan (face value, £84,799 16s. 3d.) ..	1,118,058	7		
Interest on Indian Investments ..	676,434	70			National 5 per cent. War Bonds (face value, £25,358 15s. 4d.) ..	373,720	57		
Interest on deposit "at call" in London ..	277,460	25			Straits Settlements 3½ per cent. Stock (face value, £2,947 14s. 11d.) ..	28,743	50		
Discount on 3 months Treasury Bills for the period May 31 to August 31, 1920 ..	127,806	30			Government of India 6 per cent. Bonds (face value, Rs. 371,100)	371,100	0.	1,891,622	14
			1,728,011	25	Refund of discount in respect of unexpired currency of Treasury Bills ..				55,294 44
General Revenue (being the amount of the expenses and charges) ..				204,396 55	<i>Expenses and Charges.</i>				
Written off the assets of the currency reserve ..				4,293,678 36	Salary of staff ..		15,539 33		
					Supply of currency notes and coin bags, &c. ..		147,406 96		
					Cost of registering and destroying old currency notes ..		41,450 26		204,396 55
					<i>Currency Reserve Losses.</i>				
					Conversion of India 3½ per cent. paper held on behalf of currency reserve and Depreciation Fund into India 5 per cent. War Loan Stock ..	1,726	141 11		
					Sale of sovereigns ..		199,500 0		
					Loss on exchange on transfer of deposit "at call" in London to the Imperial Bank of India, Madras ..	2,368,037	25		4,293,678 36
					Balance held by the Treasurer on behalf of the currency reserve ..				181 35
				6,445,172 84					6,445,172 84

Currency Office,  
Colombo, February 26, 1921.

GRAEME THOMSON, Colonial Secretary,  
E. B. ALEXANDER, Acting Controller of Revenue, } Commissioners  
BERNARD SENIOR, Colonial Treasurer, } of Currency.

## NOTICES CALLING FOR TENDERS.

**T**ENDERS are hereby invited for the supply of the under-mentioned tiles for the use of the Railway Department from persons willing to contract from October 1, 1921, to September 30, 1922, viz. :—

South Indian, flat whole, flat half, ridge, single and double ventilator tiles of best quality.

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

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

4. Tenders should be marked "Tender for South Indian Tiles to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 17, 1921.

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. 25 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 must be deposited with the General Manager of the Railway before the dates on which the tenders are due. No tenders will be considered if the samples are not so deposited.

8. The amount of security required will be Rs. 1,000. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. Any offers received containing conditions outside the specification will be rejected without question.

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

13. Fines will be inflicted for delays in complying with orders.

14. 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.

15. 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.

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

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

General Manager's Office,  
Colombo, April 12, 1921.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for the supply of native half-round tiles and native ridge tiles delivered at Dematagoda Railway Store or elsewhere within the gravets of Colombo, as may be required for the use of the Railway Department, from persons willing to contract from October 1, 1921, to September 30, 1922.

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

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

4. Tenders should be marked "Tender for Half-round Tiles to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 17, 1921.

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. 25 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. Tenderers are not required to submit samples, but must inspect the standard samples at the Office of the Railway Storekeeper; and no tenders will be considered unless such standard samples have been inspected and an undertaking inserted on tender that tiles to the standard of samples inspected will be supplied.

8. The amount of security required will be Rs. 100. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. Any offers received containing conditions outside the specification will be rejected without question.

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

13. Fines will be inflicted for delays in complying with orders.

14. 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.

15. 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.

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

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

General Manager's Office,  
Colombo, April 12, 1921.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for the supply of cadjans and bamboos to the Railway Department from persons willing to contract for supply of same for the use of the railway from October 1, 1921, to September 30, 1922, as may be required, viz. :—

Cadjans, best, each not less than 6 feet long.

Bamboos, large, straight, well seasoned, and free from defects, each 30 feet long, not less than 3½ in. diameter at the butt.

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. Tender should be marked "Tender for Cadjans and Bamboos to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 17, 1921.

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. 15 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. If required, samples must be deposited.

8. The amount of security required will be Rs. 100. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. Any offers received containing conditions outside the specification will be rejected without question.

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

13. Fines will be inflicted for delays in complying with orders.

14. 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.

15. 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.

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

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

General Manager's Office,  
Colombo, April 12, 1921.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for the privilege of selling fruits, &c., on the platforms to third class passengers at Rambukkana, from October 1, 1921, to September 30, 1922, 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 Controller of Revenue.

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

4. Tenders should be marked "Tender for the privilege of selling Fruits, &c., in the Platform to Third Class Passengers" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 24, 1921.

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. 10 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 a month's rent in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

9. Sales will not be allowed for the Night Mail Trains.

10. Only four salesmen will be allowed on the platform in attendance on any one train.

11. The contract is on no account to be assigned or sublet without the authority of the Tender Board.

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

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

14. 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.

15. 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.

16. No structure of any kind will be allowed to be erected on the platform.

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

18. No passes on Railway will be issued in connection with this service.

General Manager's Office,  
Colombo, April 16, 1921.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for loading, unloading, and stacking firewood at the following places on week days and Sundays from October 1, 1921, to September 30, 1922:—

(a) Loading into special trains between Polgahawela and Anuradhapura.

(b) Loading into special trains between Maradana and Polgahawela.

(b1) Unloading and stacking at Kurunegala, Veyangoda, and Dematagoda.

(c) Loading into special trains between Ragama and Chilaw.

(c1) Unloading and stacking at Dematagoda, Chilaw, Katunayake, and Nattandiya.

(d) Loading into special trains between Maradana, Opanake, or Yatiyantota.

(d1) Unloading and stacking at Dematagoda, Opanake, Ratnapura, Yatiyantota and Waga.

(e) Loading into special trains between Maradana and Matara.

(e1) Unloading and stacking at Matara, Galle, Alutgama, Moratuwa, and Dematagoda.

(f) Loading into special trains between Anuradhapura, and Talaimannar.

(f1) Unloading and stacking at Anuradhapura or at any other station as required.

(g) Loading into special trains between Anuradhapura and Kankesanturai.

(g1) Unloading and stacking at Kankesanturai and at any other station as required.

(h) Removing firewood from Forest Department depôt at Anuradhapura station and stacking in Loco. depôt at Anuradhapura station.

(j) Loading into special trains between Kadugannawa Galgamuwa, and Veyangoda.

(j1) Unloading and stacking at Rambukkana.

(k) Loading into special trains between Kadugannawa, Matale, and Nawalapitiya.

(k1) Unloading and stacking at Kandy.

(l) Loading into special trains between Nawalapitiya and Hatton.

(m) Loading into special trains between Hatton and Haputale.

(n) Unloading and stacking at Nawalapitiya.

(o) Unloading and stacking at Hatton.

(p) Unloading and stacking at Nanu-oya.

(q) Unloading and stacking at Bandarawela.

2. The rates should be shown separately for each head of service, viz., (i.) loading, (ii.) unloading and stacking.

3. Not less than 100 cubic yards per hour are to be loaded, and not less than 100 cubic yards per hour are to be unloaded and stacked.

4. Loaded firewood wagons when detached at out-stations should be unloaded and the wood re-stacked within 4 hours time after arrival at their destination.

5. Cooly contractor for Colombo District should report himself personally to the District Locomotive Superintendent, Colombo 3 times a week.

6. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Controller to Revenue, Colombo.

7. Tenders should be deposited in the Office of the Controller of Revenue, or be sent through the post

8. Tenders should be marked "Tender for Loading Unloading, and Stacking Firewood" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue, Colombo, not later than midday on Tuesday, May 24, 1921.

9. 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.

10. 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.

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

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

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

14. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offer received containing conditions outside the specification will be rejected without question.



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

16. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the 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.

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

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

General Manager's Office,  
Colombo, April 18, 1921.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for the supply of bricks to the Upper District of the Railway from persons willing to contract from October 1, 1921, to September 30, 1922, to be delivered at any railway station above Kadugannawa, and to be as per under-mentioned specification, viz. :—

*Bricks.*—To be the best stock bricks, size  $8\frac{1}{2}$  in. by  $4\frac{1}{2}$  in. by  $2\frac{1}{2}$  in. ; sound, clean cut, hard, and well burned, of uniform size and shape.

The quantity of bricks required will probably be about 10,000 a week, but no guarantee will be given as to quantity to be taken. Each tender must specify the minimum number it is prepared to supply, and at what station the bricks are to be supplied.

Each tender must specify the rate per 1,000, and samples of same must be forwarded to the General Manager of the Railway.

Where a kiln is close to the Railway, the tenderer should give a rate for the bricks delivered and stacked alongside the line.

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

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

4. Tenders should be marked "Tender for the Supply of Bricks to the Upper District of the Railway" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday, on Tuesday, May 17, 1921.

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

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 1,000. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

12. Fines will be inflicted for delays in complying with orders.

13. 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.

14. 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.

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

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

General Manager's Office,  
Colombo, April 18, 1921.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for the privilege of selling refreshments inside Railway premises at the Colombo Goods Shed and at the Kelani Valley Goods Shed from October 1, 1921, to September 30, 1922, from persons willing to tender for same.

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

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

4. Tenders should be marked "Tender for the privilege of selling Refreshments at Goods Sheds" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 24, 1921.

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. 25 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 successful tenderer will be allowed the sole and exclusive right to sell fruits, bread, cakes, and other refreshments, exclusive of intoxicating liquors, within the Railway premises at the Colombo Goods Shed and at Maradana Kelani Valley Goods Shed during such hours as the said premises are opened to traffic work.

8. That should the contractor require the use of huts for the purpose of this contract the General Manager shall decide in the first place whether the same shall be allowed, and, if so, whether such huts shall be provided by the General Manager. If provided by the General Manager, the contractor shall pay a monthly rental of Rs. 3 for the use of each hut. If provided by the contractor the huts shall not exceed 14 feet by 7 feet each and must be of a design approved by the General Manager. Such huts will be permitted to be placed at spots to be pointed out by the Goods Agent, Colombo, and the Officer in Charge, Maradana, Kelani Valley Goods Shed on the understanding that they may at any time be called upon to remove the same should the sites on which they are placed be required for other purposes. On the termination of the contract, the huts, if provided by the General Manager, shall be delivered over to the General Manager in all respects in as good condition as when handed to the contractor, ordinary fair wear and tear being allowed for. If the huts have been provided by the contractor they shall forthwith be removed and the sites made good to the satisfaction of the General Manager at the contractor's expense. In the event of the contractor failing to carry out these terms, the work will be done by the General Manager and the cost deducted from the contractor's security.

9. The Government will accept no responsibility for the safe custody of the contents of the huts.

10. The successful tenderer shall agree to subject himself and his servant to all reasonable orders of the General Manager, Traffic Manager, or the Goods Agent, or the Chief Goods Clerk, Kelani Valley Goods Shed.

11. The number of salesmen or other servants admitted to the Railway premises will be limited to four.

12. The successful tenderer will be required to keep his huts and surroundings in a clean and tidy condition, and remove all the refuse matter from the Railway premises each day.

13. The successful tenderer will be required to deposit as security for the good behaviour of himself and his servants and for ensuring compliance with all the conditions of the contract the sum of Rs. 150.

14. The tenderers should state the amounts they are prepared to pay in advance on the first day of each calendar month for the privilege. All other necessary information can be ascertained upon application at the office referred to in section 5.

15. The security should be furnished within ten days of acceptance of tenders being notified.

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

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

18. 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.

19. 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.

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

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

General Manager's Office,  
Colombo, April 16, 1921.

G. P. GREENE,  
General Manager.

**T**ENDERERS 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 platforms at Avissawella, Waga, Negombo, Opanake, and Kahawatta Railway Stations from October 1, 1921, to September 30, 1922, 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 Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

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

4. Tenders should be marked "Tender for selling Liquors, &c., at Avissawella or Waga or any of the other Railway Stations, as the case may be" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 24, 1921.

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. 250 for Avissawella, Rs. 100 each for Waga, Negombo, and Opanake, and Rs. 50 for Kahawatta 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 four.

12. That should the contractor require the use of a hut for the purpose of this contract, the General Manager shall decide in the first place whether the same shall be allowed, and if so, whether such hut shall be provided by the General Manager, or by the contractor. If provided by the General Manager the contractor shall pay a monthly rental of Rs. 3 for use of the same. If provided by the contractor, details of design, materials, &c., shall in the first instance be submitted by him to the General Manager for approval, prior to construction. The site for any such hut shall be selected by the General Manager, and sales therefrom shall only be permitted on the platform to passengers by train and not on the station frontage. On termination of this contract, the hut, if provided by the General Manager, shall be delivered over to the General Manager in all respects in as good condition as when handed to the contractor, ordinary fair wear and tear being allowed for. If the hut has been provided by the contractor it shall forthwith be removed and the site made good to the satisfaction of the General Manager, at the contractor's expense. In the event of the contractor failing to carry out these terms the work will be done by the General Manager and the cost deducted from the contractor's security.

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 passes on Railway will be issued in connection with this service.

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

17. 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.

18. 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.

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

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

General Manager's Office,  
Colombo, April 16, 1921.

G. P. GREENE,  
General Manager.

**T**ENDERS are hereby invited for the supply of double boiled linseed oil to the Railway Department for the period from October 1, 1921, to September 30, 1922.

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

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

4. Tenders should be marked "Tender for the Supply of double boiled linseed oil to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 17, 1921.

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. 25 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. 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. The successful tenderer must lodge a cash security of Rs. 1,000.

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

9. No tender will be considered unless in respect of it all the conditions herein laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

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. 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 his purpose they must be prepared to produce documentary or other evidence if called for.

12. The minimum quantity of double boiled linseed oil to be supplied during the above-mentioned period shall be 4,000 gallons and the maximum quantity 8,000 gallons.

13. Tenderers should state in the tender forms price per gallon for delivery to the General Manager of the Railway at Maradana or elsewhere within the gravets of Colombo in 5-gallons (noon-returnable) drums.

14. The contractor shall not assign or transfer the contract or any interest therein without the permission in writing of the General Manager of the Railway.

15. The price per gallon paid by the General Manager of the Railway shall include cost, insurance, and freight, and all other expenses up to delivery at Maradana or elsewhere within the gravets of Colombo.

16. Payments for the double boiled linseed oil will be made within 14 days of delivery.

17. Any payments for which the contractors may be liable shall be deducted by the General Manager of the Railway from any moneys which may be due to the contractors under the contract, provided that nothing in the contract shall affect the General Manager of the Railway's right to recover such payments by action at law.

18. Subject to the provisions of clause 19 below, if the contractors fail to supply double boiled linseed oil on the conditions laid down in the contract, or shall commit a breach of any of the covenants on the contractor's part to be observed and performed, then and in any of the said cases the General Manager of the Railway shall be at liberty, by notice in writing, to forthwith determine the contract, and thereupon the contractors shall be liable to pay to the General Manager of the Railway all costs and expenses incurred by reason of such failure to supply double boiled linseed oil or by such breach of covenant, and shall in addition be liable to forfeit the sum of Rs. 1,000, which must be deposited by the contractors as security for the due performance of the terms of the contract.

19. Should tenderers desire to claim exemption from any penalties laid down in this notice on the grounds of exceptional and unforeseen difficulties, such as the act of

God, &c., they must specify fully on the tender form the conditions under which they propose to claim exemption.

20. The decision of the General Manager of the Railway as to whether the contractors have been guilty of any breach of the covenants and conditions on the part of the contractors to be done, observed, and performed, and upon all questions arising out of or incidental to the contract, shall be deemed final and conclusive, and the contractors shall be bound thereby.

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

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

General Manager's Office,  
Colombo, April 12, 1921.

G. P. GREENE,  
General Manager.

**T**ENDERS are hereby invited for the privilege of selling fruits, &c., on the platforms to third class passengers at Polgahawela, from October 1, 1921, to September 30, 1922, from persons willing to tender for same.

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

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

4. Tenders should be marked "Tender for the privilege of selling Fruits, &c., at Polgahawela Railway Station" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 24, 1921.

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 a month's rent in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

9. Sales will not be allowed for the Night Mail Trains.

10. A maximum number of eight salesmen will be allowed for all platforms, but not more than four will be allowed to attend any one train.

11. The contract is on no account to be assigned or sublet.

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

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

14. Fines will be inflicted for delays in complying with orders.

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

16. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the 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.

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

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

General Manager's Office,  
Colombo, April 16, 1921.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for the supply of petrol to the Railway Department for the period of twelve months from October 1, 1921, to September 30, 1922.

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

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

4. Tenders should be marked "Tender for the Supply of Petrol to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 17, 1921.

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. 25 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. 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. The successful tenderer must lodge a cash security of Rs. 1,000.

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

9. No tender will be considered unless in respect of it all the conditions herein laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

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. 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.

12. The quantity of petrol to be supplied during the above-mentioned year shall be not less than 40,000 gallons or more than 80,000 gallons, at the discretion of the General Manager of the Railway.

13. The petrol to be supplied must be in accordance with the following specifications:—

(a) The spirit must be refined petroleum as nearly colourless as possible and free from water, acid, solid matter in suspension or solution, and free from any impurities whatsoever.

(b) The specific gravity of the spirit at 15° C must lie between 0.715 and 0.730 on distillation (in accordance with (c) below). It must yield 63 volumes per cent. of constituents boiling at and below 100° C and 90 volumes per cent. at and below 120° C (i.e., from the boiling point of the first fraction up to 100° C 63 volumes per cent. and from the boiling point of the first fraction up to 120° C 90 volumes per cent.),

(c) The distillation apparatus is to consist of an Engler globular flask 2½ in. in diameter, with a neck ¾ in. in diameter, the distance from the shoulder or top of the globular portion to the lateral exit tube for vapour being 2½ in. An accurate thermometer is to be inserted through a cork fitted into the mouth of the neck, its bulb being placed 1 in. below the exit tube (centre to centre) the lateral tubes for vapour is to be connected with a Leibig condenser, the tube of which is 24 in. in length, the distillate is to be collected in a 150 cubic centimetre glass measure. The rate of distillation is to be so regulated that the liquid falls from the condenser into the measure glass in drops as fast as possible short of a tremor. No sign of carbonaceous residue is to be left on distillation to dryness.

14. Tenderers should state in the tender forms separate prices per gallon for delivery to the General Manager of the Railway under the following conditions, viz.:—

(a) Delivery over ship's side in Colombo harbour.

(b) Delivery *ex* the contractor's store.

(c) Delivery at the Railway Stores as defined in paragraph 15 below.

In the case of (a) a Customs Clearance Certificate will be passed by the General Manager of the Railway and consequently the rate tendered must be exclusive of import duty. Rates tendered for (b) and (c) must include import duty.

15. The successful tenderer (hereinafter called "the contractors") shall undertake to provide at least six shipments of petrol during the continuance of the contract, whereby sufficient petrol may be delivered to the General Manager of the Railway over ship's side in Colombo harbour to enable the Railway petrol store to be kept properly stocked; and should the contractors fail to carry out this undertaking, they shall supply sufficient petrol from their own store as will enable the Railway petrol store to be kept properly stocked.

16. The petrol shall be delivered either in substantially constructed steel drums, or in hermetically sealed tins securely packed in strongly constructed wooden cases. In either case the receptacles must be so constructed and secured as to prevent any possibility of leakage or damage during transport by train, and the contractors must satisfy the General Manager of the Railway that they are so constructed and secured. The tenderers shall specify on the tender form whether they require the empty receptacles to be returned.

17. The General Manager of the Railway shall be at liberty to issue petrol to other Government Departments from stocks supplied by the contractors under the conditions of the contract.

18. The contractor shall not assign or transfer the contract or any interest therein without the permission in writing of the General Manager of the Railway.

19. The price per gallon paid by the General Manager of the Railway shall include cost, insurance, and freight, and all other expenses up to delivery either over ship's side *ex* contractor's store or at the Railway Stores, as the case may be, as defined in clause 15 above, and it shall also include the use of the receptacles in which the petrol is delivered. Should the contractors specify that the empty receptacles are to be returned to them, the General Manager of the Railway will undertake that they shall not be used for any other purpose, and that they will be returned as promptly as possible to the contractor.

20. Payments for the petrol will be made within 14 days of delivery.

21. If any of the petrol supplied is objected to by the Locomotive, Carriage, and Wagon Superintendent or the Railway Storekeeper as not being of the quality contracted for, or as being inferior in quality to the standard specification of petrol afore-mentioned (see clause 13), and if such objection be confirmed by the Government Analyst at the expense of the contractors, the General Manager of the Railway shall be at liberty to deduct from the price of such petrol such sums as he may consider justifiable by reason of the inferior quality of the petrol, or he may reject such petrol. Whenever any petrol is so rejected, the contractors shall, at their own cost and expense, forthwith remove such rejected petrol, and pending such removal the

petrol shall remain and be at the risk of the contractors, and the contractors shall, in addition to any other penalty, be liable to refund to the General Manager of the Railway the cost incurred in the handling of such rejected petrol, and the amount of the cost so incurred, when certified under the hand of the General Manager of the Railway, shall be deemed final and conclusive for the purpose of such refund.

22. Subject to the provisions of clause 25 below, if the contractors shall at any time fail to supply the petrol ordered or should any petrol supplied be rejected as provided for in clause 21 and be not promptly replaced by the contractors with petrol of an acceptable quality, the General Manager of the Railway shall be at liberty to purchase elsewhere, at whatever price he may deem fit, such quantity of petrol as the contractors may have failed to supply; and should the petrol so purchased by the General Manager of the Railway cost more than the price agreed upon in the contract, the contractors shall be liable to pay the General Manager of the Railway the full amount of such excess cost, together with all expenses attending the purchase and procuring of the same.

23. Any payments for which the contractors may be liable under the conditions of clauses 21 and 22 shall be deducted by the General Manager of the Railway from any moneys which may be due to the contractors under the contract, provided that nothing in the contract shall effect the General Manager of the Railway's right to recover such payments by action at law.

24. Subject to the provisions of clause 25 below, if the contractors fail to supply petrol on the conditions laid down in this notice or in the contract, or shall supply petrol inferior in quality to the standard specification of petrol afore-mentioned (see clause 13), or shall commit a breach of any of the covenants on the contractors' part to be observed and performed, then and in any of the said cases the General Manager of the Railway shall be at liberty, by notice in writing, to forthwith determine the contract, and thereon the contractors shall be liable to pay to the General Manager of the Railway all cost and expenses incurred by reason of such failure to supply petrol or by the supplying of petrol of inferior quality or by such breach of covenant, and shall in addition be liable to forfeit the sum of Rs. 1,000, which must be deposited by the contractors as security for the due performance of the terms of the contract.

25. Should tenderers desire to claim exemption from any penalties laid down in this notice on the grounds of exceptional and unforeseen difficulties, such as the act of God, &c., they must specify fully on the tender form the conditions under which they propose to claim exemption.

26. The decision of the General Manager of the Railway as to whether the contractors have been guilty of any breach of the covenants and conditions on the part of the contractors to be done, observed, and performed, and upon all questions arising out of or incidental to the contract, shall be deemed final and conclusive, and the contractors shall be bound thereby.

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

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

General Manager's Office,  
Colombo, April 12, 1921.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for making and supplying the under-mentioned articles from persons willing to contract for this service from October 1, 1921, to September 30, 1922:—

*For Workmanship only.*

To be made up from materials supplied by the Railway Storekeeper (needles and thread will not be supplied).

**All garments to be machine-stitched.**

*For Inspectors.*

Suits, fine serge, braided and lined with fixed shoulder straps, to measurement .. .. .	About	20
Suits, drill, with fixed shoulder straps, to measurement .. .. .	.. .. .	150
Shoulder straps made out of cord .. .. .	.. .. .	70 pairs

*For Station Masters, Relief Clerks, &c.*

Coats, fine serge, braided and lined with fixed shoulder straps, to measurement .. .. .	About	200
Coats, white drill, with fixed shoulder straps, to measurement .. .. .	.. .. .	750
Trousers, white drill, to measurement .. .. .	.. .. .	1,200

*For Guards, Gate Inspectors, and Car Attendants.*

Coats, fine serge, lined, to measurement .. .. .	About	150
Coats, coarse serge, plain, to measurement .. .. .	.. .. .	200
Suits, fine serge, plain, to measurement .. .. .	.. .. .	150
Suits, coarse serge, to measurement .. .. .	.. .. .	150
Trousers, fine serge, to measurement .. .. .	.. .. .	50
Trousers, coarse serge, to measurement .. .. .	.. .. .	100
Trousers, white drill, to measurement .. .. .	.. .. .	1,800
Cuffs and collars .. .. .	.. .. .	10 sets

*For Checkers.*

Coats, khaki drill, to measurement, with red epaulettes with the letters C. G. R. worked with black thread .. .. .	About	400
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*For Sergeants, Ticket Collectors, Ticket Examiners, &c.*

Suits, coarse serge, plain, to measurement .. .. .	About	300
Suits, fine serge, plain, to measurement .. .. .	.. .. .	50
Gold stripes .. .. .	.. .. .	25 sets

*For Porters, Policemen, Gatemen, &c.*

Suits, coarse serge, 4 standard sizes .. .. .	About	3,500
Coats, coarse serge, 4 standard sizes .. .. .	.. .. .	50
Shoulder straps, red .. .. .	.. .. .	700 pairs
Shoulder straps, green .. .. .	.. .. .	900 ..
Motor Chauffeur's khaki uniforms, complete, to measurement, buttons not required .. .. .	.. .. .	90
Motor Mail Service Conductors' khaki uniforms, with round khaki caps, buttons not required .. .. .	.. .. .	20
Motor Chauffeur's peaked caps, with spare covers, all materials to be supplied by the contractor .. .. .	.. .. .	2
Blue drill suits for carriage cleaners, &c. .. .. .	.. .. .	110
Khaki pigstickers, to sizes .. .. .	.. .. .	50
Khaki helmets, Wolseley pattern .. .. .	.. .. .	20
Peaked caps, Infantry pattern .. .. .	.. .. .	20
Boots, ammunition with toe caps, to measurement .. .. .	.. .. .	80 pairs

*For Messenger Boys.*

Drill slops .. .. .	About	100
Suits, coarse serge, ornamental, complete, including caps, to measurement, buttons not required .. .. .	.. .. .	60

*For Peons.*

Coats, coarse serge, to measurement .. .. .	About	100
Coats, khaki drill, to measurement .. .. .	.. .. .	200

*Miscellaneous.*

For stitching in red thread the words "Extra Porter No.,"\* "Outside Porter No.,"\* or "Goods Porter No.,"\* &c., on coarse serge or drill coat. Tender to be per letter or figure.

For stitching in red thread the words "Ticket Examiner," "Ticket Collector," &c., on cap: Tender to be per letter or figure.

\* Serial numbers from 1 onwards to appear here as may be ordered.

Notes.—(1) The above figures show approximate requirements for the period.

(2) All men to be measured at their respective stations, free passes for the purpose being provided by the Department as and when required.

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 Railway Clothing" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 24, 1921.

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. The tenderers should specify the rate at which each different description of uniform or article would, as shown above, be made up of materials supplied (exclusive of needles and thread) by the Railway Stores Department, according to the specification which can be seen at the office of the Railway Storekeeper.

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

8. The amount of security required will be Rs. 750. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

12. Fines will be inflicted for delays in complying with orders.

13. 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.

14. 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.

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

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

General Manager's Office,  
Colombo, April 12, 1921.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for the supply of bricks on the Northern Line of the Railway from persons willing to contract from October 1, 1921, to September 30, 1922, to be delivered at any railway station between Kurunegala and Kankasanturai, and to be as per under-mentioned specification, viz. :—

*Bricks.*—To be the best stock bricks, size 8½ in. by 4½ in. by 2½ in. ; sound, clean cut, hard, and well burned, of uniform size and shape.

Each tender must specify the rate per 1,000, stating clearly the minimum number of bricks which will be supplied weekly if on order. Samples of same must be forwarded to the General Manager of the Railway.

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

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

4. Tenders should be marked "Tender for the supply of Bricks on the Northern Line of the Railway" in the left

hand corner of the envelope, and should reach the office of the Controller of Revenue not later than midday on Tuesday, May 17, 1921.

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

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 1,000. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

12. Fines will be inflicted for delays in complying with orders.

13. 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.

14. 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.

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

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

General Manager's Office,  
Colombo, April 18, 1921.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1921, to September 30, 1922, for the use of the Public Works Department, in Central Province South, in the following districts, and delivered at the under-mentioned places, viz. :—

*Pussellawa District.*

At Public Works Department Yard, Pussellawa.  
At Public Works Department Yard, Gampola.

*Nuwara Eliya District.*

At Public Works Department Yard, Hawa Eliya.  
At Railway Station, Nuwara Eliya.

*Dimbulla District.*

At Public Works Department Yard, Dimbulla.  
At Railway Stations, Nawalapitiya and Talawakele.

*Dikoya District.*

At Public Works Department Yard, Norwood.  
At Railway Station, Hattor.

*List of Materials.*

Baskets, rattan, Madampe, 19 in. diameter top, 5 in. diameter bottom, 13 in. deep.

Baskets, rattan, saucer-shaped, 18 in. diameter by 6 in. deep of whole cane each.

*Note.*—In the case of baskets, the canes holding the brim to the body of the baskets should be turned down and inserted well into the weaving of the walls of the baskets.

Bricks, 9 in. by 4½ in. by 3 in. per 1,000 (Pussellawa, Dikoya, and Dimbulla districts only.)

Lime, slaked, well burnt and free from particles of stone, per bushel of 42 lb.

Lime, boiled, best, per bushel of 85 lb.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for supply of Materials, Public Works Department, Central Province South, 1921-22," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon, on May 10, 1921.

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

5. Samples of the articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Central Province South, Nuwara Eliya, not later than 12 noon on May 10, 1921.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the articles adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Central Province South, Nuwara Eliya, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in the tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Provincial Engineer, Central Province South, Nuwara Eliya, 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.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Central Province South, Nuwara Eliya.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

14. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

Public Works Office, M. JEFFERY,  
Colombo, April 16, 1921. for Director of Public Works.

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1921, to September 30, 1922, in the Central Province North, and delivered at the Public Works Department Yards at Kandy, Katugastota, Matale, and Nalanda:—

*List of Materials.*

Bricks, 9 in. by 4½ in. by 3 in., per 1,000.

Tiles, Kandyan, flat, 10 in. by 6 in. per 1,000.

Tiles, half-round, 15 in. long, per 1,000.

Lime, slaked, well burnt, and free from particles of stone, per bushel.

Lime, boiled, best, per bushel.

Sand, best, per bushel.

Charcoal, per cwt.

Bamboo, each.

Cadjans, double, 7 ft. long, per 100.

Straw, per 100 bundles local size.

Planks, halmilla, 2½ in., per square foot.

Planks, milla, 2¼ in., per square foot.

Half inch jak reepers, per 1,000 lineal ft.

Jak rafters, 4½ in. by 2 in., per lineal ft.

Firewood, per cwt. and per cubic yard.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and 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 by sent to him through the post.

4. Tenders must be marked "Tender for the supply of Materials, Public Works Department, Central Province North, 1921-22," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 10, 1921.

5. Samples of the articles to be tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Central Province North, Kandy, not later than 12 noon on May 10, 1921.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Persons tendering for local timber should note that it will only be obtained from the successful contractor on such occasions when it is found impracticable to obtain it through the Forest Department.

8. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Central Province North, Kandy, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

9. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, Central Province North, Kandy, 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 list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

10. Further information may be obtained on application at the Office of the Provincial Engineer, Central Province North, Kandy.

11. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

15. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

Public Works Office,  
Colombo, April 16, 1921.

M. JEFFERY,  
for Director of Public Works.

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1921, to September 30, 1922, for the use of the Public Works Department in the following districts:—

**GALLE DISTRICT:** Delivered within the Municipality of Galle.

**MATARA DISTRICT:** Delivered within the Local Board limits of Matara.

**HAMBANTOTA DISTRICT:** Delivered in the town of Hambantota.

*List of Materials.*

Bricks, slop, market size, per 1,000.  
 Bricks, paving, market size, per 1,000.  
 Cadjans, per 100.  
 Lime, slaked, per bushel of 42 lb.  
 Lime, boiled, per bushel of 92 lb.  
 Coir string, per cwt.  
 Gunny bags, each.  
 Tiles, half-round, 14 in., for roof slopes, per 1,000.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Southern Province, 1921-22," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 10, 1921.

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

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Southern Province, not later than 12 noon on May 10, 1921:—

Bricks, slop	Bricks, paving
Coir string	Tiles, half-round, 14 in.
Gunny bags	

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Southern Province, Galle, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, Southern Province, Galle, 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.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Southern Province, Galle.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

14. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

M. JEFFERY,  
 Public Works Office, for Director of Public Works.  
 Colombo, April 18, 1921.

**TENDERS** are hereby invited for the supply of the under-mentioned materials to be delivered at the Public Works Department Yards, Batticaloa, Kalmunai, and Trincomalee, from October 1, 1921, to September 30, 1922:—

Baskets, ola, not under 12 in. by 12 in. by 8 in., each.

Baskets, rattan, 15 in. diameter top, 4 in. diameter bottom, 8 in. deep, each. (The canes holding the brim to the body of the basket should be turned down and inserted well into the weaving of the walls of the basket.)

Bricks, kiln, 9 in. by 4½ in. by 3 in., per 1,000.

Lime, boiled, per bushel.

Lime, slaked and screened, per bushel.

Tiles, half-round, 10 in., 12 in., and 15 in., per 1,000.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Eastern Province, 1921-22," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 10, 1921.

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

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Eastern Province, Batticaloa, not later than 12 noon on May 10, 1921:—

Baskets, ola.	Bricks, kiln.
Baskets, rattan.	Tiles, half-round.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Tenders must be on forms which may be obtained at the office of the Provincial Engineer, Eastern Province, Batticaloa, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, Eastern Province, Batticaloa, 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.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Eastern Province, Batticaloa.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

14. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

M. JEFFERY,

Public Works Office, for Director of Public Works.  
Colombo, April 18, 1921.

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1921, to September 30, 1922, for the following districts:—

COLOMBO DISTRICT.

To be delivered within the district—

Firewood, in 2 ft. pieces, per cubic yard.  
Cadjans, per 1,000.  
Brick, local, 9 in. by 4 in. by 3 in., per 1,000.  
Lime, slaked, per bushel.  
Lime, boiled, per bushel.  
Tiles, half-round, per 1,000.  
Cabook, 18 in. by 8 in. by 6 in., per 1,000.  
Cabook, 14 in. by 7 in. by 6 in., per 1,000.  
Coconut pegs, 10 ft. by 8 in., per 1,000.

PANADURE DISTRICT.

To be delivered within the district—

Bricks, local, 9 in. by 4½ in. by 2½ in., per 1,000.  
Cabook, 18 in. by 9 in. by 6 in., per 1,000.  
Common planks, 2 in. thick, per square foot (mango or hora).  
Common planks, 1 in. thick, per square foot (mango or hora).

Baskets, rattan, 18 in. by 10½ in. by 5 in., per 100.  
Firewood, per cwt.  
Lime, boiled, best quality, per bushel.  
Lime, slaked, best quality, per bushel.  
Seasoned jak scantlings, per cubic foot.  
Seasoned jak planks, 1½ in. to 1½ in. thick, per square foot.  
Seasoned na or milla bridge planks, 6 in. by 4 in. in lengths not exceeding 13 ft. 6 in., per cubic foot.  
Tiles, half-round, per 1,000.

KALUTARA DISTRICT.

To be delivered at the Public Works Department Yard, Kalutara—

Bricks, local, 9 in. by 4½ in. by 2½ in., per 1,000.  
Coconut rafters, 4 in. by 2½ in., per 100 lineal feet.  
Lime, slaked, per bushel.  
Lime, boiled, per bushel.  
Planks, halmilla, 1 in., per 100 lineal feet.  
Planks, halmilla, 1¼ in., per 100 lineal feet.  
Planks, halmilla, 1½ in., per 100 lineal feet.  
Planks, halmilla, 2 in., per 100 lineal feet.  
Planks, jakwood, 1 in., per 100 lineal feet.  
Planks, jakwood, 1¼ in., per 100 lineal feet.  
Planks, jakwood, 1½ in., per 100 lineal feet.  
Planks, jakwood, 2 in., per 100 lineal feet.  
Planks, milla, 1 in., per 100 lineal feet.  
Planks, milla, 1¼ in., per 100 lineal feet.  
Planks, milla, 1½ in., per 100 lineal feet.  
Planks, milla, 2 in., per 100 lineal feet.  
Bridge planks, 12 ft. by 6 in. by 4 in., per cubic foot.  
Tiles, half-round, country, per 1,000.  
Mango planks, 1 in., per 100 square feet.  
Mango planks, 1¼ in., per 100 square feet.  
Mango planks, 2 in., per 100 square feet.  
Cadjans, per 100.  
Charcoal, per bushel.  
Hora piles, per cubic foot.  
Firewood, per cubic yard.

NEGOMBO DISTRICT.

To be delivered at the Public Works Department Yard, Negombo, and to Overseers at Katunayake, Ja-ela, Wattala, Kotugoda, Minuwangoda, Badalgama, Giri-ulla, Mirigama, Henaratgoda, Katana, Dunagaha, and Divulapitiya—

Cabook, 16 in. by 8 in. by 6 in., per 1,000.  
Bags, gunny, second quality, per 100.  
Bricks, local, 9 in. by 4 in. by 2½ in., per 1,000.

Cadjans, not less than 6 ft. long each, per 100.  
Charcoal, per cwt.  
Coconut slabs, 6 in. wide, per lineal foot.  
Coconut rafters, 4 in. by 2½ in., per lineal foot.  
Coir string, per cwt.  
Lime, slacked, per bushel.  
Lime, boiled, per tin.  
Planks, halmilla, 2 in., per square foot.  
Planks, halmilla, 2½ in., per square foot.  
Planks, milla, 2 in., per square foot.  
Planks, milla, 2½ in., per square foot.  
Planks, hora, 2 in., per square foot.  
Planks, jak, 2 in., per square foot.  
Planks, jak, 1½ in., per square foot.  
Planks, jak, 1 in., per square foot.  
Firewood of approved dry timber in lengths not more than 18 in. and in diameter not more than 6 in.  
Planks, mango, 1 in., per 100 square feet.  
Planks, mango, 2 in., per 100 square feet.  
Lunumidella ceiling boards tongued and grooved and planed one side 6 in. wide, per 100 square feet.  
Jak rafters, 4 in. by 2½ in., per lineal foot.  
Jak reepers, ½ in., per 1,000 lineal feet.  
Jak reepers, 1 in., per 1,000 lineal feet.  
Tiles, half-round, 14 in. long, per 100.  
Timber, jak, per cubic foot.  
Timber, mee, per cubic foot.  
Coconut shells, per 1,000.  
Coconut husks, per cwt.

To be delivered at Negombo Jail—

Madampe canes, 16 ft. in length, per 1,000.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Western Province, 1921-22," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 10, 1921.

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

5. Samples of the following articles tendered for are to be deposited at the Office of the Provincial Engineer, Western Province, Colombo, not later than 12 noon on May 10, 1921:—

Baskets, Madampe, rattan, 18 in. by 10½ in. by 5 in.  
Bricks, local, 9 in. by 4 in. by 3 in.  
Bricks, local, 9 in. by 4 in. by 2½ in.  
Bricks, local, 9 in. by 4½ in. by 2½ in.  
Tiles, half-round.  
Cabook, 18 in. by 8 in. by 6 in.  
Cabook, 14 in. by 7 in. by 6 in.  
Cabook, 18 in. by 9 in. by 6 in.  
Cabook, 16 in. by 8 in. by 6 in.

*Note.*—The canes holding the brim to the body of the baskets should be turned down and inserted well into the weaving of the walls of the baskets.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Persons tendering for local timber should note that it will only be obtained from the successful contractor on such occasions when it is found impracticable to obtain it through the Forest Department.

8. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Western Province, Colombo, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

9. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, Western Province, Colombo, 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.

10. Further information may be obtained on application at the Office of the Provincial Engineer, Western Province, Colombo.

11. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

15. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

Public Works Office, A. E. CALDICOTT,  
Colombo, April 19, 1921. for Director of Public Works.

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1921, to September 30, 1922, to be delivered at the places named below in the Province of Sabaragamuwa :—

*List of Materials.*

Bricks, slop, 9 in. by 4½ in. by 3 in., per 1,000.  
Charcoal, per bag.  
Lime, boiled, per bushel.  
Lime, slaked, per bushel.  
Tiles, 15 in. half-round, per 1,000.  
Cadjans not less than 6 ft. long, per 1,000.  
Firewood, in length of 3 ft. and not less than 2 in. in diameter, per cubic yard.  
*Pelmadulla District.*—Pelmadulla, Balangoda, Rakwana.  
*Ratnapura District.*—Ratnapura, Kuruwita.  
*Avissawella District.*—Avissawella, Karawanella, and Yatiyantota.

*Kegalla District.*—Kegalla, Ambanpitiya, and Aranayaka.  
2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Province of Sabaragamuwa, 1921-22," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 10, 1921.

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

5. Samples of the bricks and tiles tendered for are to be deposited at the office of the Provincial Engineer, Province of Sabaragamuwa, Ratnapura, not later than 12 noon on May 10, 1921.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for tender, and the description of the article adopted in his tender.

7. Tenders must be on forms which may be obtained at the office of the Provincial Engineer, Province of Sabaragamuwa, Ratnapura, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled, will be treated as informal and rejected.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing signed by the Provincial Engineer, Province of Sabaragamuwa, Ratnapura, 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.

9. Further information may be obtained on application at the office of the Provincial Engineer, Province of Sabaragamuwa, Ratnapura.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

12. This contract shall not be assigned or sublet without the authority of the Tender Board.

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

14. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

Public Works Department, A. E. CALDICOTT,  
Colombo, April 19, 1921. for Director of Public Works

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1921, to September 30, 1922, for the use of the Public Works Department in the following districts :—

*Kurunegala District.*

Within the town of Kurunegala.  
Within the departmental district of Kurunegala.

*Puttalam District.*

Within the town of Puttalam.  
Within the departmental district of Puttalam.

*Chilaw District.*

Within the town of Chilaw.  
Within the departmental district of Chilaw.

*Dandagamuwa District.*

Within the town of Dandugamuwa.  
Within the departmental district of Dandagamuwa.

*Maho District.*

Within the departmental district of Maho.

*List of Materials.*

Coir string, per cwt.  
Baskets, ola, each.  
Baskets, rattan, each (the canes holding the brim to the body of the basket should be turned down and inserted well into the weaving of the walls of the baskets.)  
Lime, boiled, per bushel.  
Lime, slaked, per bushel.  
Tiles, half-round, per 1,000.  
Bricks, kiln, per 1,000.  
Charcoal, per bushel.  
Cadjans, double, per 100.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, North-Western Province, 1921-22," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 10, 1921.

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

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial



Engineer, North-Western Province, not later than 12 noon on May 10, 1921 :—

Baskets, rattan.  
Baskets, ola.  
Coir string.

Bricks.  
Tiles, half-round.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, North-Western Province, Kurunegala, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, North-Western Province, Kurunegala, 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.

9. Further information may be obtained on application at the Office of the Provincial Engineer, North-Western Province, Kurunegala.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 150 for the due and faithful performance of the contract.

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

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

13. 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.

14. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

M. JEFFERY,

Public Works Office, for Director of Public Works.  
Colombo, April 18, 1921.

**TENDERS** are hereby invited for the supply of the best rice, milchar or kallunda, for the use of the Public Works Department, for a period of five months from June 1, 1921, to be delivered *ex* Granaries, Colombo.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for the Supply of Rice, Public Works Department, during 1921," in the left hand top corner of the envelope, and should reach the office of the Controller of Revenue not later than 12 noon on May 10, 1921.

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

5. Samples of rice, not less than a measure, should be deposited in sealed bottles at the Office of the Director of Public Works, Colombo, not later than 12 noon on May 10, 1921.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Director of Public Works, Colombo, and no tender will be considered, unless it is furnished on the recognized form thus obtained. Any alteration made in tenders should bear the initials of the tenderer, and all the tenders containing alterations not so initialled will be treated as informal and rejected.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Director of Public Works, Colombo, 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.

9. Further information may be obtained on application at the Office of the Director of Public Works, Colombo.

10. On the acceptance of a tender the successful tenderer will be required to sign a contract to make due delivery in accordance with the description and quality of rice tendered by him as samples and in the quantities that may be ordered by the Director of Public Works from time to time. Deliveries are to be made within ten days of receipt of order. He will also be required to deposit a sum of Rs. 1,000 for the due and faithful performance of the contract.

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

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

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

14. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

Public Works Office, M. JEFFERY,  
Colombo, April 18, 1921. for Director of Public Works.

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1921, to September 30, 1922, for the use of the Public Works Department in the following districts :—

Delivered at the Public Works Department Store, Anuradhapura.

Delivered at the Public Works Department Store, Mihintale.

Delivered at the Public Works Department Store, Maradankadawala (cadjans excepted, which are to be delivered at any point on a Public Works Department cart road in Maradankadawala district).

#### List of Materials.

Bricks, slop, 9 in. by 4½ in. by 3 in., per 1,000.

Lime, slaked, per bushel of 42 lb.

Lime, boiled, per bushel of 92 lb.

Tiles, half-round, 12 in., per 1,000.

Cadjans, double, 7 ft. long, per 100.

Straw, per 100 bundles.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, North-Central Province, 1921-22," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 10, 1921.

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

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, North-Central Province, Anuradhapura, not later than 12 noon on May 10, 1921 :—

Bricks, slop, 9 in. by 4½ in. by 3 in.

Tiles, half-round, 12 in.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, North-Central Province, Anuradhapura, and no tender will be considered

unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, North-Central Province, Anuradhapura, 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.

9. Further information may be obtained on application at the Office of the Provincial Engineer, North-Central Province, Anuradhapura.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 50 for each district for the due and faithful performance of the contract.

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

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

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

14. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

M. JEFFERY,

Public Works Office, for Director of Public Works.  
Colombo, April 18, 1921.

**SEALED** tenders for the dieting of students resident in the hostels of the School of Tropical Agriculture, Peradeniya, commencing from May 9, 1921, will be received by the Director of Agriculture up to 4 P.M. on April 30, 1921.

2. Particulars in regard to dieting are as follows:—

(1) Four meals as specified below served at—

Week Days.	Saturdays and Sundays.
6 A.M. ..	6.30 A.M.
11 A.M. ..	11.30 A.M.
3.30 P.M. ..	3 P.M.
7 P.M. ..	7.30 P.M.

Servants should be supplied by contractor, at least 1 cook, 1 cook's mate, 2 table and room servants for hostel.

Servants should be clean, honest, and well clothed. The hostel contains up to 40 resident students. Contractor should supply kerosine oil, firewood, and pay for washing of table linen and kitchen towels used, also pay for all losses and breakages, or replace same.

(2) Contractor will be supplied with all furniture, crockery, cutlery, cooking utensils, lamps, brooms, mops and brushes, disinfectant, and water carrier.

(3) Meals—

Morning tea, 6 A.M.—Tea with milk and sugar.  
Hoppers 3 cents.  
Jaggery (or sambal).  
Breakfast, 11 A.M.—Rice : beef curry (or fish or eggs for vegetarians).  
Dry fish fried (or Bombay onion or pappadam).  
Dhall or green gram.  
Two vegetables.  
Coconut soup or chilly broth.  
Tea, 3.30 P.M.—Tea with milk and sugar.  
Oil cakes or bread 3 cents.  
Plantains.

Dinner 7 P.M.—As for breakfast.

Fridays : Fish instead of meat, or eggs.

Sundays : Yellow rice at breakfast with curries to suit.  
Chilly sambal.

3. Tenderer should quote rate per head per calendar month, written both in words and figures.

4. There will be two months' vacation in the year when hostel will be closed.

5. Tenders may be revised at the close of each session, i.e., in September and March.

6. Agreement is liable to cancellation at any time for failure of contract, or unsatisfactory discharge of duties.

7. Contractor will sign, and be personally responsible for, all Government stores in hostel.

F. A. STOCKDALE,

Peradeniya, April 15, 1921. Director of Agriculture.

**TENDERS** are hereby invited for the under-mentioned supplies of firewood to the Railway Department from the Central Division. The work is to commence on May 15, 1921, and to be completed by March 31, 1922. Details of the work and areas to be exploited are given in the schedule below.

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

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

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

5. Tenders should be marked. "Tender for Railway Firewood, Central Division, 1921-22." for services A, B, or C, as the case may be, in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue, not later than midday on Tuesday, May 3, 1921.

6. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Nuwara-Eliya. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

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

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

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

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

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

12. Tenderers are required to initial a draft copy of the contract in the Office of the Assistant Conservator of Forests, Nuwara Eliya, before tendering, and to state in writing that they have inspected the demarcated blocks to be felled.

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

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

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

16. Separate rates per cubic yard of firewood delivered and per chain fencing posts and warichchies should be quoted written both in words and figures.

17. For any further information application should be made to the Assistant Conservator of Forests, Central Division, Nuwara Eliya.

SCHEDULE.

*Service A.—Pattipola Section.*

(Reforestation Area.)

(a) To fell all trees, unless otherwise required, standing in one demarcated block 80 chains in length and 7 chains in width, in extent approximately 56 acres.

(b) Excepting enumerated trees, all felled trees, together with every other fallen tree whatsoever, to be split and converted into firewood so as to yield 12,000 cubic yards (more or less). Each piece of wood to be 3 feet in length and of 2 inches minimum diameter. Billets over 9 inches diameter should be split. All wood over 12 inches in girth to be billeted in 3 feet lengths by hand saw or crosscut saw only. All felling and all splitting of logs to be completed by February 15, 1922.

(c) All firewood immediately after conversion to be stacked alongside the railway at the minimum rate of 1,100 cubic yards per month. This work to be completed by February 28, 1922.

(d) Firewood to be delivered to Specials between Pattipola and Ambawela at the rate of 1,000 cubic yards per month, unless otherwise required, final delivery to be made on the last Sunday in March, 1922.

(e) All enumerated trees after felling to be cut into sizes 9 inches longer than standard Public Works Department lengths, and these logs to be removed outside the block to a place to be pointed out by a Forest Officer. Any remaining wood from these enumerated trees to be converted into firewood.

(f) To supply sufficient posts 8 feet long and 6 inches minimum diameter and warichchies 7 feet long and 1 inch minimum diameter at the rate of 11 posts and 500 warichchies per chain of the fencing required.

(g) Fellings are to be regulated by the Assistant Conservator of Forests, Central Division, Nuwara Eliya.

*Service B.—Conical Hill Section.*

Vicinity: 131st milepost (reforestation area).

(a) To fell all trees, unless otherwise required, standing in two demarcated blocks adjoining the 1920 and 1921 blocks, 50 chains by 10 chains and 20 chains by 10 chains respectively, in extent approximately 70 acres.

(b) Excepting enumerated trees, all felled trees, together with every other fallen trees whatsoever, to be split and converted into firewood so as to yield 12,000 cubic yards (more or less). Each piece of wood to be 3 feet in length and of 2 inches minimum diameter. Billets over 9 inches diameter should be split. All wood over 12 inches in girth to be billeted in 3 feet lengths by hand saw or crosscut saw only. All felling and all splitting of logs to be completed by February 15, 1922.

(c) All firewood immediately after conversion to be stacked alongside the railway at the minimum rate of 1,100 cubic yards per month. This work to be completed by February 28, 1922.

(d) Firewood to be delivered to Specials between 132nd and 134th mileposts at the rate of 1,000 cubic yards per month, unless otherwise required. Final delivery to be made on the last Sunday in March, 1922.

(e) All enumerated trees after felling to be cut into sizes 9 inches longer than standard Public Works Department lengths, and these logs to be removed outside the block to a place to be pointed out by a Forest Officer. Any remaining wood from these enumerated trees to be converted into firewood.

(f) To supply sufficient posts 8 feet long and 6 inches minimum diameter and warichchies 7 feet long and 1 inch minimum diameter at the rate of 11 posts and 500 warichchies per chain of the fencing required.

(g) Fellings are to be regulated by the Assistant Conservator of Forests, Central Division, Nuwara Eliya.

*Service C.—Ambewela Section.*

(Re-forestation Area.)

(a) To fell all trees, unless otherwise required standing in two demarcated blocks, 40 chains by 12 chains and 22 chains by 20 chains respectively, in extent approximately 90 acres.

(b) Excepting enumerated trees, all felled trees, together with every other fallen tree whatsoever, to be split and converted into firewood so as to yield 12,000 cubic yards (more or less). Each piece of wood to be 3 feet in length and of 2 inches minimum diameter. Billets over 9 inches diameter should be split. All wood over 12 inches in girth to be billeted in 3 feet lengths by hand saw or crosscut saw only. All felling and all splitting of logs to be completed by February 15, 1922.

(c) All firewood immediately after conversion to be stacked alongside the railway at the minimum rate of 1,100 cubic yards per month. This work to be completed by February 28, 1922.

(d) Firewood to be delivered to Specials to the railway at the rate of 1,000 cubic yards per month, unless otherwise required. Final delivery to be made on the last Sunday in March, 1922.

(e) All enumerated trees after felling to be cut into sizes 9 inches longer than standard Public Works Department lengths, and these logs to be removed outside the block to a place to be pointed out by a Forest Officer. Any remaining wood from these enumerated trees to be converted into firewood.

(f) To supply sufficient posts, 8 feet long and 6 inches minimum diameter, and warichchies, 7 feet long and 1 inch minimum diameter, at the rate of 11 posts and 500 warichchies per chain of the fencing required.

(g) Fellings are to be regulated by the Assistant Conservator of Forests, Central Division, Nuwara Eliya.

H. F. TOMALIN,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, April 18, 1921.

TENDERS are hereby invited for the erection of 45 detached dwelling houses for Colonists at the Government Nachchaduwa Colony in the North-Central Province.

2. The tender should be enclosed in a sealed envelope, on the left hand corner of which must be written the words "Tender for Erecting Colonists' Houses at Nachchaduwa," and should be sent to the Government Agent, North-Central Province, Anuradhapura, so that he may receive it before 12 noon on April 29, 1921.

3. The intending tenderer should before sending his tender to the Government Agent, North-Central Province, Anuradhapura, deposit a sum of Rs. 50 at any Kacheheri under the head of "Tender forms" and should annex to his tender the receipt obtained for the deposit of this sum.

4. This sum of Rs. 50 will be held by the Government Agent, North Central Province, Anuradhapura, as a security for the tenderer's entry into a contract with him in the event of his tender being accepted, and will be confiscated if he fails to enter into a contract within a reasonable time of his tender being accepted.

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

6. The work should be completed by June 30, 1921.

7. Further particulars may be obtained from the Government Agent, North-Central Province, Anuradhapura.

*Description of work to be done.*

Each building should consist of a hall 10 ft. by 10 ft., with two rooms of the same dimensions on either side of it and a verandah 5 ft. wide right along the three rooms.

The roof of the building to be of timber to be cut free in the land and to be thatched with cadjan. The walls to be of wattle and daub and should be plastered smoothly. Floor to be of 18 in. high, well rammed and cow dunged.

The plan of the houses can be seen at this Kacheheri on any working day between the hours of 10 A.M. and 4.30 P.M.

Anuradhapura, Kacheheri,  
April 8, 1921.

CARL E. ARNDT,  
for Government Agent.

## SALES OF UNSERVICEABLE ARTICLES, &amp;c.

NOTICE is hereby given that the private property of long-sentenced prisoners and unclaimed property of deceased prisoners will be sold by public auction at Chilaw Jail premises, at noon, on April 30, 1921 :—

8 sarongs	2 studs
7 handkerchiefs	1 umbrella
1 shirt	1 betel bag
2 rags	1 cap
1 coat	1 amulet
6 banians	1 cloth
3 belts	

Chilaw Jail, April 12, 1921.

L. L. HUNTER,  
Superintendent.

Welikada Jail, will be sold by public auction at the Welikada Jail premises at 11 A.M., on Wednesday, April 27, 1921.

42 sarongs	2 neck ties
29 clothes	3 shop studs
9 coats	1 white metal coat button
5 shirts	4 iron keys
21 banians	1 white metal earpick
1 waistcoat	1 German silver watch
22 belts	1 yellow metal chain
21 handkerchiefs	1 yellow metal ring set with a stone
1 pair trousers	2 white metal amulets
1 pair boots	3 German silver buttons
1 pair shoes	1 white metal stud
2 pairs socks	1 white metal ring
1 muffler	1 German silver waistchain
3 towels	1 small comb
1 felt hat	1 crooked comb
1 collar	

Welikada Jail,  
April 18, 1921.

A. DE WILTON, Major,  
Inspector-General of Prisons.

NOTICE is hereby given that the under-mentioned private property of long-sentenced prisoners of the

## VITAL STATISTICS.

## Registrar-General's Health Report of the City of Colombo for the Week ended April 16, 1921.

**Births.**—The total births registered in the city of Colombo in the week were 86 (4 Burglers, 54 Sinhalese, 7 Tamils, 16 Moors, 2 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1921, viz., 300,171) was 14·9, as against 23·3 in the preceding week, 19·0 in the corresponding week of last year, and 24·5 the weekly average for last year.

**Deaths.**—The total deaths registered were 191 (4 Europeans, 9 Burghers, 89 Sinhalese, 44 Tamils, 32 Moors, 5 Malays, and 8 Others). The death-rate per 1,000 per annum was 33·2, as against 28·7 in the previous week, 24·2 in the corresponding week of last year, and 27·5 the weekly average for last year.

**Infantile Deaths.**—Of the 191 total deaths, 44 were of infants under one year of age, as against 34 in the preceding week, 30 in the corresponding week of the previous year, and 33 the average for last year.

**Stillbirths.**—The number of stillbirths registered during the week was 13.

**Principal Causes of Death.**—1. (a) Seventeen deaths from *Pneumonia* were registered, 4 each in St. Paul's, Kotahena, and Maradana, 3 in Slave Island, and 1 each in New Bazaar and Kollupitiya, as against 22 in the previous week and 20 the weekly average for last year.

(b) Eight deaths from *Bronchitis* were registered, 4 in Maradana, 3 in St. Paul's, and 1 in Kotahena, as against 3 in the previous week.

(c) Four deaths from *Influenza* were registered, 1 each in San Sabastian, Kotahena, Maradana, and Kollupitiya, as against 3 in the previous week and 6 the weekly average for last year.

2. Seventeen deaths from *Phthisis* were registered, 6 in Maradana (including 2 deaths of non-residents in hospitals), 4 in Kotahena, 2 each in San Sebastian and Kollupitiya, and 1 each in St. Paul's, Slave Island, and Wellawatta, as against 12 in the previous week and 14 the weekly average for last year.

3. Ten deaths from *Enteric Fever* were registered, 4 in Maradana, 2 in Slave Island, and 1 each in San Sebastian, St. Paul's, Kotahena, and New Bazaar, as against 9 in the previous week and 6 the weekly average for last year.

4. One death from *Plague* was registered at Wellawatta, same as in the previous week. The weekly average for last year was 3.

5. Eighteen deaths were registered from *Infantile Convulsions*, 18 from *Debility*, 12 from *Worms*, 10 from *Dysentery*, 9 from *Enteritis*, 2 from *Diarrhoea*, 1 from *Chickenpox*, and 64 from *Other Causes*.

6. Sixty-eight cases of *Chickenpox*, 9 of *Enteric Fever*, 6 of *Measles*, and 3 of *Plague* were reported during the week, as against 19, 16, 9, and 1, respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 81·5°, against 81·0° in the preceding week and 81·8° in the corresponding week of the previous year. The mean atmospheric pressure was 29·989 in., against 29·934 in. in the preceding week and 29·937 in. in the corresponding week of the previous year. The total rainfall in the week was 1·60 in., against 1·53 in. in the preceding week and 2·73 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, April 19, 1921.

FRED. L. ANTHONISZ,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF C. A. HUTSON &amp; COMPANY, LIMITED.

1. The name of the Company is "C. A. HUTSON & COMPANY, LIMITED.
2. The registered office of the Company will be situated in Colombo, Ceylon.
3. The objects for which the Company is established are—
  - (a) To acquire and take over as a going concern the business or businesses, assets, and liabilities of William Ferber Hutson and Charles Arthur Hutson, carrying on business as C. A. Hutson & Company, and to purchase or otherwise acquire all the leasehold premises, goodwill, plant, machinery, and stock in trade of, or connected with, the business of the said William Ferber Hutson and Charles Arthur Hutson, trading as C. A. Hutson & Company.
  - (b) To carry on the trade or business of engineers, founders, smiths, machinists, manufacturers, electricians, mechanical engineers, marine engineers and manufacturers, workers and dealers in which the application of electricity or any light power or any power that can be used as a substitute therefor, is or may be useful, convenient, or ornamental, or any other business of a like nature.
  - (c) To purchase or otherwise acquire any land, houses, offices, workshops, buildings and premises, and any fixed or movable machinery, tools, engines, boilers, plant, implements, patterns, stock in trade patents and patent rights convenient to be used in or about the trade or business of engineers, founders, smiths, and machinists.
  - (d) To enter into any contracts in relation to and to erect, construct, maintain, alter, repair, pull down and restore, either jointly or alone with any other persons or companies work of all description, including wharves, docks, piers, railways, tramways, waterways, roads, bridges, warehouses, factories, mills, residential buildings, offices, stores, engines, machinery, ships and vessels of every description, gasworks, electric works, drainage and sewage works, and water works, and buildings of every description.
  - (e) To acquire the right to use or manufacture or put up telephones, telegraphs, dynamos, accumulators, lamps, and all apparatus now known or that may hereafter be invented connected with the generation, accumulation, distribution, supply and employment of electricity, or any power that can be used as a substitute therefor, including all cables, wires or appliances for connecting apparatus, at a distance with other apparatus and including the formation of exchanges or centres.
  - (f) To purchase, charter, hire, build, or otherwise acquire steam or other ships or vessels, steam launches, flats, barges and cargo boats, with all equipments and furniture and to employ the same in the conveyance of passengers, mails, live stock, grain, and other agricultural produce and treasure, and also of goods and merchandize of every description and specie, 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 steam 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.
  - (g) To carry on the business of shipbuilders and shipowners in all its branches, and the business of landing and shipping, contracts and carriers by rail or otherwise on land and water, warehousemen and wharfingers, and to sell, let, charter, or otherwise dispose of the vessels and other property of the Company, and to carry on the business of underwriters or insurers of ships goods or merchandise or other property.
  - (h) To search for, work, get, raise, convert, refine, crush, smelt, buy, sell, dispose of, and deal in plumbago, oil, coalcoke, and ores and minerals of every kind, bricks, tiles, pipes, and to establish work and carry on any mines, quarries, oil wells, mining rights, and brickfields.
  - (i) To advance, deposit or lend money, securities, and property to or with such persons and on such terms as may seem expedient, to discount, buy, sell, and deal in bills, notes, warrants, coupons, and other negotiable or transferable securities or documents.
  - (j) To subscribe for, conditionally or unconditionally, to underwrite, issue on commission or otherwise take, hold, deal in, and convert stock and shares in any company in which the liability of the members shall be limited to the amount of their shares or stock and securities of all kinds, and to enter into partnership or into any agreement for sharing profits, union of interest, reciprocal concession or co-operation with any personal partnership or company, and to promote and aid in promoting, constitute, form or organize companies, syndicates, or partnerships of all kinds for the purpose of acquiring and undertaking any property and liabilities of this Company, or of advancing directly or indirectly the objects thereof, or for any other purpose which the Company may think expedient.
  - (k) To construct, execute, carry out, equip, improve, work, develop, administer, manage, or control, in Ceylon and elsewhere, public works and conveniences of all kinds, which expression in this Memorandum includes railways, tramways, docks, harbours, piers, wharves, canals, reservoirs, embankments, irrigations, reclamations, improvements, sewage, drainage, sanitary, water, gas, electric light, telephonic, telegraphic, and power supply works and hotel, warehouses, markets, and public buildings and all other works or conveniences of public utility.
  - (l) To purchase or by other means acquire and protect, prolong, and renew in Ceylon or elsewhere any patents, patent rights, *brevets d'invention*, licenses, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licenses or privileges in respect of the same, and in improving or seeking to improve any patents, inventions, or rights which the Company may at any time acquire or propose to acquire.
  - (m) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the business which this Company is authorized to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any agreement with any other company or individual for sharing profits or for co-operation or for limited competition, or for mutual assistance with any such person, firm, or company.
  - (n) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital.



- (o) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (p) To enter into any agreements with any Governments or authorities (supreme, municipal, local, or otherwise), or any corporation, companies, or persons that seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (q) To prospect, examine, and explore any territories and places in Ceylon and elsewhere, and to employ and equip expeditions, commissions, experts, and other agents.
- (r) To act as agents, attorneys, brokers, or trustees for any persons, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, attorneys, brokers, sub-contractors, or others.
- (s) To remunerate any person, firm, or company rendering service to the Company, whether by cash payment or by the allotment to him or them of shares, debentures, debenture stocks, or securities of the Company, credited as paid up in full or in part or otherwise.
- (t) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stocks, or securities of this Company.
- (u) To support and subscribe to any exhibition or benevolent, charitable, or public object, and to establish, support, and aid any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business, to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such person, to make payments towards insurance, and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (v) To sell, lease, exchange, let on hire, or otherwise dispose of the whole or any part of the undertaking of the Company, and all or any real or personal property, concessions, rights, privileges, or easements for the time being held by or on behalf of the Company, either together or in portion, for such considerations as the Company may think fit.
- (w) To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures, debenture stock, or securities of other companies belonging to this Company, or of which this Company may have the power of disposing.
- (x) To pay for any real or personal property or assets of any kind which may at any time be acquired by the Company or for any services which may at any time be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, either in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another or in any other way with power to issue any shares either fully or partially paid up for such purpose.
- (y) To accept as consideration for the sale or disposal of any real or personal property or assets of any kind which may at any time be sold or disposed of by the Company, or in discharge of any other consideration to be received by the Company, either money or the shares (whether wholly or partially paid up), of any company in Ceylon, India, Great Britain, or abroad, or the mortgages, debentures, or obligations of any company or person partly one and partly another.
- (z) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.

5. The nominal capital of the Company is Rupees One million Five hundred thousand, divided into Five thousand cumulative preference shares of One hundred Rupees each, and One hundred thousand ordinary 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 hereunto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:—

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
WM. F. HUTSON, Colombo .. .. .	One
C. A. HUTSON, Colombo .. .. .	One
J. R. HUTSON, Colombo .. .. .	One
R. G. SHIPTON, Colombo .. .. .	One
ARTHUR ALVIS, Colombo .. .. .	One
C. KEY, Colombo .. .. .	One
W. H. BROWN, Colombo .. .. .	One
	Seven

Witness to the signatures of the above-named parties on this Fourteenth day of March, One thousand Nine hundred and Twenty-one:

F. W. DE VOS,  
Proctor, Supreme Court.

## ARTICLES OF ASSOCIATION OF C. A. HUTSON &amp; COMPANY, LIMITED.

## PRELIMINARY.

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

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

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

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

The "Company" means "C. A. Hutson & Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

"Month" shall mean calendar month.

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

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

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

"Dividend" includes bonus.

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

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

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

Words importing individuals shall include corporation.

3. The basis on which the Company is established is that the Company shall forthwith purchase and acquire from William Ferber Hutson and Charles Arthur Hutson as on and from the first day of March One thousand Nine hundred and Twenty-one, their business or trade of Engineers, Founders, Machinists carried on by them at Colombo under the name, style, and firm of C. A. Hutson & Company, and the goodwill thereof, and the leasehold premises owned by them in connection with the said trade or business and all the plant, machinery, and stock in trade of or connected with the said trade or business. Accordingly no objection shall be made by the Company or any member or creditor or liquidator thereof upon the ground that the vendors are to be the first Directors of the Company, or as vendors, promoters, agents, or otherwise, stand in a fiduciary position towards the Company, or that there is in the circumstances no independent board of the Company, and any Director of the Company who is interested shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said purchase and acquisition, and the said purchase and acquisition shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in anywise connected therewith, and every member of the Company, present and future, shall be deemed to have full notice of the contents of this Article and to sanction the same and to agree to be bound hereby, and to join the Company on the basis aforesaid.

## SHARES.

4. The nominal capital of the Company is Rupees One million Five hundred thousand, divided into Five thousand (5,000) cumulative preference shares of One hundred Rupees (Rs. 100) each and One hundred thousand ordinary shares of Ten Rupees (Rs. 10) each; and the said preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of eight per cent. per annum on the capital for the time being paid up or credited as paid up thereon and the right in a winding up to payment off of capital and arrears of dividend (whether declared or undeclared at the commencement of the winding up) in priority to the ordinary shares, but shall not confer any further right to participate in profits or assets.

5. The shares taken by the subscribers to the Memorandum of Association and all shares which the said William Ferber Hutson and Charles Arthur Hutson shall by agreement between themselves apply for in addition to those which they have agreed to take as subscribers to the Memorandum of Association and all shares which the said William Ferber Hutson and Charles Arthur Hutson may by agreement between themselves decide to issue to the subscribers to the Memorandum of Association other than themselves, in addition to those which such subscribers to the Memorandum of Association have agreed to take as such subscribers shall be duly issued by the Directors. No further shares shall be issued without the authority of the Company in General Meeting. Subject to any direction to the contrary which may be given by the meeting which authorizes the issue of further shares, the further shares to be issued shall be offered to the members in proportion to the existing shares held by them and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting the time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may allot or otherwise dispose of the same to such persons and upon such terms as they think fit. The Directors 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.

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

7. 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.

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

9. 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.

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

11. 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 shares, 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 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 Shareholder, the Shareholder whose name stands first in 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.

12. 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.

13. 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 shares.

14. 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.

15. 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.

16. 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.

17. Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the holders of ordinary shares in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after 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.

18. Except so far as other wise 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.

19. 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.

20. 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.

21. The certificate of shares shall be issued under the Seal of the Company.

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

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

#### TRANSFER OF SHARES.

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

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

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

27. The Company in General Meeting may make and from time to time vary rules as to the mode in which any share specified in any transfer notice given to the Company as aforesaid shall be offered to the members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined by extraordinary resolution of the Company, the share specified in the transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the life Directors hereinafter named or to such other Director or Directors that may be appointed and such offer shall be made to them collectively and individually, but so that in the case of competition they shall rank for acceptance *pari passu* in proportion to the shares held by them respectively, and so that if any shares cannot be so apportioned such shares shall be offered to them in order determined by lot, and each of the life Directors or such ordinary Director or Directors hereinafter named shall cause lots to be drawn accordingly. Any shares not taken up by the life Directors and the Director or Directors hereinafter named within 90 days shall be offered by the Company to any person selected by the life Directors hereinafter named whom they may deem it desirable in the interest of the Company to admit to membership. Subject as aforesaid, the shares shall be offered by the Company to the members other than the proposing transferor, as nearly as may be in

proportion to the existing shares held by them respectively. The offer whether to a person selected as aforesaid or to a member shall, in each case, limit the time (not exceeding 90 days) within which the same, if not accepted, will be deemed to be declined, and may notify to the members that any member who desires an allotment of shares in excess of his proportion, should in his reply state how many excess shares he desires to have, and if all members do not claim their proportions, the unclaimed shares shall be used for satisfying the claims in excess. If any shares shall not be capable, without fractions, of being offered to the members in proportion to their existing holdings, the same shall be offered to the members or some of them, in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

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

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

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

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

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

33. The Directors may refuse to register any transfer of shares (a) where the Company has a lien on the shares, or (b) where the Directors are not of an opinion that it is desirable to admit the proposed transferee to membership. But paragraph (b) of this Article shall not apply where the proposed transferee is already a member, nor to a transfer made pursuant to Article 32 hereof.

34. The holders for the time being of nine-tenths of the issued capital may at any time serve the Company with a requisition to enforce the transfer of any particular shares not held by the requisitionists. The Company shall forthwith give to the holder of such shares notice in writing of the requisition (with a copy of this Article subjoined), and unless within 14 days afterwards the holder shall give to the Company a transfer notice in respect of his shares in accordance with Article 26 hereof, he shall be deemed at the expiration of that period to have actually given such notice, and to have specified therein the amount of capital paid up on the shares as the sum he fixes as the fair value for the purposes of this Article, any person entitled under Article 38 or otherwise to transfer shall be deemed the holder of such share.

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

36. No transfers shall be made to a minor or person of unsound mind.

37. The register may be closed during such time as the Board think fit not exceeding the whole 21 days in any one year.

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

(a) If the shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder, or his executors or administrators, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

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

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

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

44. A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts herein 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.

45. 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 42 hereof shall be redeemable after sale or disposal.

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

47. 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 to him.

48. The nett proceeds of any such sale as aforesaid under the Provisions of Articles 42 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.

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

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

#### PREFERENCE SHARES.

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

51. If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes:—

- (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 to the abandonment of any preference or priority, or 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.

52. 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 affected without it.

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

(b) A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of Directors or by resolution in writing in terms of Article 127.



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

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

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

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

#### MEETINGS.

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

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

62. 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.

63. Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company, and may consist of several documents in like form, each signed by one or more of the requisitionists. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within twenty-one days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

64. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Board shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and if thought fit of confirming it as a special resolution, and if the Board do not convene the meeting within seven days from the date of passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.

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

66. Any holder of an ordinary share 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.

67. Seven days' notice, specifying the time and place of a meeting, and specifying also, in the case of any special business, the general nature of the business to be transacted thereat, shall be given by the Secretary, or other officer of the Company, or any other person appointed by the Board to do so, to such members as are entitled to receive notices from the Company, provided that, with the consent in writing of all the holders of ordinary shares, a meeting may be convened by a shorter notice and in any manner they think fit. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

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

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

70. 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.

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

72. 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.

73. 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, or shall retire from 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.

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

75. 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.

76. 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.

77. 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 which he may be entitled as a Shareholder and proxy and attorney, and unless a poll be immediately demanded in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

78. 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.

79. If at any meeting a poll be demanded by notice in writing signed by some Shareholders 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 manner 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 be deemed to be the resolution of the Company in such meeting.

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

81. On a show of hands every holder of an ordinary share or ordinary shares present in person shall have one vote only. In case of a poll every holder of an ordinary share or ordinary shares present in person or by proxy or attorney shall have one vote for every ordinary share held by him. Preference Shareholders shall not be entitled to be present at or to vote at any meeting of the Company. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him, but no such resolution shall be deemed to be carried unless passed by three fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy or by attorney at any meeting, of which notice specifying the intention to propose such resolution has been duly given.

82. 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 share 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.

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

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

85. 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.

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

87. The instrument appointing a proxy with the letter or power of attorney under which it may be signed shall be deposited at the registered office of the Company not less than twenty-four hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

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

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

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

88. 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.

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

#### DIRECTORS.

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

91. The said William Ferber Hutson and Charles Arthur Hutson, who are herein referred to as the life Directors, and Reginald George Shipton, who and any other Directors are herein referred to (as Ordinary Directors) shall be the first Directors of the Company.

92. The said William Ferber Hutson and Charles Arthur Hutson shall both be entitled to hold office so long as they respectively hold shares of the Company of any class of the nominal value of Rupees Two hundred and Fifty thousand, and in the event of one of them vacating office by death, resignation, or otherwise the other shall be the sole life Director.

93. The said William Ferber Hutson and Charles Arthur Hutson, whilst holding office as life Directors, and after one of them vacates the office of life Director, the other whilst holding office as life Director, shall have full control of the business of the Company, and they or the survivor of them shall have power to appoint and remove any other Director

or Directors, and may appoint any person in addition to any existing Directors, and may from time to time appoint, define, limit, and restrict the powers and duties and fix the qualification and remuneration of any other Directors, and may remove any Director howsoever appointed, and may at any time convene a General Meeting of the Company.

94. So long as the said William Ferber Hutson and Charles Arthur Hutson or one of them shall be life Directors or life Director of the Company no other Director or Directors of the Company shall be appointed without the consent of such life Directors or Director.

95. In case either the said William Ferber Hutson and Charles Arthur Hutson shall cease to hold shares of the Company of any class of the nominal value of Rs. 250,000 respectively, he shall thereupon be deemed to be elected to office as an Ordinary Director, unless under Article 92 he becomes the sole life Director.

96. When both the said William Ferber Hutson and Charles Arthur Hutson shall cease to be life Directors then and from thenceforth the ordinary Directors shall have power from time to time to appoint any other persons to be Directors, but so that the total number of Directors shall not any time exceed the maximum fixed as above.

97. The qualifications of a Director (other than a life Director) shall be the holding in his own right alone of shares of the Company of any class to a nominal value of Rs. 5,000.

98. The remuneration of life Directors shall be such sum as, subject to any agreement, the Company may determine, the remuneration of the other members of the Board may be fixed from time to time by the Company in General Meeting. The Directors shall be paid all travelling and hotel expenses to which they shall be put in connection with the Company's business.

99. Each of the ordinary Directors shall devote the whole of his time and attention to the business of the Company, but the said William Ferber Hutson and Charles Arthur Hutson shall not be bound to devote more time and attention to the Company than they respectively may think fit.

100. Any casual vacancy occurring among the Directors may be filled up by the Company in General Meeting, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed the remaining Director (unless he be the life Director) shall not commit the Company to any new business so long as the number is below the minimum.

101. The office of a Director shall be vacated—

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

Provided that sub-clauses *a, b, c, d, e,* and *f* of this Article shall not apply to a life Director, and sub-clause (e) shall apply only to a life Director so long as he shall be incapacitated by unsound mind, and on his ceasing to be so incapacitated he shall *ipso facto* be restored to his office of life Director. Until an entry of the vacating of office by the Director under one of the sections of this Article shall be entered in the minutes of the Board of Directors, his acts as a Director shall be effectual.

102. A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager, agent, broker, or otherwise, and no such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company with any person, firm, or company of or in which any Director shall be in any way interested shall be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest, if his interest then exists, or in any other case at the first Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, but this prohibition shall not apply to the purchase and acquisition referred to in Article 3 of these presents, or to any other agreements in connection therewith or to any modification thereof, or to any matters arising thereout, or to any contract by or on behalf of the Company to give to the Directors or any of them security by way of indemnity or of security for advances or to a settlement or set off of cross claims, and it may at any time or times be suspended or relaxed by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transactions with such firm or company, shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

#### POWERS OF THE BOARD.

103. Subject to the provisions hereinbefore contained as to life Directors and subject to any agreement to the contrary, the business of the Company shall be managed by the Board, who may exercise all such powers of the Company, and do on behalf of the Company all such acts as are within the scope of the Memorandum and Articles of Association of the Company, and as are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to any regulations of these presents, to the provisions of the Ordinances and to such regulations, being not inconsistent with the said regulations as may be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

#### LOCAL MANAGEMENT.

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

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

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

107. The Board, from time to time and at any time, may delegate to any Managing Director, local board manager, or agent any of the powers, authorities, and discretions for the time being vested in the Board with regard to the conduct of the business of the Company (other than the powers to make calls and to mortgage the Company's assets), with power to sub-delegate, and may authorize the members for the time being of any such local board or any of them to fill up any vacancies therein, and to act notwithstanding vacancies.

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

109. The Board may, from time to time and at any time, by power of attorney under the seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions, and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Board think fit) be made in favour of any of the Directors or of the members or anyone or more of the members of any local board established as aforesaid, or in favour of any company or of the members, directors, nominees, or managers of any company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Board, and any such powers of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board think fit. Any such attorneys as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.

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

111. 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.

#### BORROWING.

112. The Board may at any time borrow, issue, or raise for the purpose of the Company from the Directors, members, or other persons, or any bank, firm, or company such sums of money, and at such rates of interest, as the Board may think proper, and may secure the payment of such moneys by mortgages or charge, or by debenture or debentures stock, perpetual or otherwise, forming a charge upon the whole or any part of the property, assets, and undertaking of the Company, both present and future, including its uncalled capital for the time being, in such manner, and upon such terms and conditions and with such security as the Board shall determine, but so that the amount at any one time owing in respect of moneys so raised, borrowed, or secured shall not, without the previous consent in writing of a life Director, exceed the sum of Rupees 100,000, and shall not, without the sanction of a General Meeting, exceed the nominal amount of the capital. Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

#### ROTATION OF DIRECTORS.

113. At the Ordinary General Meeting in the year 1922 and in such subsequent year, one Director, not being either of the life Directors, shall retire from office, but this provision shall be subject to any agreement to the contrary binding upon the Company. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected.

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

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

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

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

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

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

#### MANAGING DIRECTOR.

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

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

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

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

## PROCEEDINGS OF THE BOARD.

124. The Board may meet together for the despatch of business at such place and adjourn and otherwise regulate their meetings as they think fit. Whenever one or both of the life Directors shall be in the Island of Ceylon the presence of one of them shall be necessary to form a quorum, and either of the life Directors shall himself form a quorum subject as aforesaid two Directors shall form a quorum. A Director may at any time, and the Secretary upon request of a Director, shall convene a meeting of the Board. Questions arising at any meeting shall be decided by a majority of votes, and the life Directors shall be entitled to as many votes as there are Directors of the Company and one more. In case of an equality of votes, the Chairman shall have an additional or casting vote in addition to his vote or votes as a Director.

125. The said William Ferber Hutson shall be Chairman of the Board as long as he remains a Director and is willing to act, and the said Charles Arthur Hutson shall be Deputy Chairman. When the said William Ferber Hutson ceases to be Chairman the said Charles Arthur Hutson shall, if then a Director, become Chairman, and shall be entitled to retain office so long as he remains a Director and is willing to act. Subject as aforesaid the Board may appoint a Chairman and Deputy Chairman at their meetings and determine the period for which they are respectively to retain office.

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

127. 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.

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

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

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

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

## THE SEAL.

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

## DIVIDENDS.

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

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

135. No dividend shall be payable out of the capital of the Company, and the declaration of the Board as to the amount available for dividend shall be conclusive. Provision for any loss realized or estimated or apprehended may, if and when thought fit, be spread over such period of time and by such instalments as the Board may think fit, but so that no such provisions shall be necessary in the case of loss of fixed capital or save where the Board shall think necessary of circulating capital. No dividend shall exceed the amount recommended from time to time by the Board, but the Company in General Meeting may declare a smaller dividend.

136. Separate accounts may, if the Board shall think fit, be kept as to the capital and revenue of the Company as to the whole or any part of its business, and if any adjustment of items between capital and income is required, the decision of the Board shall be absolute. In any such case the surplus shown by the revenue account may be distributed as dividend without regard to the position of the capital account.

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

138. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures, or debenture stock of the Company or paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways, and the Board shall give effect to such resolutions, 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 member upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Board.

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

140. No dividend shall bear interest against the Company.

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



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

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

144. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or in the case of joint-holders to that one whose name stands first on the register in respect of the joint-holders, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent, and the payment of any such cheque or warrant shall operate as a good discharge to the Company in respect of the dividend represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the endorsement thereon has been forged.

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

#### ACCOUNTS.

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

156. The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors appointed before the first Ordinary General Meeting or to fill up any casual vacancy may be fixed by the Board.

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

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

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

#### NOTICE.

160. A notice may be served by the Company upon any member, either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register.

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

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

163. Any notice required to be given by the Company to the members or any of them, and not expressly provided for by these presents, shall be sufficiently given by advertisement in the *Ceylon Government Gazette*.

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

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

166. Any notice or document delivered or sent by post to, or left at, the registered address of any member shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served on his heirs, executors, and administrators.

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

#### EVIDENCE.

168. 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 registrations of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened, or constituted nor any other matter whatsoever, but the proof aforesaid shall be conclusive evidence of the debt.

#### WINDING UP.

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

(2) If thought expedient, any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association), and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, but in default of any such provisions the assets shall, subject to the rights of the holders of shares issued with special rights or privileges or on special conditions, be distributed rateably according to the amount paid or credited as paid up on the shares, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution.

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

#### INDEMNITY.

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

In witness whereof the Subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this Fourteenth day of March One Thousand Nine hundred and Twenty-one.

W. M. F. HUTSON, Colombo.

C. A. HUTSON, Colombo.

J. R. HUTSON, Colombo.

R. G. SHIPTON, Colombo.

ARTHUR ALVIS, Colombo.

C. KEY, Colombo.

W. H. BROWN, Colombo.

Witness to the signatures of the above-named parties on this Fourteenth day of March, One Thousand Nine hundred and Twenty-one.

[Second Publication.]

F. W. DE VOS.  
Proctor, Supreme Court.

## MEMORANDUM OF ASSOCIATION OF PERADENIYA (CEYLON) CHOCOLATE COMPANY, LIMITED.

1. The name of the Company is "PERADENIYA (CEYLON) CHOCOLATE COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are:—
  - (a) To purchase from the proprietors thereof the chocolate factory erected at Peradeniya, Ceylon, and equipped for the manufacture of cocoa products, also the lands 5 acres 3 roods 12 perches in extent, and all buildings and plant thereon and the business carried on thereat.
  - (b) To carry on in Ceylon or elsewhere the business of chocolate and cocoa manufacturers and growers and manufacturers of and dealers in all cocoa products and other Ceylon produce.
  - (c) 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 contracts, 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.
  - (d) 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.
  - (e) 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 cocoa 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 cocoa, chocolate, coconuts, tea, coffee, rubber, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work chocolate, cocoa, 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.
  - (g) To enter into any arrangement or agreement with Government, or any authorities and obtain rights, concessions, and privileges.
  - (h) 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, and 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 (h), or for the manufacture and preparation for market of chocolate, cocoa, rubber, tea, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market cocoa, chocolate, rubber, coconuts, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such cocoa, chocolate, rubber, coconuts, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
  - (k) To buy, sell, warehouse, transport, trade, and deal in cocoa, chocolate, rubber, coconuts, tea, coffee, and other plants and seeds, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters and exporters of rubber, cocoa, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
  - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
  - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of chocolate, cocoa, rubber, coconuts, tea, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
  - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property; or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stocks, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
  - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
  - (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.

- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all, and generally to transact financial business of any kind.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purposes.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares (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 Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into Seventy-five thousand (75,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto and be held upon such terms, as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. JAS. HAWKES, Colombo	One
F. H. LAYARD, Colombo	One
A. H. PAIN, Colombo	One
ED. W. KEITH, Kandy	One
C. M. BUCKWORTH, Colombo	One
JOHN STILL, Kandy	One
J. G. MOORE, Colombo	One
Total number of Shares taken	Seven

Witness to the signatures of the above-named F. JAS. HAWKES, F. H. LAYARD, A. H. PAIN, ED. W. KEITH, C. M. BUCKWORTH, JOHN STILL, and J. G. MOORE, at Colombo, this Thirtieth day of March, One thousand Nine hundred and Twenty-one.

SYDNEY JULIUS,  
Proctor, Supreme Court, Colombo.

### ARTICLES OF ASSOCIATION OF PERADENIYA (CEYLON) CHOCOLATE 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 and comprised in these Articles or not.

#### INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

"Extraordinary resolution" means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy (in cases where by these Articles proxies are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

#### 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. The Company being established on the basis that it shall acquire the Peradeniya Chocolate Factory, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

#### CAPITAL.

4. The nominal capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000) divided into 75,000 shares of Ten Rupees (Rs. 10) each.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

#### CALLS.

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

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

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

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

26. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys due upon their respective shares beyond the sums actually called for; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, eight 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 of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and fifty cents or such other sum as the Directors shall from time to time

determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

38. The Directors may accept, in 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.

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

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

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

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

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

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

#### PREFERENCE SHARES.

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

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

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

#### BORROWING POWERS.

53. The Directors shall have power 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 Rupees One hundred and Fifty thousand (Rs. 150,000).

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

65. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the 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. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice and it is to be no objection to such notice that it only convenes the 2nd meeting contingently upon the resolution being passed by the requisite majority at the 1st meeting.

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

74. At any meeting every resolution shall be decided by a show of hands, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some Shareholder, or in the case of a special resolution by three Shareholders 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. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.

75. If at any meeting a poll be demanded by some Shareholder present, his proxy, or attorney, or in the case of a special resolution by three Shareholders, their proxies, or attorneys, 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.

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

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

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

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

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

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

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

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

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

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

*Peradeniya (Ceylon) Chocolate Company, Limited.*

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

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

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

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

#### DIRECTORS.

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

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

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

89. The first Directors shall be Arthur Henry Pain, Frederick James Hawkes, Edward William Kieth, and John Still, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

#### ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

#### DISQUALIFICATION OF DIRECTORS.

103. The office of 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 resigns his office under the provisions of clause 99.

(f) If he ceases to reside in Ceylon.

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or 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, or from 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 disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

#### POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

## PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

119. The acts of the Board 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.

120. 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.

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

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

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

## ACCOUNTS.

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

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

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

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

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

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

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

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

## AUDIT.

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

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

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

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

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

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

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

#### NOTICES.

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

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

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

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

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

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

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

#### ARBITRATION.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

F. JAS. HAWKES.

F. H. LAYARD.

A. H. PAIN.

ED. W. KEITH.

C. M. BUCKWORTH.

JOHN STILL.

J. G. MOORE.

Witness to the signature of the above-named F. JAS. HAWKES, F. H. LAYARD, A. H. PAIN, ED. W. KEITH, C. M. BUCKWORTH, JOHN STILL, and J. G. MOORE, at Colombo, this Thirtieth day of March, 1921.

SYDNEY JULIUS,

Proctor, Supreme Court, Colombo.

[First Publication.]

The Ceylon and Foreign Products Company, Limited.

NOTICE is hereby given that the First Annual Ordinary General Meeting of the Shareholders of this Company will be held at No. 39, Victoria Arcade, Fort, Colombo, on Saturday, April 30, 1921, at 2.30 P.M.

Business.

- 1. To receive the report of the Directors and accounts for the seven months ended December 31, 1920.
2. To elect Directors.
3. To appoint an Auditor for the current year.
4. To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from the 22nd to 30th instant, both days inclusive.

By order of the Directors, W. W. BELING (Jr.), Secretary.

Colombo, April 22, 1921.

The Hulandawa Rubber and Tea Company of Ceylon, Ltd.

NOTICE is hereby given that the Fourth Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, No. 57, Peldar street, Galle, on Monday, May 2, 1921, at 2 P.M.

Business.

- 1. To receive the report of the Directors and statement of accounts.
2. To elect a Director.

- 3. To elect Auditors.
4. To transact any other business that may be properly brought before the Meeting.

By order of the Directors, CHAS. P. HAYLEY & Co., Agents and Secretaries.

Galle, April 14, 1921.

Auction Sale.

D. C. Colombo, No. 1,618/1920.

A. J. Vanderpoorten of Galagedera Plaintiff.

Vs.

(1) Mohamed Samsudeen Ismail, (2) Mohamed Cassim Ismail, (3) Mohamed Cader Ismail, (4) Ahamed Jamaldeen Ismail, all of Colombo Defendants.

K. Ramanathan of York House, York street, Fort, Colombo, the assignee of the insolvent estate of Mohamed Samsudeen Ismail, Mohamed Cassim Ismail, Mohamed Abdul Cader Ismail, and Ahamed Jamaldeen Ismail, carrying on business in partnership under the name, style, and firm of A. H. Ismail & Mohamed Samsudeen Ismail of No. 19B, Queen street, Fort, Colombo, in his personal and private capacity. Added Defendant.

ORDER decree entered and by virtue of commission issued to me in the above case, I shall sell by public auction at our rooms No. 20, Upper Chatham street, Fort, Colombo, on Saturday, April 30, 1921, at 1 P.M., the undermentioned property specially bound and accountable for the recovery of the amount of a sum of Rs. 26,166.45

further interest on the principle sum of Rs. 125,000 at the rate of 9 per centum per annum from August 13, 1920, till payment in full and costs of suit.

*The Schedule referred to.*

All that estate called and known as Wewalthalawa, comprising the following allotments of land:—

1. All that tract of land called Wewalthalawa, situate near the village Ambagamuwa, in the District of Uda Bulatgama, in the District of Kandy, Central Province; bounded on the north by the land belonging to the Hon. George Turnour, Esq., Captain Skinner, and patana lands, on the south and west by Mahaweli-ganga, and on the east by lands belonging to Captain W. F. Layard and G. Firth, Esq., said to contain 1,319 acres 1 rood 15 perches, and 28/100 of a perch according to the survey and description No. 44,977 dated July 5, 1872, authenticated by Captain A. B. Fyers, Surveyor-General, but which said estate was on November 15, 1892, surveyed by George Benzie and was found to contain 1,091 acres, namely, 266 acres in tea, 435 acres in forest, and 340 acres patana, excluding therefrom the following allotments of land, namely: (a) six allotments of land, in extent 7 acres 2 roods and 2 perches; 19 acres 34 perches; 1 acre 7 perches; 1 acre and 19 perches; 30 perches; 3 roods and 25 perches and 75/100 of a perch respectively, acquired by the Government for the construction of the Nanu-oya Railway; (b) two allotments of land, in extent 18 acres 1 rood and 11 perches and 55 acres and 27 perches respectively, sold and transferred to the proprietors of Galaboda estate by deed No. 628 dated September 23, 1893, and attested by J. J. de Fry, Notary Public.

2. An allotment of land called Wewalthalawahena, situate in the village Kehelgamuwa, in Ambagamuwa korale of Uda Bulatgama aforesaid; bounded on the north by lands described in plan Nos. 44,977 and 161,824, east and south by land described in plan No. 161,826, west by a road and land described in plan No. 161,818; containing in extent, exclusive of the road passing through the land, 55 acres 2 roods and 8 perches according to the title plan thereof No. 161,814 dated October 19, 1893, authenticated by D. G. Mantell, Surveyor-General.

3. An allotment of land called Wewalthalawakele situate in the village Kehelgamuwa aforesaid; bounded on the north and east by land described in plan No. 44,977, south by a road, west by land described in plan No. 161,826; containing in extent 3 acres 1 rood and 36 perches according to the title plan No. 161,815 authenticated by the said D. G. Mantell and dated October 19, 1893.

4. An allotment of land called Wewalthalawakele, situate in the village Kehelgamuwa aforesaid; bounded on the north by a road, east by land described in plan No. 44,977, south by water-course, west by land described in plan No. 161,817; containing in extent 3 acres 2 roods and 8 perches according to the title plan No. 161,816 dated October 19, 1893, and authenticated by the said D. G. Mantell.

5. An allotment of land called Wewalthalawawatta, situate in the village Kehelgamuwa aforesaid; bounded on the west and north by roads, east by land described in plan No. 161,816, south by a water-course and a road, containing in extent 3 acres 3 roods and 13 perches according to title plan No. 161,817 dated October 19, 1893, and authenticated by the said D. G. Mantell.

6. An allotment of land called Wewalthalawawatta, situate in the village Kehelgamuwa aforesaid; bounded on the north by land described in plan Nos. 44,977 and 161,815, east by land described in plan No. 161,815, south by a road, west by road and land described in plan No. 161,814; containing in extent 10 acres according to title plan No. 161,818 dated October 19, 1893, authenticated by the said D. G. Mantell.

7. All that allotment of land called Wewalthalawawatta, situate in the village Kehelgamuwa aforesaid; bounded on the north by land described in plan Nos. 44,977 and 161,815, east by land described in plan No. 161,815, south by a road, west by road and land described in plan No. 161,814; containing in extent 4 acres 1 rood and 36 perches according to title plan No. 161,826 dated October 20, 1893, and authenticated by the said D. G. Mantell.

Phone 1,074, of Messrs. Charles de Silva & Co.,  
20, Upper Chatham street. Auctioneers, &c.

D. P. TAMPOE,

Auctioneers, &c.

**Auction Sale of Valuable Property at Koratota.**

In the District Court of Colombo.

UNDER decree entered and by virtue of the commission issued to me in case No. 990/1920 of the said Court, I shall sell by public auction on May 14, 1921, 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:—

Undivided 4/5 of all that allotment of land bearing lot No. 12, called Koratayawatta, with the plantations thereon, situated at Koratota, in the Palle pattu of Hewagam korale, in extent 9 acres and 2 roods, excluding therefrom an undivided portion in extent 1 acre and 2 roods.

For further particulars please apply to R. A. Dissanayake, Esq., Proctor, Supreme Court, and Notary Public, office No. 54, Belmont street, Colombo, or to me:

54, Belmont street,  
Colombo, April 16, 1921.

H. M. PEIRIS,  
Auctioneer and Broker.

**Auction Sale under Mortgage Decree.**

BY virtue of a commission issued to me by the District Court of Colombo, in case No. 1,724/1920, I shall sell by public auction on Tuesday, May 17, 1921, commencing from 3.30 P.M., at the respective spots, at Welligampitiya, in the Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province:—

(1) All that field called Kurundugahakumbura, in extent about 7 bushels and 2 pecks paddy sowing (3 acres 3 roods).

(2) All that field called Jambugahakumbura, in extent about 2 beras paddy sowing (2 roods and 20 perches).

(3) All that land called Lunu Wellagahawatta, in extent about 2 pecks paddy sowing (1 rood).

For inspection of title plan, apply to Mr. D. A. J. Goonerwardena, Proctor and Notary, Dam street.

2, Ferry street,  
April 19, 1921.

S. H. SELVAM JOSEPH,  
Auctioneer and Broker.

**Auction Sale.**

In the District Court of Colombo.

UNDER decree entered against Kirihenage Babahamy and others of Karagalla, in Udugaha pattu of Hewagam korale, and by virtue of commission issued to me in case No. 1,270 of 1920 of the District Court of Colombo, I shall sell the following lands specially bound and executable for the recovery of the amount therein stated, on Saturday, May 14, 1921, commencing at 12 noon, at the spot:—

1. All that allotment of land called Siyambalahawatta, situated at Karagalla, and containing in extent about 4 bushels paddy sowing.

2. All that allotment of land called Kahatagahawatta, at Karagalla, and containing in extent about 4 bushels paddy sowing, with the goda house thereon.

3. All that undivided 2/33 shares of the land called Nugalahawatta, at Karagalla, containing in extent about 3 bushels paddy sowing.

4. All that undivided 1/10 part of the land called Kahatagahalanda, at Karagalla, and containing in extent about 11 acres.

5. All that undivided 9/40 shares of all those three contiguous allotments of land called Meegahawatta, Jambugahawatta, and Ambagahawatta, now forming one land, situated at Karagalla, and containing in extent about 9 bushels of paddy sowing.

6. All that undivided 9/40 shares of the contiguous fields called Delgahakumbura, Maragahakumbura, and Iriyagahakumbura, at Karagalla, extent about 8½ bushels paddy sowing.

7. All that undivided 9/14 shares of the fields called Moragahakumbura, Halgahakumbura, Muruthagahakumbura, adjoining each other at Karagalla, extent 9 bushels of paddy sowing.

1, Hulftadorp.

C. P. AMERASINGHE,  
Auctioneer and Broker.



### Auction Sale of Properties at Dagonna, in the District of Negombo.

UNDER decree in case No. 14,396, D. C., Negombo, entered in favour of the plaintiff, Rayanna Mana Una Lana Panjacharam Chetty of Negombo, against the defendants (1) Iskandamaladewage Abilina Fernando, (2) Paripuradewage Mariyanu Fernando, wife and husband, (3) Munasirhedewage Bentina Fernando, all of Dagonna, and surety, (4) Sesathpuradewage Carolis Fernando of Katuwellagoda, (5) Handunwaladewage Nonna assisted by her husband, (6) Rippuradewage Carolis Fernando, both of Dagonna, legal representatives of the estate of the 3rd defendant, deceased, and by virtue of the order issued to us, we shall sell the under-mentioned properties by public auction, at the respective spots, on Tuesday, May 10, 1921, viz. :—

At 2 P.M.

(1) The portion B of the land of three contiguous lots called Delgahawatta, Delgahahena, and Pambugahawatta, situate at Dagonna, in the District of Negombo, Western Province; in extent 1 acre 2 roods and 3 perches, with the buildings standing thereon, as primary, secondary, and tertiary mortgages.

At 2.15 P.M.

(2) The portion C of Nugagahakumbura, situate at Dagonna aforesaid, in extent 2 roods and 16 perches, with all the appurtenances thereof, as primary, secondary, and tertiary mortgages.

At 2.30 P.M.

(3) The land Horagahawatta, situate at Dagonna aforesaid, in extent 2 acres 1 rood and 4 perches; of the soil and all the plantations and buildings of this land, the undivided  $\frac{1}{2}$  shares as secondary, tertiary, and fourth mortgages.

For further particulars please apply to Messrs. Amerasinghe & Ranasinghe, Proctors and Notaries, Negombo, or to—

Negombo, April 13, 1921.

M. P. KURERA & Co.,  
Auctioneers.

### Auction Sale of Valuable Properties at Kirimetiya, in Chilaw District.

UNDER decree in case No. 14,515 of the District Court of Negombo, entered in favour of the plaintiff Seena Ana Roona Suppiah Palle of Negombo, against the defendants (1) Adasinghe Bandara Paulus Jayamaha, and (2) Adasinghe Bandara Isaneri Jayamaha, both of Kirimetiya, and by virtue of the order to sell issued to us thereunder for the recovery of the sum of Rs. 8,325, with interest on Rs. 4,500, at 30 per cent. per annum from September 15, 1920, to February 22, 1921, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit, we shall sell the under-mentioned properties mortgaged by bond No. 446 dated May 15, 1917, and attested by Tudor Ranasinghe, Notary, by public auction, at the respective spots, on Wednesday, May 11, 1921, to wit :—

At 2 P.M.

1. An undivided  $\frac{1}{2}$  share of the field called Siyambalagahawita depicted as lot No. 76, situated at Kirimetiya in Otarapalata of Pitigal korale, in the District of Chilaw, North-Western Province, containing in extent 8 acres 2 roods and 35 perches.

At 2.15 P.M.

2. All that land called Guruwalegodella comprised of the two contiguous allotments called Guruwalegodella and Guruwalegodella bearing No. 9,399, situated at Kirimetiya aforesaid, containing in extent 5 acres 3 roods and 16 perches.

At 2.30 P.M.

3. All that undivided portion adjoining the southern boundary, in extent about 1 acre from and out of the land called Devalamukalanekele depicted as lot 9,380, situated at Kirimetiya aforesaid, containing in extent about 2  $\frac{1}{2}$  acres.

At 2.45 P.M.

4. All that undivided  $\frac{1}{2}$  share of the field called Meegahakumbura, situated at Kirimetiya aforesaid, containing in extent about 7  $\frac{1}{2}$  parrahs of paddy sowing ground.

At 3 P.M.

5. An undivided  $\frac{1}{2}$  share of the field called Meegahakumbura, situated at Kirimetiya aforesaid, containing in extent about 6 parrahs of paddy sowing extent.

At 3.15 P.M.

6. An undivided  $\frac{1}{2}$  share of all that land called Gorakagahawatta, situated at Kirimetiya aforesaid, containing in extent about 1 acre.

At 3.30 P.M.

7. The lot E appearing in plan No. 1,667 dated October 17, 1917, made by Graham Pandittascker, Licensed Surveyor, of the land of several contiguous lots called Kohombagahawatta, Kahatagahakumbura, Kahatagahawatta, and Palugahahena, situated at Kirimetiya aforesaid, containing in extent 1 acre 3 roods and 20.6 perches.

At 3.45 P.M.

8. The lot I appearing in the said plan No. 1,667 of the said land of several contiguous lots called Kohombagahawatta, Kahatagahakumbura, Kahatagahawatta, and Palugahahena, situated at Kirimetiya aforesaid, containing in extent 2 acres 2 roods and 26 perches.

At 4 P.M.

9. From and out of all that allotment of land called Palugahahena divided into two by a cart road running through it from west to east, situated at Kirimetiya aforesaid, containing in extent 2 acres and 1 rood more or less.

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

M. P. KURERA & Co.,  
Negombo, April 13, 1921. Auctioneers.

### Auction Sale under Mortgage Decree In the District Court of Negombo.

Ana Runa Kana Nana Arunachalam Chetty of  
Negombo..... Plaintiff.  
No. 14,626. Vs.

Warnaklasuria Euginu Lowe of Marawila ..... Defendant.

UNDER decree entered and by virtue of commission issued to me in the above case I shall sell by public auction, at the spot, on Wednesday, May 25, 1921, at 4.30 P.M., the following premises specially bound and executable for the recovery of the amount therein stated :—

1. An undivided  $\frac{5}{6}$  shares of all that land called Midigahawatta, situated at Katunayaka, in Dasya pattu of Alutkuru korale, in the District of Negombo, containing in extent 1 acre 3 roods and 20 perches, with the buildings thereon.

2. All the undivided  $\frac{29}{120}$  out of the undivided  $\frac{1}{2}$  of all that land called Bakmeegahawatta, situated at Katunayaka aforesaid; containing in extent 1 acre and 1 rood, with the buildings thereon.

J. S. M. FERNANDO,  
Negombo, April 20, 1921. Auctioneer and Broker.

### Auction Sale.

IN the matter of the estate of A. H. Ismail, insolvent, D.C., Colombo 2,992, insolvency under instructions from Mr. K. Ramanathan, assignee of the above-named estate, I will sell by public auction on April 23, 1921, at 1 P.M., at Makuluwa D. C. Mills, all that fixed plant and machinery of the said mills, with all the buildings standing thereon, within the Municipal limits of Galle (which may be sold to be as a going concern), consisting of Hornsby engine cutters, dryers and all other D. C. machinery, including a number of machines for cleaning fibre, also a brand new Suction gas engine complete (unused), together with the unexpired lease of the said premises :—

Hornsby oil engine 16 to 18 h. p., complete, 1 devil disintegrator, 1 thread cutting machine, 3 double desiccators, two single desiccators, complete, with sets of trays, 1 sifting machine, 1 40 h. p. Suction gas engine (without charcoal producer), 1 small drilling machine (Goddell's), 1 forge and anvil, lot tools, hurricane lanterns, wheel barrows, 6 fibre drums, pulleys and shafting, 1 lot belting, large tubs, old drums, hanging lamps, iron

trusses, corrugated roofing, corrugated fencing, iron girders, barrels cement, firewood, timber, enginery bricks, metal, engine oil in barrel, liquid fuel in drums, galvanized piping.

For further particulars please apply to Mr. K. Ramanathan, assignee, York House, York street, Fort, Colombo.

Galle, April 4, 1921.

R. L. EPHRAUMS, Auctioneer.

In the Matter of the Estate of A. H. Ismail, Insolvent.

IMMEDIATELY after the above sale I will put up the following at the spot:—

- (1) Two big lots of engineering bricks lying in the premises adjoining and next to the mills.
- (2) Several thousands of yards barb wire with strong standard posts, comprising the fence now enclosing the kra shed and premises opposite the mills.

Galle, April 17, 1921.

R. L. EPHRAUMS, Auctioneer.

Auction Sale.

In the District Court of Galle.

Mana Kuna Mana Muna Ramanathan Chetty of Kaluwella ..... Plaintiff. No. 17,909. Vs.

(1) Tuppahi Lawneris de Silva of Dewunigoda, (2) Muna Muttappa Chetty of Kaluwella ..... 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 spot, on May 14, 1921, at 2.30 P.M., the following property specially bound and executable for the recovery of the balance due in the said decree:—

An that stone built 9 carpenter's eubits tiled boutique bordering the high road, together with the soil covered thereby, of the defined lot No. 3 of the land Kenassawatta alias Tanebagewatta, situate at Ovakanda in Raganpattu in Wellaboda pattu of Galle.

Galle, April 19, 1921.

G. S. M. GOONESEKERA, Auctioneer.

Auction Sale of Property at Vannarponnai East, in the District of Jaffna.

UNDER decree in case No. 14,874, D. C., Jaffna, entered in favour of the Plaintiff Veerakattiar Vallipuram Vannarponnai East, against the defendants (1) Vyravan and others of ditto, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property on Thursday, May 12, 1921, at the spot, at 4.30 P.M.:—

Land situated at Vannarponnai East called Ilakady, in extent 6 lachams varagu culture and 4 kulies, with houses, well, palmyras, and cultivated and spontaneous plantations; bounded on the east by road and by Sinnatangam, wife of Muttu, north by Sinnatangam, wife of Muttu, and Sinnappillai, wife of Manikkam, west by road, and south by Acheppillai, wife of Sinnavan. The whole hereof

S. TURAIYAPPA, Commissioner.

Auction Sale.

In the District Court of Jaffna.

Woodhull Chelliah Kanagaratnam of Lower Perak; by his attorney Chellam, widow of Velayuthar Vaitiyalingam of Vaddukkoddai East ..... Plaintiff. No. 14,553. Vs.

(1) Chelliah Aiyadurai of Vaddukkoddai East, (2) Achechinnestun widow of Sinnappillai Chelliah of ditto: ..... Defendants.

NOTICE is hereby given that on Saturday, May 14, 1921, will be sold by public auction, at the spot, the right, title, and interest of the said defendants in the following property, to wit:—

A piece of land situated at Vaddukkoddai East called Ampuliappulam, in extent 6 lachams varagu culture, with house, well, and cultivated and spontaneous plants; and

bounded on the east by bye-lane appertaining and leading to the land belonging to Sinnatangam, widow of Kathiritamby, on the north by lane, on the west by the property of Murguesu Kailasapillai, and on the south by the property of Sinnatangam, widow of Kathiritamby.

District Court, Jaffna, April 19, 1921.

C. SANDRASEKARAM, Commissioner.

Auction Sale.

In the District Court of Chilaw.

Sina Kuna Runa Sina Kana Runa Sina Kana Chetty by his attorney Sina Kana Runa Sina Kana Runa Suppiahulle of Madampe ..... Plaintiff. No. 6,522. Vs.

Wappu Marakar Rasakumar of Pudukudi Iruppuwa ..... Defendant.

UNDER decree entered and by virtue of the commission issued to me in the above case, we shall put up for sale by public auction on Saturday, April 30, commencing at 2 P.M., at the respective spots, the following properties, to wit:—

- 1. The garden called Madelodottottala, containing about 5 acres, with the plantations and buildings thereon, situate at Pudukudi Iruppuwa, in Arajivilan pattu of Pitigal korale north, in the District of Chilaw.
- 2. All that remaining undivided soil, plantations, and buildings from and out of the undivided southern 1/2 share, after excluding therefrom a portion, in extent 26 yards in length and 21 yards in breadth, off and from the land called Lattukany, situate at Kiriankally, in the aforesaid pattu, korale, and district; containing in extent, 100 coconut trees plantable soil.
- 3. The land called Galidama, containing in extent about 5 acres, with the plantations, buildings, and other things appertaining thereto, situate at Kiriankally aforesaid.
- 4. The undivided 2/5 shares from the field called Kammalanvayal; containing in extent about 50 paras paddy sowing soil and of the right and interest of the tank belonging to the said field, situate at Pulichakulam in the aforesaid pattu, korale, and district.

On Saturday, May 7, 1921, at 4 P.M.

5. The land called Poonapitiyakela, bearing lots Nos. 16,087 and 16,088; containing in extent 4 acres 3 roods, and 18 perches, with the plantations, buildings, and all other things appertaining thereto, situate at Poonapitiya in Rasakumara Wannipattu of Puttalam District.

T. M. CARRIM, Auctioneer for the Chilaw Agency.

Auction Sale.

In the District Court of Chilaw.

Sina Kana Runa Sina Kana Runa Adakkappa Chetty by his attorney Sina Kana Runa Sina Kana Runa Suppiahulle of Madampe ..... Plaintiff. No. 6,642. Vs.

(1) Winkonda Arachige Marikida Fernando, the legal representative of the estate of the deceased Warnakulasuriya Audrick Peries of Tulawela and three others ..... Defendants.

UNDER and by virtue of the commission issued to us in the above case we shall put up for sale by public auction the under-mentioned properties at the respective spots, on Saturday, May 14, 1921, commencing at 2.30 P.M.:—

- 1. The undivided 5/25 shares of the soil, buildings, and plantations thereon from and out of the land, called and known as Karandagahawatta alias Meegahawatta, situate at Talvila in Yatakalan pattu of the Chilaw District; the entire land containing in extent 2 acres.
- 2. The undivided 1 1/2 coconut trees and soil appertaining thereto from and out of the land called Kohombagahawatta, situate in the village aforesaid; entire land containing in extent 1 acre and 34 perches.

3. The undivided 10 coconut trees and soil appertaining thereto from and out of the land called Siyambalagala-wittta, situate at the village aforesaid; the entire land containing in extent 1 acre and 1 rood.

T. M. CARRIM,  
The Chilaw Agency, Auctioneers.  
Chilaw, April 19, 1921.

Appointment of an Attorney.

THIS is to inform the public that Nena Kawanna Neya Mohanalla Rawtar of India has appointed as Attorney

undersigned, his attorney, by a power of attorney dated March 5, 1921, and registered as No. 15 of 1921, and therefore the powers granted under power of attorney Nos. 723 and 724 dated October 6, 1920, and attested by C. Sivapragasam of Colombo, Notary Public, in favour of Muna Ana Seyna Sinnatamby Rawtar of Wolfendahl and Kawanna Muna Mohideen Kuppe respectively are hereby revoked.

සේ. ආ. කවන්නා ඇලා පිච්චෙ රාත්තර.  
NAINA KAWANNA ALLA PITCHE RAWTRER.  
Colombo, March 24, 1921.

LOCAL BOARD NOTICES.

Notice of Sale, Local Board, Gampola.

NOTICE is hereby given that the houses, &c., at Gampola mentioned in the annexed schedule having been seized for non-payment of Police and Board, and water rates for the 3rd quarter, 1920, will be sold by public auction, on May 2, 1921, at 8 A.M. on the spot at Gampola, in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure, and sale, are duly paid.

2. Further particulars can be obtained from the Local Board Office, Gampola.

Kandy Kachcheri, April 9, 1921. E. H. DAVIES, for Government Agent.

SCHEDULE.

Ambagamuwa road, Nos. 42, 43, 59, 95, 102, 122, 123, 150, 152, 166, 187, 198, 199, 200, 214, 220, 224, 230, 231, 237, 247, 248, 249, 250, and 251; Kandy road, Nos. 10, 11, 13, 28, 30, 32, 33, 35, 60, 61, 81, 90, 102, 120, 125, 129, 131, 133, 134, 135, 141, 142, 143, 148, 156, 169, 173, 200, and 202; New Nuwara Eliya road, Nos. 6, 21, 23, 24, 30, 33, 39, 40, 45, 46, 47, 50, and 74; Old Nuwara Eliya road, Nos. 15 and 33; Parson's road, Nos. 3, 6, and 7A; Malabar road, Nos. 3, 4-6, 10, 12, 13, 14, 23, 25, 62, 63, 96, 105, and 116; Kadugannawa road, Nos. 1, 2, 5, 10, 14, 20, 29, 30, and 31; Molton street, Nos. 17, 18, 19, 20, 21, 24, 25, 26, 27, and 28; Matin's lane, Nos. 2, 26, 27, and 28; Patrick street, Nos. 5, 6, 7, 22, 27, and 28; Byrde street, Nos. 22, 89, 92, and 98; Hill street, Nos. 16, 17, 17A, 18, 23, and 25; Keerapone road, Nos. 9, 17, 17A, 24, 29, 35, 36, 38, 45, 46, 47, 49, 50, 51, 55, 56, 62, 63, 67, 69, 71, 74, 76, 80, 85, 87, 89, 90, 91, and 100; Mahara road, Nos. 20, 21, 22, 23, 24, 29, 34, 42, 49, 51, 52, 65, 69, 70, 76, 95, 105, 112, 113, 114, and 115; Illawatura road, Nos. 4, 7, 8, 9, 10, 12, 13, 14, 15, 16, 22, 27, 33, 35, 36, 40, 47, 48, 52, 55, 56, 59, 60, 62, 66, 67, 68, 71, 73, 75, 76, 79, 81, 82, 83, 86, 87, 88, 90, 91, 94, 99, 100, 101, 109, 110, 111, 112, 113, 114, 119, 121, 122, 125, 128, 136, 137, 139, 140, 142, 143, 144, 145, 146, 147, 148, 152, and 153; Upambula road, Nos. 2, 3-4, 6, 7-10, 13, 14, 15, 16, 17, 18, 20-21, 22, 23, 23B, 28, 30, 32, 34, 35, 36, 37, 38, 41, 46, 47, 48-49, and 56; Kahatapitiya road, Nos. 24, 25, 29, 39, 41, 42, 43, 48, 52, 58, 63, 64, 73, 77, 86, 87, 89, 90, 98, 104, 106, 107, 108, 121, 125, 126, 130, 131, 132, 133, 136, 137, 139, 147, 149, 150, 160, 164, 167, 168, 173, 174, 179, and 180.

Notice of Sale, Sanitary Board, Pussellawa.

NOTICE is hereby given that the properties mentioned in the annexed schedule, having been seized for default of payment of Sanitary rates and Police Taxes for the 3rd quarter, 1920, will be sold by public auction at the premises, on Friday, April 29, 1921, at 10 A.M. in conformity with section 1, sub-section (4), of Ordinance No. 6 of 1873, unless in the meantime the amount owing in respect of the rate, together with the lawful costs of seizure and sale is duly paid.

The Kachcheri, April 11, 1921. T. G. WILLETT, for Government Agent.

Schedule referred to.

	No. of Premises.	Name of Owner.
Sanitary rates	11	Mrs. E. Sopiah Samarasinghe
Do.	12	Heirs of Mr. J. Edwards
Do.	28	A. R. Usoop
Do.	28A	Do.
Do.	40	Lessee E. A. Menika
Do.	51	E. Mahammed
Do.	54	do.
Do.	66	Bosanquet & Co.
Do.	114	Costa & Sons
Do.	119	Mrs. L. Alwis
Do.	136	A. H. Samarasundara Lewis
Police tax	11	Mrs. Sophia Perera Samarasingha
Do.	12	Heirs of Mr. J. Edwards
Do.	28	A. R. Usoop
Do.	40	Lessee E. A. Menika
Do.	51	E. Mahammed
Do.	54	Do.
Do.	56A	Mosque
Do.	57	N. Iswaramuttu
Do.	61	Do.
Do.	94A	Church of England
Do.	119	Mrs. L. Alwis
Do.	114	Costa & Sons
Do.	136	A. H. Samarasundara Lewis

Notice of Sale, Local Board Nawalapitiya.

NOTICE is hereby given that the houses, &c., at Nawalapitiya, mentioned in the annexed schedule, having been seized for non-payment of Police, Local Board, and Water rates, Nawalapitiya, for 2nd, 3rd, and 4th quarters, 1919, will be sold by public auction, on May 4, 1921, at 8 A.M. on the spot at Nawalapitiya, in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale are duly paid.

2. Further particulars can be obtained from the Local Board Office, Gampola.

Kandy Kachcheri, April 11, 1921. E. H. DAVIES, for Government Agent.

SCHEDULE.

Second Quarter.—Kotmale road, Nos. 1, 103, 104, 105, 169, 170, 178; Ambagamuwa road, Nos. 5, 19, 20, 21, 78, 79, 82, 83, 84, 85, 94, 126, 127, 128, 131, 137, 140, 142, 143, 144, 145, 154; Gampola road, Nos. 100, 72; Penitudumulla road, No. 31; Bailey road, Nos. 12, 17; Hill road, No. 30A.  
Third Quarter.—Kotmale road, Nos. 1, 103, 104, 105, 169, 170, 173; Ambagamuwa road, Nos. 5, 19, 20, 21, 78, 79, 82, 83, 84, 85, 94, 126, 127, 128, 131, 137, 140, 142, 143, 144, 145; Gampola road, Nos. 25, 26, 27, 28, 29, 30, 72, 100; Hill road, No. 30A; Market road, Nos. 1, 2, 3; Penitudumulla road, Nos. 5, 14, 15, 15A, 17, 25, 27, 31, 41; Bailey road, Nos. 12, 17;  
Fourth Quarter.—Kotmale road, Nos. 1, 2, 3, 13, 14, 70, 71, 112, 170, 178; Ambagamuwa road, Nos. 5, 82, 83, 94, 113, 114, 115, 137, 140, 142, 143, 144, 145; Dolosbage road, Nos. 1, 2, 65, 68, 71, 73, 81, 81A, 82, 83, 84, 85, 86, 87, 88, 88A, 89, 89A, 90, 91, 92, 93, 94, 95, 97, 97A, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 107A, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 117A; Gampola road, Nos. 25, 26, 27, 28, 29, 30, 72, 92, 95, 98; Hill road, Nos. 2, 16, 30A; Market road, Nos. 1, 2, 3; Penitudumulla road, Nos. 12, 13, 40; Bailey road, Nos. 10, 12, 19.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Eighty-ninth Annual Report of the Ceylon Savings Bank.

## Board of Directors :

The Hon. the Colonial Secretary, *President*.  
The Principal Collector of Customs.  
The Postmaster-General.

## REPORT FOR THE YEAR 1920.

IN submitting the Eighty-ninth Annual Report on the working of the Ceylon Savings Bank, together with Statements of Accounts and Balance Sheet for 1920, it is gratifying to note that the Bank has tided over the strain consequent on the late war. The salient features are that the number of new accounts opened and the amount deposited during the year under review are the largest since 1913.

*The Number of New Accounts* opened during 1920 was 2,646, against 2,577 in the previous year.

*Accounts Closed.*—The number was 1,682, against 1,498 in 1919.

*Number of Depositors.*—The total number of depositors on the books of the Bank on December 31, 1920, was 40,670, the largest number since the establishment of the Bank.

*Deposits.*—The amount deposited during the year was Rs. 1,938,168, the largest since 1913, and

*The Amount Withdrawn* was Rs. 1,744,672.

*The Amount to Credit of Depositors* on December 31, 1920, was Rs. 4,283,218, the largest since 1914.

*Interest.*—The amount paid and credited to depositors on this account in 1920 was Rs. 114,455·61.

*Investments.*—During 1920 house property loans amounting to Rs. 45,369·92 were repaid, and fresh loans granted to the extent of Rs. 69,000; the total investments under this head being Rs. 336,868·06.

*Profit and Loss.*—After a lapse of three years the Bank has been enabled to transfer to the Reserve Fund a nett profit of Rs. 23,523·83. This is due to increased recoveries of interest on house property loans and sterling investments.

*The Reserve Fund* which has been augmented by the profit above-mentioned, now stands at Rs. 699,884·01.

Ceylon Savings Bank,  
Colombo, March 18, 1921.

BERNARDIN CASPERSZ,  
Secretary.

## Statement showing the Annual Progress of the Ceylon Savings Bank.

Year.	Number of Accounts opened.	Number of Accounts closed.	Amount deposited.	Amount withdrawn.	Number of Depositors.	Amount to Credit of Depositors.
			Rs.	Rs.		Rs.
1911 ..	2,725	1,564	1,952,926	1,657,328	37,099	5,152,981
1912 ..	2,807	1,760	2,069,896	1,842,591	38,146	5,380,286
1913 ..	3,107	1,922	2,238,026	2,033,609	39,331	5,584,703
1914 ..	2,354	2,199	1,831,755	2,760,691	39,486	4,655,767
1915 ..	1,543	2,202	1,270,995	1,811,128	38,827	4,115,634
1916 ..	1,640	1,568	1,401,333	1,409,050	38,899	4,107,917
1917 ..	1,282	1,773	1,169,934	1,479,371	38,408	3,798,480
1918 ..	1,666	1,447	1,286,756	1,342,643	38,627	3,742,593
1919 ..	2,577	1,498	1,814,836	1,469,632	39,706	4,089,722
1920 ..	2,646	1,682	1,938,168	1,744,672	40,670	4,283,218

## Nationality of New Depositors.

	1917.	1918.	1919.	1920.
Burghers ..	228	274	374	308
Cochinese ..	1	1	20	4
Europeans ..	149	155	92	106
Goanese ..	1	2	1	1
Indians ..	1	3	—	—
Malays ..	17	52	35	41
Moors ..	54	101	163	129
Parsees ..	2	4	8	3
Sinhalese ..	683	899	1,642	1,756
Tamils ..	146	175	242	298
<b>Total</b> ..	<b>1,282</b>	<b>1,666</b>	<b>2,577</b>	<b>2,646</b>

## Distribution of New Accounts.

	1917.	1918.	1919.	1920.
Western Province ..	1,053	1,409	2,222	2,323
Central Province ..	88	94	127	115
Southern Province ..	42	63	71	65
Northern Province ..	24	8	12	27
Eastern Province ..	4	17	18	14
North-Western Province ..	32	25	57	40
North-Central Province ..	7	9	25	17
Province of Uva ..	23	18	27	19
Province of Sabaragamuwa ..	9	23	18	26
<b>Total</b> ..	<b>1,282</b>	<b>1,666</b>	<b>2,577</b>	<b>2,646</b>

## Classification of Professions of New Depositors.

	1917.	1918.	1919.	1920.
Artificers .. .. .	48	83	170	93
Civil Servants and Families .. .. .	24	14	8	8
Clergy and Church Funds .. .. .	12	13	18	11
Clerks and Families .. .. .	407	758	1,158	933
District Mudaliyars and Ratamahatmayas .. .. .	—	3	3	4
Domestic Servants .. .. .	112	121	185	232
Educational .. .. .	31	60	61	90
Labourers .. .. .	5	27	52	142
Legal .. .. .	15	14	13	13
Medical .. .. .	16	58	54	19
Merchants and Traders .. .. .	161	167	230	328
Military Non-Commissioned Officers and Privates .. .. .	2	6	7	32
Minors .. .. .	291	184	282	393
No occupation .. .. .	97	46	72	167
Planters and Landowners .. .. .	11	17	22	22
Policemen and Peons .. .. .	21	32	61	55
Post and Telegraphs .. .. .	7	10	24	7
Railway and Breakwater .. .. .	15	24	96	74
Engineers .. .. .	5	11	14	12
Seafaring .. .. .	—	5	17	5
Surveyors .. .. .	2	10	25	5
Police Vidanes .. .. .	—	3	5	1
<b>Total</b> .. .. .	<b>1,282</b>	<b>1,666</b>	<b>2,577</b>	<b>2,646</b>
	1917.	1918.	1919.	1920.
	Rs.	Rs.	Rs.	Rs.
Interest paid to Depositors .. .. .	139,428	122,253	127,964	114,455
Interest on loans against property .. .. .	32,779	26,977	17,246	21,399
Balance transferred to Reserve Fund .. .. .	—	—	—	23,523

Dr.		Balance Sheet of the Ceylon Savings Bank—December 31, 1920.				Cr.	
LIABILITIES.		Rs.	c.	ASSETS.		Rs.	c.
To Amount due to Depositors .. .. .	4,283,218	35		By cash in Banks:—			
Suspense Account .. .. .	321	62		At credit of Directors .. .. .	20,969	60	
Reserve Fund .. .. .	699,884	1		At credit of Treasurer .. .. .	47,051	79	
							68,021 39
				By fixed deposits in Local Banks .. .. .	—	—	555,000 0
				By investments at cost:—			
				Indian Government 3½ per cent. .. .. .	1,892,166	18	
				Ceylon Government 4 per cent. .. .. .	653,260	20	
				Colonial Governments .. .. .	1,300,000	0	
				United Kingdom War Loans .. .. .	103,984	53	
							3,949,410 91*
				By loans on landed property .. .. .	—	—	336,868 6
				By Accrued Interest:—			
				On loans .. .. .	6,000	56	
				On Investments, &c. .. .. .	66,926	6	
							72,926 62
				By Office furniture .. .. .	—	—	1,197 0
<b>Total</b> .. .. .	<b>4,983,423</b>	<b>98</b>		<b>Total</b> .. .. .	<b>4,983,423</b>	<b>98</b>	

\* Estimated market value of Investments on December 31, 1920, Rs. 2,517,109.

Dr.		Profit and Loss of the Ceylon Savings Bank—December 31, 1920.				Cr.	
		Rs.	c.			Rs.	c.
To Interest paid to Depositors .. .. .	114,455	61		By Interest on loans against property .. .. .	21,399	84	
Rent of premises .. .. .	4,975	0		Interest on Bank Deposits, Indian Government Paper, Ceylon Inscribed Stock, Colonial Government Investments, and 5 per cent. War Loan .. .. .	154,087	40	
Cost of Account Books, &c. .. .. .	518	30					
Stationery, printing, advertisements, &c. .. .. .	1,035	47					
Salaries, pensions, audit, and lawyers fees, &c. .. .. .	10,916	3					
Five per cent. depreciation on furniture .. .. .	63	0					
Balance, being Profits transferred to Reserve Fund .. .. .	23,523	83					
<b>Total</b> .. .. .	<b>175,487</b>	<b>24</b>		<b>Total</b> .. .. .	<b>175,487</b>	<b>24</b>	



Dr.	Reserve Fund.		Cr.
	Rs.	c.	
To Balance on December 31, 1920	699,884	1	By Balance on December 31, 1919 .. 676,360 18 Profits of 1920, transferred .. 23,523 83
<b>Total</b>	<b>699,884</b>	<b>1</b>	<b>Total</b> .. <b>699,884 1</b>

Ceylon Savings Bank,  
Colombo, March 15, 1921.

S. W. DABRERA, Accountant.

#### Change of Management.

NOTICE is hereby given that Rev. Fr. A. Verstraeten has been appointed Manager of the Schools mentioned below in place of Rev. Fr. J. B. de Geradon :—

#### Schools referred to.

All the Roman Catholic Schools under the management of Rev. Fr. J. B. de Geradon in Southern Province.

Education Office, E. EVANS,  
Colombo, April 18, 1921. Acting Director of Education.

#### Change of Management.

NOTICE is hereby given that A. S. Arulampalam, Esq., has been appointed Manager of the Schools mentioned below in place of A. A. Ward, Esq. :—

#### Schools referred to.

Maviddapuram North Vernacular Mixed School.  
Maviddapuram South Vernacular Mixed School.  
Palay-Myliddy Vernacular Mixed School.  
Erlalai North Vernacular Mixed School.  
Varutalivilan Vernacular Mixed School.  
Vasavilan Vernacular Mixed School.  
Punnalaikadduvan Vernacular Mixed School.  
Erlalai South Vernacular Mixed School.  
Erlalai North Vernacular Girls' School.  
Mallakam Vernacular Mixed School.

Education Office, E. EVANS,  
Colombo, April 18, 1921. Acting Director of Education.

#### Change of Management.

NOTICE is hereby given that A. S. Arulampalam, Esq., has been appointed Manager of the Schools mentioned below in place of Rev. I. Paul :—

#### Schools referred to.

Valanthalai South Mixed	Tankodai West Mixed
Valanthalai North Mixed	Karunkali Mixed
Karativu Ragged Mixed	Thoppukkadu Mixed
Kélapumi Mixed	Karativu West Mixed

Education Office, E. EVANS,  
Colombo, April 18, 1921. Acting Director of Education.

#### Destruction of a Rogue Elephant.

NOTICE is hereby given that, in terms of section 9(1) of Ordinance No. 1 of 1909, the Assistant Government Agent, Mannar District, will issue a free license to any person desiring to shoot a male rogue elephant, 6 cubits high; size of footprint, 15 inches, frequenting the country between Attimodai and the Coast, about 3 miles from Luppakadavaimadam.

The Police Vidane of Attimodai will point out the animal.

Mannar Kachcheri, R. H. WHITEHORN,  
April 12, 1921. Assistant Government Agent.

## ABSTRACTS OF SEASON REPORTS.

### SEASON REPORTS FOR THE MONTH OF MARCH, 1921.

#### WESTERN PROVINCE.

##### COLOMBO DISTRICT.

Paddy: the maha crop has been harvested. Fields are being sown in some korales for yala, and in the other korales fields have already been sown and the plants are thriving.

Dry grains: excepting in Siyane korale east, where kurakkan and amu have been cultivated, preparations are being made for the cultivation of kurakkan in Siyane korale west. In the other korales the work in this connection has not yet begun.

Other products: prospects of coconuts are fairly good. The estimated crop for the month is 91,537,100 nuts. There is a fairly good supply of fruits and vegetables.

Prices of staple products: (a) imported rice is sold at Rs. 5 to Rs. 9.60 per bushel; (b) coconuts are sold at Rs. 45 to Rs. 75 per 1,000.

Harvest prospects: fair.

Rainfall: there were a few showers of rain during the month.

Health of inhabitants: satisfactory. There were a few cases of chickenpox, measles, dysentery, and enteric fever.

Health of cattle: good. A few cases of hoof-and-mouth disease were reported during the month. In all these cases stringent measures were taken to prevent the spread of the disease.

##### KALUTARA DISTRICT.

Paddy: the yala cultivation is going on.

Dry grain: there has been very little dry grain cultivation in the district.

Other products: fruits and vegetables were scarce, except in the totamunes. The flowering of coconuts was good, and the month's crop is estimated at 2,126,500 nuts.

Prices of staple products: Coast rice was sold at 15 cents to 25 cents per measure. No country rice was available in the market. The price of coconuts ranged from Rs. 40 to Rs. 120 per 1,000 nuts.

Remarks on harvest prospects generally: too early to say anything.

Rainfall: there was some rain during the month. Total, 5.16 in.; average, 16 in. per day, as registered at Kalutara.

Health of the people: on the whole good.

Health of cattle: good.

#### CENTRAL PROVINCE.

##### KANDY DISTRICT.

[Report not received.]

##### NUWARA ELIYA DISTRICT.

Rainfall: Nuwara Eliya town, 2.40 in.

Paddy: Kotmale fields and some fields in Uda Hewaheta are being harvested. Walapane fields have young plants.

Dry grains: kurakkan chenas are being harvested.

Health of population: good, except for a few cases of measles, chickenpox, and influenza in Uda Hewaheta.

Health of cattle: good.

Prices of staple articles: paddy, Rs. 3 per bushel; kurakkan, Rs. 2 to Rs. 4 per bushel; Indian corn, Re. 1.50 to Rs. 3 per bushel; rice (imported), 22 cents to 28 cents per cut measure; rice (country), 20 cents to 28 cents per cut measure; coconuts, Rs. 10 to Rs. 15 per 100 nuts.

## MATALE DISTRICT.

Rainfall: Matale, 90 in.; Dambulla, 8.24 in.

\* Paddy: maha has been reaped in Matale South and part of Matale East. Crop, good. Sowing nearly completed in Matale North. Ploughing for yala in Matale South and East.

Dry grain: crops all reaped now. Good harvest in Matale North. In Matale East cultivation was late and crops in many cases withered in the drought.

Coconuts: (a) flowering, fair; (b) 154,500 approximate crop.

Tanks: in Matale North most tanks fairly full for this season.

Health of people: fair, except Matale South and North, where there were a few cases of chickenpox, measles, diarrhoea, and fever. Many people died of fever in Kandapalla korale, Matale North. Health better than in January and February.

Health of cattle: good.

Prices: price of paddy and rice fairly constant since December last. Kurakkan selling in bigger villages at Rs. 2 a bushel. Prices obtained by cultivators low. Price of coconuts has gone down. Selling for Rs. 40 to Rs. 50 a 1,000.

## SOUTHERN PROVINCE.

## GALLE DISTRICT.

Fields are being sown for the yala season.

Dry grain is cultivated in the district only on a small scale.

Coconut, tea, cinnamon, citronella, rubber, arecanuts, and vegetables are the principal products. The estimated coconut crop for the month was 11,318,380 nuts.

Coast rice, Rs. 5.75 to Rs. 7.68 per bushel; country rice, Rs. 8 per bushel; paddy, Re. 1.80 to Rs. 4 per bushel; dry grain, Rs. 2 to Rs. 6 per bushel; coconuts, Rs. 30 to Rs. 60 per 1,000 nuts.

The weather was generally hot throughout the month.

The maha harvest was not good.

The health of the people was on the whole satisfactory, but several cases of chickenpox, enteric fever, dysentery, and measles were reported from some parts of the district.

Health of cattle was good.

## MATARA DISTRICT.

Weather: dry.

Agriculture: cultivation for yala in progress.

Health of people: good.

Health of cattle: good.

Food supply: rice, Rs. 6 to Rs. 7 per bushel; paddy, Rs. 2.25 per bushel; coconuts, Rs. 50 per 1,000.

## HAMBANTOTA DISTRICT.

Paddy cultivation: maha crop being reaped.

Fine grain: chenas are being cleared for yala.

Weather: maximum temperature, 89.1°; minimum temperature, 70.9°; rainfall, 3.88 in.

Prices of foodstuffs: country rice, Rs. 7.28 to Rs. 7.68 per bushel; Coast rice, Rs. 6.72 to Rs. 7.20 per bushel; paddy, Rs. 2.33 to Rs. 3.60 per bushel; kurakkan, Re. 1.66 to Rs. 2.88 per bushel; plantain bunches, Rs. 100 per 100; coconuts, Rs. 75 to Rs. 80 per 1,000; Indian corn, Re. 1.50 per 100; pumpkins, Rs. 45 per 100; sweet potatoes Re. 1.68 per cwt. About 283,725 coconuts were picked during the month.

Health of people: malarial fever prevails in all parts of the district.

Health of cattle: good.

## NORTHERN PROVINCE.

## JAFFNA DISTRICT.

Weather: there were slight showers of rain in the latter part of the month. The days were hot and the nights were dewy.

Paddy: harvest over.

Dry grains: pairu and ellu are sown in some places.

Tobacco: transplanting over. Condition, good.

Covonuts: condition of flowers and nuts moderate. Price, Rs. 9 per 100.

Prices of staple articles: paddy, Rs. 3.25 per bushel; rice, Rs. 6.50 per bushel; pairu, Rs. 7 per bushel; varaku, Rs. 4.50 per bushel; salt, 4 cents per pound, and 9 cents per measure.

Health of people: not good. Fever and measles prevailed to some extent.

Health of cattle: good.

## MANNAR DISTRICT.

Rainfall: 0.66 in.

Wind: unsettled.

Paddy: owing to rain at the end of the month reaping of kalapokam paddy been temporarily suspended.

Coconuts: condition good.

Palmyras: in spathe and fruit.

Tobacco: crop good, but the rain that fell recently has damaged it to a certain extent.

Health of people: fever prevails.

Health of cattle: normal.

Prices of foodstuffs: rice (country), Rs. 6.40 to Rs. 7.04 per bushel; rice (samba), Rs. 8.96 per bushel; paddy, Rs. 2.50 to Rs. 3 per bushel; coconuts, Rs. 8 to Rs. 10 per 100.

## MULLAITIVU DISTRICT.

Paddy harvest: kalapokam is being reaped. Idaipokam is being ploughed and sown.

Dry grains: kurakkan and varaku sown on chenas is being reaped.

Other products: flowering and prospects of coconuts satisfactory. Tobacco plants are coming up well.

Prices of staple articles of food: paddy, Rs. 2.25 to Rs. 2.50 per bushel; rice, Rs. 5.60 to Rs. 6 per bushel; kurakkan, Rs. 2 to Rs. 2.50 per bushel; uluntu, Rs. 10 per bushel; pairu, Rs. 7 per bushel; coconuts, Rs. 5 to Rs. 11 per 100.

Rainfall: there was some rain in Vavuniya North and South divisions.

Harvests prospects generally: satisfactory.

Health of inhabitants: fair. Malaria and dysentery were prevailing to some extent.

Health of cattle: good.

## EASTERN PROVINCE.

## BATTICALOA DISTRICT.

Paddy: reaping of munmari and earlier kalavellamai in some parts is in progress. Sowing of kalavellamai is over.

Dry grain and other chena crops: crops have been reaped. Indian corn and other grains are used in many parts.

Coconuts: prospects not satisfactory as the price of copra has gone down.

Prices of staple products: paddy, Re. 1.60 to Rs. 2.50 per bushel; Indian corn, Re. 1 to Rs. 2 per bushel; kurakkan, Re. 1.44 to Rs. 2 per bushel.

Health of people: satisfactory, except for the prevalence of fever in certain parts.

Health of cattle: satisfactory, except for hoof-and-mouth disease in some parts.

Rainfall: 1.92 in. in 1920; 1.42 in. in 1921.

## TRINCOMALEE DISTRICT.

[Report not received.]

## NORTH-WESTERN PROVINCE.

## KURUNEGALA DISTRICT.

Paddy crop: maha crops have been reaped and gathered. Prospects: good.

Dry grain: maha crops have been reaped and gathered. Flowering and prospects of coconut: good.

Rainfall: there has practically been no rain during the month.

Health of the people: good, except for usual cases of fever and parangi.

Health of the cattle: good, except for a few cases of rinderpest in one village in Dewameddi hatpattu.

State of tanks : not full.

Prices of foodstuffs : paddy, Rs. 2.50 to Rs. 3 per bushel ; country rice, Rs. 4 to Rs. 5 per bushel ; kurakkan, Rs. 2.50 to Rs. 3 per bushel ; coconut, Rs. 45 to Rs. 55 per 1,000 nuts ; salt, 12 cents to 14 cents a measure.

#### PUTTALAM AND CHILAW DISTRICTS.

Paddy : maha cultivation is being harvested and preparations are being made for yala.

Dry grain : maha cultivation being harvested.

Other products including coconuts : flowering and prospects of coconut are good owing to seasonable down pour of rain. The crop for the month in the two districts is reported to be about 23,335,730 nuts. Tobacco cultivation is good in some places. In others leaves are being cured. Supply of fruit and vegetables poor.

Prices of staple products : country rice, Rs. 7 to Rs. 8 per bushel ; imported rice, Rs. 6.97 to Rs. 11 per bushel ; paddy, Re. 1.50 to Rs. 2.50 per bushel ; kurakkan, Re. 1.50 to Rs. 4 per bushel ; cassava, Re. 1.50 per cwt. ; coconut, 4 cents to 5 cents per nut.

Rainfall during the month : Puttalam, 0.27 in. ; Chilaw, 3.09 in.

Health of inhabitants : good on the whole.

Health of cattle : good.

#### NORTH-CENTRAL PROVINCE.

##### ANURADHAPURA DISTRICT.

Weather : fine. Rain at the end of the month.

Rainfall : 2.81 in.

Agriculture—paddy : yala cultivation in progress. Kurakkan : crops reaped. Gingly : chenas of last kanna have been sown. Coconuts : fair.

Health of people : fever prevalent. Measles and influenza prevailing in some villages.

Health of cattle : satisfactory.

Tanks : most of the tanks are full.

Prices of foodstuffs : paddy, Rs. 2 per bushel ; rice (imported) Rs. 7 per bushel ; rice (country), Rs. 6 per bushel ; kurakkan, Rs. 3 per bushel ; salt, 16 cents per measure ; chillies (imported), 40 cents per pound ; chillies (country), 30 cents per pound ; coconuts, Rs. 10 per 100.

#### PROVINCE OF UVA.

##### BADULLA DISTRICT.

Weather : dry, with a few occasional showers.

Paddy : paddy fields are being ploughed for the maha cultivation.

Chenas : chena crops have been gathered.

Fruit and vegetables, fruit is scarce, a moderate supply of vegetables is available.

Other products : the flowering and prospects of the coconut are fair.

Health of people : satisfactory.

Health of cattle : satisfactory.

Total rainfall : 3.93 in., as registered at the Badulla observatory.

#### PROVINCE OF SABARAGAMUWA.

##### RATNAPURA DISTRICT.

Paddy : maha fields have been harvested. Yala fields are being prepared for sowing.

Dry grain : maha crops have been harvested. In some parts of the district chena lands have been sown.

Other products : coconut prospects favourable, except in parts of Atakalan korale where the tender nuts suffered from drought.

Health of people : satisfactory on the whole.

Health of cattle : satisfactory.

Rainfall : scanty.

Prices of foodstuffs : rice (country), Rs. 7 to Rs. 8 per bushel ; rice (imported), Rs. 6 to Rs. 8 per bushel ; kurakkan, Rs. 4 per bushel ; salt, 6 cents to 12 cents per measure ; chillies, 20 cents to 32 cents per pound ; coconuts, Rs. 6 to Rs. 15 per 100 nuts.

##### KEGALLA DISTRICT.

Paddy : some fields are being ploughed for yala cultivation.

Dry grains : chenas are being prepared for cultivation of el paddy.

Vegetable and curry stuffs : no vegetable gardens have yet been started.

Prices : paddy, Rs. 3 per bushel ; kurakkan, Rs. 2 per bushel ; country rice, Rs. 5.88 per bushel ; imported rice, Rs. 7.50 per bushel.

Rainfall : 7.29 in.

Health of people : satisfactory.

Health of cattle : satisfactory.

Other products : flowering and prospects of coconut are good. Approximate crop for the month was about 1,890,000 nuts.

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

### Closing of a Toddy Tavern.

NOTICE is hereby given that it is proposed to close the toddy tavern specified in the schedule below from October 1, 1921.

I shall be prepared to receive any written representation up to June 6, 1921, on which date, at the Colombo Kachcheri, between the hours of 1 and 2 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of the tavern.

Colombo Kachcheri,  
April 20, 1921.

J. G. FRASER,  
Government Agent.

#### SCHEDULE.

Colombo Mudaliyar's Division.  
No. 81, Nedimale.

### Toddy Rent, Matale District, 1921-1922.

NOTICE is hereby given that the privilege of selling fermented toddy by retail in the area specified in the schedule below, for the period of twelve months from October 1, 1921, to September 30, 1922, will be put up for sale by public auction at the Matale Kachcheri on Monday, May 2, 1921, at 2 P.M.

Conditions of sale can be obtained from the Assistant Government Agent, Matale, or from the Ratemahatmayas of the respective divisions.

Intending purchasers of the toddy rent are hereby informed, that save in exceptional circumstances, no rents will be licensed in areas in which there are no taverns.

The Kachcheri, Matale, April 14, 1921. C. HARRISON-JONES,  
Assistant Government Agent.

#### SCHEDULE.

##### Toddy Tavern—Matale District.

No.	Division.	Locality or Range.
		Within the limits of—
2	Matale North	Akuramboda wasama

### Sale of Toddy Rents, Jaffna District.

NOTICE is hereby given that on Monday, May 16, 1921, and following day at 12 noon, the Government Agent for the Northern Province, will put up to public auction at the Jaffna Kachcheri, the toddy rents of the Jaffna District as per schedule annexed, for a period of 12 months from July 1, 1921, to June 30, 1922, as follows:—

Monday, May 16, 1921.—Rents of the divisions of Jaffna, Valigamam East and West, and Vadamaradchy West and East.

Tuesday, May 17, 1921.—Rents of the divisions of Pachchilaippali, Tenmaradchi, Karachchi, Punakari, Islands, and Delft.

2. The highest bidder, on being declared the purchaser, shall pay immediately to the Government Agent a sum equivalent to two months' rent as a security deposit and sign conditions and contract furnishing necessary stamps.

3. The Government Agent reserves to himself the right of rejecting any bid.

4. The conditions of sale and any further particulars can be obtained on application at the Jaffna Kachcheri.

Jaffna Kachcheri,  
April 15, 1921.

M. PRASAD,  
for Government Agent.

SCHEDULE REFERRED TO.

Toddy Taverns, 1921-22, Jaffna District.

No.	Division.	Locality or Range.
1	Jaffna	D. Chivateru East
2	Do.	D. Passaiyoor
3	Do.	D. Chundikuli (Tallalai)
4	Do.	D. Karaiyoor
5	Do.	B. D. Vannarponnai South-east (Ariyakulam)
6	Do.	D. Vannarponnai North-east
7	Do.	B. D. Vannarponnai North-west
8	Do.	D. Vannarponnai South-west
9	Do.	Tirunelvely East
10	Do.	Kondavil
11	Valigamam East	Kathirippai
12	Do.	Puttur West
13	Do.	Neerveli
14	Do.	Copay South
15	Valigamam West	Navaly
16	Do.	Vaddukkoddai East
17	Do.	Chankanai
18	Do.	C. Periyavilan
19	Vadamaradchy West	B. Karanavai South
20	Do.	Thanakkarakkurichchi (Kampamoolai)
21	Do.	B. Karaveddy North
22	Do.	Alvai West
23	Do.	Puloly South
24	Do.	Varathupalai
25	Do.	D. Point-Pedro
26	Vadamaradchy East.	Sempianpattu
27	Do.	Nagarkovil
28	Do.	Kudattanai
29	Pachchilaippali	B. Pulupalai
30	Do.	Urvanikanpattu
31	Do.	Vannankeni
32	Do.	Masar
33	Do.	Kilaly
34	Do.	Muhamalai
35	Tenmaradchi	Maravanpulo
36	Do.	Kaithady-Nunavil
37	Do.	Navatkuli
38	Do.	Meesalai North
39	Do.	Palavi
40	Tenmaradchi	Allarai
41	Do.	Eluthumadduval South
42	Do.	Mirusuvil
43	Do.	Navatkadu
44	Karachchi	A. Kandavilai
45	Punakari	A. Tampirai
46	Do.	Madduvilnadu
47	Do.	Vinasiodai
48	Islands	Nainativu
49	Do.	D. Karampan East
50	Do.	D. Karampan West
51	Do.	Narantanai
52	Do.	Suruvil

No.	Division.	Locality or Range.
53	Islands	Velanai East
54	Do.	Allaippiddy
55	Do.	Mandaitivu
56	Delft	A. Delft West
57	Do.	A. Delft East

A.—For palmyra season only, viz.:—from July 1 to August 31, 1921, and January 1 to June 30, 1922.

B.—Present site will not be approved for 1921-22 rent period.

C.—The site must be located not less than 100 yards south of the junction of Siruvilan-Sandilippay and Siruvilan-Pandatarippu roads.

D.—“Off Sales” will not be prohibited for the 1921-22 rent period.

N.B.—(1) The hours of opening and closing of all the toddy taverns will be 7 A.M. and 7 P.M. respectively.

2. “Off Sales” will be prohibited in the toddy taverns other than those marked “D” for the 1921-22 rent period.

Toddy Rents, 1921-22, Kegalla District.

NOTICE is hereby given that the exclusive privilege of selling fermented toddy from October 1, 1921, to September 30, 1922, in the taverns mentioned in the attached schedule will be put up for sale by public auction by the Assistant Government Agent, Kegalla, at the place and on the date mentioned in the schedule.

2. Further information can on application be obtained from the Kegalla Kachcheri.

The Kachcheri A. W. SEYMOUR,  
Kegalla, April 14, 1921. Assistant Government Agent.

SCHEDULE.

Sale at Kegalla Kachcheri on Wednesday, May 4, 1921, at 11 a.m.

No. and Name of Tavern.	Division.	Locality or Range.
1	Ussapitiya	Galboda korale.. Asmadale, Diwela, Udagama, Pattagama, and Ussapitiya
2	Kadigomuwa	do. .. Kadigomuwa, Uda Beddawela, and Mahakehelwela
3	Mawela	do. .. Mawela, Ayagama, and Edanduwawa
4	Parape	Kinigoda korale Parape
5	Gabbala	do. .. Gabbala, Hewadiwela, and Weligomuwa

Closing of Foreign Liquor Taverns.

NOTICE is hereby given that it is proposed to close the foreign liquor taverns specified in the schedule below from October 1, 1921.

2. I shall be prepared to receive any written representation up to June 6, 1921, on which date at Kegalla Kachcheri, between the hours of 2 P.M. and 4 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such taverns.

Kegalla Kachcheri, MERVYN JOSEPH,  
April 19, 1921. for Assistant Government Agent.

SCHEDULE.

Foreign liquor taverns at Undugoda, Dehiowita, and Wahakula.

## MUNICIPAL COUNCIL NOTICES.

### MUNICIPALITY OF KANDY.

**Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on March 22, 1921, at 4.30 p.m., in accordance with Notice dated March 16, 1921.**

*Present* :—The Hon. Mr. W. L. Kindersley, Chairman ; Mr. J. C. Ratwatte ; Dr. J. W. S. Attygalle ; Mr. George E. de Silva ; Mr. H. F. Tomalin ; Dr. C. de Vos ; and Dr. G. P. Hay.

1. The Minutes of Proceedings of the Meeting held on February 19, 1921, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—(a) Statement of receipts and disbursements from close of 1920 to February 28, 1921, on account of the Municipal Fund ; (b) progress report of works brought up to the same date ; (c) Health Officer's report for February ; (d) statements of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of February ; (e) the reservoir readings for February.

Resolved that the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 83 of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table :—Reports by the several Inspectors on laundries, bakeries, dairies, standpipes, and house service taps inspected during February.

(a) Dr. Attygalle presented the following petitions :—(i.) From Ukkuwa complaining that dairy No. 31 does not comply with the requirements of regulations ; (ii.) from J. W. Illangantileke suggesting that the work of constructing the proposed Asgiriya road be commenced from the Bahirawakanda-Katugastota section.

It was agreed to refer (i.) to the Medical Officer of Health and (ii.) to the Superintendent of Works for report.

4. Correspondence :—(1) Letter No. 10 of February 21, 1921, from the Hon. the Colonial Secretary intimating that on further consideration it has been decided that the enforcement of by-laws providing for the branding of horses on the hoof would not be feasible.—Read.

(2) Letter No. 11 of February 22, 1921, from the Hon. the Colonial Secretary sanctioning the amendment of by-law 306 prescribing the penalty for breach of by-laws.—Read.

(3) Letter No. 12 of February 22, 1921, stating that the Government Printer has been instructed to supply the Central Town Free Library with a copy of the *Government Gazette* free of charge.—Read.

(4) Letter No. 13 of March 8, 1921, from the Hon. the Colonial Secretary intimating that Government approves the construction of the model dwellings on the lines agreed to by the Chairman, Board of Improvement Commissioners, Kandy. Resolved that the Chairman, Board of Improvement Commissioners, be asked to circulate plans and estimates to Members of the Municipal Council before the work is commenced.

(5) Letter No. 14 of March 9, 1921, from the Hon. the Colonial Secretary requesting that a fresh date from which the new scale of license fees should be brought into force be suggested.—Read.

(6) Letter No. 15 of March 9, 1921, from the Hon. the Colonial Secretary *re* proposed tax on the capital value of lands uncovered by buildings.—Resolved that the letter be circulated and brought up for consideration at the next Meeting.

(7) Letter No. 803 of March 10, 1921, from the Director of Education *re* Government donation towards libraries.—Resolved that application be made for a donation towards the Central Town Free Library.

(8) Letter of February 21 from Mr. Bemolmans *re* the non-lighting, &c., of Katugastota road.—Resolved that the Superintendent of Works be asked for an estimate for (i.) 10 lights on Katugastota road, and (ii.) 3 for Asgiriya.

5. Pursuant to notice the Chairman moved—That Mr. G. E. Mutukisna be appointed Assistant Secretary on his own salary and allowance in recognition of his long and faithful services of over 37 years under this Council.

Dr. Attygalle seconded, and Mr. de Silva supported the resolution which was carried unanimously.

6. Pursuant to notice Dr. Attygalle moved—That this Council do take steps to keep the Bogambra green in good condition, and that the Superintendent of Works be called upon to give effect to this decision without further delay. Mr. de Silva seconded.—Carried.

It was agreed to ask the Superintendent of Works to submit estimate for improvements and report on state of lawn mower and iron roller.

7. To sanction the following expenditure :—(i.) On account of uniforms, &c., for the special plague staff, Rs. 528.50 ; (ii.) to sanction excess of Rs. 4.50 over the approved rate of Rs. 7.50 for pair of boots supplied to Sanitary Inspector Canagasabie.—Resolved that the expenditure be sanctioned.

8. Recommendations of Standing Committees :—(1) That the claim of Mr. V. Pereira, late accountant of the Council, for pension rights for his service of 11 years under the Council be allowed.

(2) That the tax on the car owned by Mr. Bingham be waived as it is used chiefly on Municipal duties.

(3) That the excesses on votes referred to in letters of January 31 and February 10 from the Superintendent of Municipal Works and the Accountant respectively be sanctioned.

(4) That the balance of Rs. 456.88 on estimate 23, building a set of cooly lines be re-voted to be spent in cutting back the bank and extending the drains.

(5) That the Medical Officer of Health be given a travelling allowance of only Rs. 40 a month for January and February.

(6) That the payment of Rs. 111.52 for survey of encroachment at Halloluwa ferry be paid.

(7) That advances of small sums not exceeding Rs. 10 to the Board of Improvement to be settled at the end of the month be allowed.

(8) That payment of Rs. 8.68 to Market Cooly Kitnon, the amount paid by him when on sick leave to his substitute be allowed.

(9) That the record room boy be paid Rs. 6.58 for the days he worked in January.

(10) That the Assistant to the Assessment Clerk be allowed a sum of Rs. 3.50 a month for conducting Municipal sales in addition to his present allowances.

(11) That the grass land at Deyannewela be rented at Re. 1 a week to Mrs. Mudannayake.

(12) That the following estimates be passed :—(i.) Repairs to main sewer, Rs. 2,400 ; (ii.) lighting grain sheds, Rs. 269.24 ; (iii.) central switches to lamps in the dryfish market, Rs. 41.91.





## TRADE MARKS NOTICES.

95-3/-  
129469

**I**N compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Application No. 1,994.
- (2) Date of Receipt: March 23, 1921.
- (3) Applicant (Proprietor of the Trade Mark): SRI KIRUBANANDA SWAMI, No. 8, Gintupitiya street, Colombo, Ayurvedic Medical Practitioner.
- (4) Address for service in the Island, if any: —
- (5) Class: Three.
- (6) Goods: Ayurvedic medicine for human use.
- (7) Mark:



The portrait is that of the applicant.

Registrar-General's Office, F. BARTLETT,  
Colombo, April 12, 1921. Registrar-General.

**I**N compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Application No. 1,995.
- (2) Date of Receipt: March 24, 1921.

(3) Applicant (Proprietor of the Trade Mark): MACK-WOODS, LIMITED (a Company duly incorporated according to the laws of Ceylon), Gaffoor's buildings, Main street, Colombo, Tea Merchants.

- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Tea
- (7) Mark:

## CRAIG-GOWAN

*This Trade Mark has not been in use before the coming into operation of the Ordinance.*

Registrar-General's Office, F. BARTLETT,  
Colombo, April 12, 1921. Registrar-General.

**I**N compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Application No. 1,996.
- (2) Date of Receipt: April 2, 1921.
- (3) Applicant (Proprietor of the Trade Mark): CREX CARPET COMPANY (a Corporation duly organized under the laws of the State of Delaware, United States of America), 1,134, Broadway, New York City, State of New York, United States of America, Manufacturers.
- (4) Address for service in the Island: H. V. Williams & Co., 18, Chatham street, Colombo.
- (5) Class: Thirty-six.
- (6) Goods: Grass carpets, and grass rugs in the nature of carpets.
- (7) Mark:

**CREX**

Registrar-General's Office, F. BARTLETT,  
Colombo, April 12, 1921. Registrar-General.

## ROAD COMMITTEE NOTICES.

## Madulkele-Kabragala Branch Road.

**N**OTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held on Wednesday, April 27, 1921, at Madulkele Tennis Club, at 3.30 p.m.

*Business.*

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

- (a) The names of the estates (with their acreages) which are interested in and which use the road;
  - (b) The sections of the road used by these estates;
  - (c) The names of the proprietors, resident managers or superintendents, and of the agents of these estates—
- for the assessment of the moiety of cost of maintenance for the year ending September 30, 1921.

A. H. S. CLARKE,  
Deyanila, Chairman, Local Committee.  
Madulkele, April 7, 1921.

## Dotale Branch Road.

**N**OTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held on Monday, May 2, 1921, at Elkaduwa Factory at 8 a.m.

*Business.*

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

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

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1921.

H. L. ANLEY,  
Mahatenna, Chairman, Local Committee.  
Elkaduwa, April 8, 1921.

Branch Road from Norwood Bridge to Maskeliya and Moray.  
(Clearing Quarries.)

**N**OTICE 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 cost of clearing quarries on the 29th, 30th, and 31st miles of the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will

on Saturday, May 14, 1921, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 382.50
Private contributions	Rs. 392.06

Proprietors or Agents.	Estates.	Acreage.
R. Lamb	Rockwood	149
F. H. Gossage	Maskeliya	372
J. M. Robertson & Co.	Glentilt	448
Sir Thomas Lipton	Bunyan	296
Do.	Ovoea	258
J. M. Robertson & Co.	Mocha	588
Do.	Queensland	281
Do.	Craighill and Lanka	204
Whittall & Co.	Bloomfield	262
Do.	Mottingham	258
A. P. Jukes	Dunrobbin	187
Colombo Commercial Company, Limited	Emelina	205
Whittall & Co.	Brunswick	256
Do.	Caskieben	206
Do.	Midlothian	244
J. M. Robertson & Co.	Deeside	441
William Rollo (George Stuart & Co.)	Glenugie	377
Do.	Bargrove	205
G. B. de Mowbray	Dotale	108
C. H. Hood	Braemer	351½
Do.	Kelaniya	351½
Geo. Stuart & Co.	Brownlow and Tarf	583
Do.	Gangawatta	186
E. & H. A. Webb	Mousakels	278
Miss V. N. Hood	Ekolsund	305
Lewis Brown & Co.	Nyanza	394
Whittall & Co.	Lucombe and Heathfield	478
Do.	Rutherford	276
Lambert L. Pieris	Hapugastenne	606
Geo. Stuart & Co.	Kintyre	288
Do.	Bitterne	169
P. C. Adams	Ricarton and Leaston	596
A. N. Greig	Laxapana, York, and John's land	866
R. H. Price	Blantyre	239
Do.	St. Andrews	321
G. Johnson	Dalhousie	289
Do.	Situlaganga	143
A. N. Greig	Suluganga	155
E. H. Etches	Forres	387
Uplands Tea Estates Co.	Moray and Vallodolid	461
Do.	Geddes	198
Do.	Corfu	187
Do.	Rajamalle	212
L. Elwell	Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	848
Shaw Wallace & Co.	Adam's Peak	742

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, April 11, 1921.

#### St. Margaret's-Kirklees Branch Road.

(Flood Damages.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repairing flood damages on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, May 14, 1921, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 90.00
Private contributions	Rs. 92.25

#### Proprietors or Agents.

Estates. Acreage.

Lanka Plantations Company (R. G. Congrieve), J. M. Robertson & Co.	Rappahannock	474
Estates Company of Uva (J. Sungray), Whittall & Co.	Gampaha	866
Kirklees Estates Co. (George Steuart & Co., R. Lindsay White)	Kirklees	1,077
Mrs. Fanning Patterson (C. J. Patterson)	Alagolla	420
The Luckyland Tea Co., Ltd. (F. O. Charnand), George Steuart & Co.	Lucky land	372

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, April 12, 1921.

#### Padiapellella-Ellamulla Branch Road.

(Storm Damages.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repairing storm damages and for erecting a small span bridge on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, May 14, 1921, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,575.00
Private contributions	Rs. 1,614.37

#### Proprietors or Agents.

Estates. Acreage.

Central Tea Co. of Ceylon, Ltd., (R. A. Shaw)	Kabaragala	635
Colombo Commercial Co., Ltd. (A. N. Paine)	Galella	273
The Anglo-American Danish Tea Trading Co., Ltd. (G. H. Baird)	Mandaranewera	470
Colombo Commercial Co., Ltd. (A. N. Paine)	Ellamulla Group	466

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, April 12, 1921.

#### Duckwari-Ferndale Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held on Saturday, April 30, 1921, at Rangala drill shed, at 11 A.M.

#### Business.

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

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

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1921.

Ferndale estate, ALFRED H. KERR,  
Rangala, April 11, 1921. Chairman, Local Committee

#### Duckwari-Cottaganga Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held on Monday, May 2, 1921, at Cottaganga bungalow, at 2 P.M.

#### Business.

- To elect a member for the Committee in place of Mr. Westland who has left the district.

2. To consider and report to the Provincial Road Committee with regard to—

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

The maintenance estimate for the year ending September 30, 1921, amounts to Rs. 1,105.50.

Girindiella Group, E. RUSSELL COX,  
 Rangala, April 12, 1921. Chairman, Local Committee.

#### Embilmegama Allagalla Estate Cart 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 Tismode bungalow on Monday, May 2, 1921, at 3 P.M.

#### Business.

1. To consider the estimate for upkeep of the section from 4 to 5½ milestone of the above road.

2. To determine (a) the sections into which this portion is to be divided for assessment ; (b) the estates which are interested in and will use each section of the road ; (c) the acreage or reputed acreage of each of the estates ; (d) the names of the proprietors, resident managers or superintendents, and of the agents.

Tismode Group, G. C. PRICE,  
 Kadugannawa, April 13, 1921. Chairman, Local Committee.

#### Nugatenna-Deanstone Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held on Saturday, April 30, 1921, at the Dehigolla bungalow, at 2 P.M.

#### Business.

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

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

The private contribution of the maintenance estimate for the year ending September 30, 1921, amounts to Rs. 1,676.60.

Dehigolla estate, GEO. JOHNSTONE,  
 Rangala, April 15, 1921. Chairman, Local Committee.

#### Alawatugoda-Ancoombra Estate Cart Road.

(Maintenance, 1921.)

NOTICE is hereby given that the report of the Local Committee having been received, and an estimate amounting to Rs. 5,699.50 having been approved for the maintenance of the above road for the year 1921, the Provincial Road Committee, in accordance with the provisions of sections 24 and 19 of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, May 14, 1921, at 11.30 A.M., at their office in Kandy, proceed to assess the proportion due by each of the following estates to make up the contribution:—

Proprietors or Agents.	Estates.	Acreage.	Amount of Estimate.
			Rs. e.
Heirs of A. Stevenson (Mackwood & Co., Agents; W. D. Stevenson, Superintendent)	.. Craigingilt	.. 323	
1st and 2nd sections, 87 chains.			
Syston Estate Co. (George Steuart & Co., Agents; C. E. Hamilton, Superintendent)	.. Syston	.. 169	
1st and 3rd sections, 106 chains, or 1 mile and 26 chains.			
J. A. MacAllister (Aitken, Spence & Co., Agents; J. Taylor, Superintendent)	.. Barton	.. 85	

Proprietors, or Agents.	Estates.	Acreage.
Syston Estate Company (George Steuart & Co., Agents; R. de V. Godfrey, Superintendent)	.. Syston	.. 173

1st to 5th section, 186 chains, or 2 miles and 26 chains.

H. L. Cameron, Mrs. E. D. Jacob and R. R. Jenkyns (George Steuart & Co., Agents; J. Taylor, Superintendent)	.. Velana	.. 187
R. R. Jenkyns and Mrs. E. D. Jacob (George Steuart & Co., Agents; W. H. L. Cameron, Superintendent)	.. Wallsend	.. 83

1st to 6th section, 264 chains, or 3 miles and 24 chains.

W. H. Wijenaik of Lindula	.. Wijenayake's estate	.. 110
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1st to 9th section, 470 chains, or 5 miles and 70 chains.

Kandyan Hills Co., Ltd. (Carson & Co., Ltd., Agents; J. Taylor, Superintendent)	.. Pansalatenna	.. 234
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1st to 10th section, 548 chains, or 6 miles and 68 chains.

Kandy Rubber and Tea Estates, Ltd. (Messrs. Lee, Hedges & Co., Ltd., Colombo, Agents; H. Orloff Combe, Superintendent)	.. Ancoombra Group	.. 805
Doolgalla (Ceylon) Rubber Estates, Ltd. (Aitken, Spence & Co., Agents; A. C. Morgan, Superintendent)	.. Parawatta	.. 345
P. B. Nugawela	.. Nova Zembla	.. 66
The Kepitiagalla Rubber Estates, Ltd., A. C. Morgan (Agents, Harrisons & Crosfield, Ltd., Colombo)	.. Nargolla	.. 169

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

Provincial Road Committee's Office, W. L. KINDERSLEY,  
 Kandy, April 16, 1921. Chairman.

#### Maskeliya Branch Roads.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above roads will be held on Wednesday, May 4, 1921, at 3 P.M., at the Maskeliya Club.

#### Business.

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

- (a) The names of the estates (with their acreages) which are interested in and which use the roads.  
 (b) The sections of the roads used by these estates.  
 (c) The names of the proprietors, resident managers or superintendents, and of the agents of these estates for the assessment of the moieties of cost of maintenance for the year ending September 30, 1921.

	Amount of Estimate.
	Rs. e.
Norwood-Maskeliya road	.. 16,816 16
Maskeliya-Cruden road	.. 3,120 52
Norwood-Upeot road	.. 9,592 72
Brownlow-Luccombe road	.. 2,219 4
Maskeliya bridge	.. 99 49
Laxapana bridge	.. 529 29
Situlaganga bridge	.. 132 66

Emelina estate,  
 Maskeliya, April 18, 1921. RAN E. ROLFE-ROGERS,  
 Chairman, Local Committee.

**Kadugannawa-Alagalla Branch Road.**

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held on Tuesday, May 10, 1921, at Tismode bungalow, at 3 P.M.

*Business.*

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

(a) The names and acreages of the estates which are interested in and which use the road.

(b) The sections of the road used by each of these estates.

(c) The names of the proprietors, resident managers, or superintendents, and agents of these estates.

Any other business that may be brought before the meeting.

The estimate sanctioned by Government for the year ending September 30, 1921, amounts to Rs. 3,708.45.

G. C. PRICE,  
Chairman, Local Committee.

Tismoda Group,  
Kadugannawa, April 18, 1921.

**Mallawapitiya-Rambadagalle Branch Road.**

THE report of the Local Committee on the Mallawapitiya-Rambadagalle Branch Road having been received, notice is hereby given that, in accordance with the provisions of section 19 of "The Branch Roads Ordinance, 1896," the Provincial Road Committee, will on May 7, 1921, at 1 P.M., at the office of the Government Agent, Kurunegala, after hearing objections, if any, adopt, alter, modify, or confirm such report, and will proceed to assess in the manner prescribed by the said section, the proportion due by each estate on account of the moiety of the cost of maintenance during 1920-1921 of the said road.

The Local Committee have recommended that the following estates, should be assessed for the sections and on the acreage stated opposite to each:—

	Rs.	c.
Government moiety ..	8,174	78
Private contributions ..	Rs. 8,256.52	
Less unexpended balance ..	Rs. 219.49	
	8,037	03

## 1st to 2nd section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Mrs. J. A. Dona Thekala	..	
Hamine	.. Mallawapitiya	100
Mr. Simon Fernando	.. Uyandanawatta	100

## 1st to 3rd section, 1½ miles.

Mr. G. D. John Fernando	.. Uyandanawatta	60
Natchee Appa Chetty (attorney of K. M. P. R. Muttu Raman Chetty)	.. Dangahamulawatta	23
Mr. A. Tennekoon	.. (Estate sold by Mr. Modder)	70
Mr. C. P. Markus	.. Rhenil	16½

## 1st to 4th section, 2 miles.

S.S.N. Ramanathan Chetty	.. Galpottewatta	120
Mr. P. Gooneratna	.. Lizzidale alias Tarapote-watta	214

## 1st to 5th section, 2½ miles.

K. B. Dissanayake	.. Paragahamulawatta	40
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## 1st to 6th section, 3 miles.

Mrs. W. G. Rockwood	.. Galgodewatta	100
Dr. David Rockwood	.. Kotakanda	30

## 1st to 7th section, 3½ miles.

Mohamed Ali, J.P.	.. Kotakanda	100
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## 1st to 8th section, 4 miles.

Proprietors or Agents.	Estates.	Acre. ge.
Hon. Dr. H. M. Fernando	.. Aspokunawatta	321
Mrs. A. M. Abeyasekera	.. Lindapitiyewatta	56
Tingole Suppiah	.. Tingolewatta	48
Migolle Arachchi	.. Leeniagolla	30
H. D. Sasira	.. Attikkagahamulawatta	30

## 1st to 9th section, 4½ miles.

Mr. F. N. Daniels	.. Kospotuoyewatta	135
Mr. T. B. Delwita	.. Pitawelawatta	64
Mr. T. Y. Wright	.. Shakerley	1,250

## 1st to 11th section, 5½ miles.

Hon. Dr. H. M. Fernando	.. Meegastenna	164
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## 1st to 14th section, 7 miles.

Mr. L. St. G. Carey	.. Normandy	352
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## 1st to 16th section, 8 miles.

Messrs. Bosanquet & Co.	.. Pangalla	520
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## 1st to 18th section, 9 miles.

Messrs. H. Don Carolis & Sons	.. Ridi Uyanwatta	233
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## 1st to 23rd section, 11½ miles.

Mr. A. A. Barnes	.. Ridigama	1,352
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## 1st to 24th section, 12 miles.

K. M. N. M. Palaniappa Chetty	.. Mary Land alias Kaliswara	140
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## 1st to 25th section, 12½ miles.

Egoris Appuhamy	.. Veyangoda	36
Sadiris Appuhamy	.. do.	38
Mr. T. B. Delwita	.. Delwita Walawwa	24

## 1st to 28th section, 14 miles.

The Central Tea Co. of Ceylon, Limited	.. Delhena	504
Messrs. James Finlay & Co.	.. Delwita Group	2,568
Mr. R. E. S. de Soysa	.. Nella Oola	300
Messrs. Harrisons & Crossfield, Ltd.	.. Marlbe	586
Do.	.. Keppitigala	708

R. JONES-BATEMAN,  
Provincial Road Committee's Office,  
Kurunegala, April 7, 1921. Secretary.

**Mallawapitiya-Rambadagalle Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for the maintenance of the bridge on the Mallawapitiya-Rambadagalle Branch Road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on May 7, 1921, at 1 P.M., at the Kurunegala Kachcheri, proceed to assess the under-mentioned estates to make up the private contributions:—

(Estimate No. D 727.)

	Rs.	c.
Government moiety ..		60 00
Private contributions ..	Rs. 60.60	
Less unexpended balance ..	Rs. 0.83	
		59 77

Proprietors or Agents.	Estates.	Acreage.
Mr. F. N. Daniels	.. Kospotuoyewatta	135
Mr. T. B. Delwita	.. Pitawelawatta	64
Mr. T. Y. Wright	.. Shakerley	1,250
Hon. Dr. H. M. Fernando	.. Meegastenna	



Proprietors or Agents.	Estates.	Acreage.
Mr. L. St. G. Carey ..	Normandy	352
Messrs. Bosanquet & Co. ..	Pangalla	520
Messrs. H. Don Carolis & Sons ..	Ridi Uyanwatta	233
Mr. A. A. Barnes ..	Ridigama	1,352
K. M. N. M. Palaniappa Chetty ..	Mary Land <i>alias</i> Kaliswara	140
Egoris Appuhamy ..	Veyangoda	36
Sadiris Appuhamy ..	do.	38
Mr. T. B. Delwita ..	Delwita Walawwa	24
The Central Tea Co. of Ceylon, Ltd. ..	Delhena	504
Messrs. James Finlay & Co. ..	Delwita Group	2,568
Mr. R. E. S. de Soysa ..	Nella Oola	300
Messrs. Harrisons & Crossfield, Ltd. ..	Marlbe	586
Do. ..	Keppitigala	708

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

R. JONES-BATEMAN,  
Provincial Road Committee's Office,  
Kurunegala, April 7, 1921. Secretary.

#### Election of Members, Local Committee.

NOTICE is hereby given that the following gentlemen have been elected, under the Branch Roads Ordinance, No. 14 of 1896, to act as Members of the Local Committee, for the Haputale-Dambetenna road from March 28, 1921, to March 28, 1923:—

Messrs. E. F. Taylor (Chairman), E. D. Sparks, J. W. Hyde, G. Thaine Davidson:

Provincial Road Committee,  
Badulla, April 8, 1921. R. N. THAINE,  
Chairman.

#### Ceylon Government Railway.—Comparative Statement of Goods Traffic for the Month of January, 1921.

Particulars of Goods conveyed.	Month ended January 31, 1920.	Month ended January 31, 1921.	Increase in 1921.	Decrease in 1921.	Nett Increase or Decrease from October 1, 1919, to January 31, 1921.	
					Increase in 1920 to 1921.	Decrease in 1920 to 1921.
	Tons.	Tons.	Tons.	Tons.	Tons.	Tons.
Kerosine oil ..	487	365	—	122	—	322
Rubber ..	3,998	3,236	—	762	—	856
Rice ..	14,305	19,859	5,554	—	—	6,556
Tea ..	10,594	5,966	—	4,628	—	11,106
Cacao ..	452	234	—	218	—	540
Coconut produce ..	6,868	5,367	—	1,501	—	90
Fruit and vegetables ..	1,994	1,445	—	549	—	1,156
Tea and rubber packing ..	2,570	1,119	—	1,451	—	3,396
Plumbago ..	260	147	—	113	—	561
Bulk petroleum ..	619	659	40	—	—	25
Liquid fuel ..	1,327	854	—	473	—	1,509
Manure ..	19,558	2,442	—	17,116	—	55,001
Other goods ..	30,975	21,040	—	9,935	—	22,456
Railway material (open line)	8,604	11,177	2,573	—	6,237	—
Railway material (extensions)	154	1,127	973	—	2,791	—
Breakwater material ..	313	722	409	—	2,749	—
Foreign traffic ..	4,480	1,190	—	3,290	—	6,965
<b>Total ..</b>	<b>107,558</b>	<b>76,949</b>	<b>9,549</b>	<b>40,158</b>	<b>11,777</b>	<b>110,539</b>

Colombo, March 31, 1921.

G. P. GREENE,  
General Manager.