

7.171 - FRIDAY.APRIL 1921.

Part I.—General

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

, ,	AGE		PAGE	PAGE
Minutes by the Governor		Vital Statistics	808	Patents Notifications 845
Proclamations by the Governor	795	Miscellaneous Departmental Notices	839	Trade Marks Notifications
	796	Abstracts of Season Reports	840	Trade Marks Notifications 850 Local Board Notices 846
Appointments, &c., of Registrars	798	Sales of Arrack and Toll Rents		Road Committee Notices 846
Government Notifications 799 &	852	Sales of Salt and Timber		Unofficial Amouncements Specifications under "The Irrigation Ordinance" 840
Revenue and Expenditure Returns]	"Excise Ordinance" Notices	838	Specifications under "The Irrigation
	803	Proceedings of Municipal Councils	843	Ordinance " 840
Notices calling for Tenders	804	Notices to Mariners	_	Meteorological Returns Supplement
Contracts for Supplies of Stores	[Returns of Imports	839	Books registered under Ordinance
Sales of Unserviceable Articles, &c.	808	Railway Traffic Returns	852	No. 1 of 1885
		CITID DI TIMITINI	,	NO. 1 OI 1888

SUPPLEMENT:

(1) List of Registrars of Births and Deaths in Ceylon (under the Ordinance No. 1 of 1895) holding office on December 31, 1920 2) List of Registrars of Marriages in Ceylon (under the Ordinance No. 19 of 1997) holding office on December 31, 1920 3) List of Registrars of Kandyan Marriages in Ceylon (under the Ordinance No. 3 of 1870) holding office on December 31,

List of Officiating Levvais and Muhammadan Registrars (under the Ordinance No. 8 of 1886) helding office on December 31 3020. List of all Buildings registered for the solemnization of Christian Marriages and not cancelled up to December 31, 1920.

PROCLAMATIONS BY THE GOVERNOR.

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

PROCLAMATION.

By His Excellency Sir William Henry Manning, Knight 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.

HEREAS by section 34 (1) of "The Ceylon Railways Ordinance, 1902," it is enacted that it shall be lawful for the Governor from time to time to declare by Proclamation any road or path which the railway may cross to be a "minor crossing," and whether such "minor crossing" shall be closed by gates or not:

And whereas it is expedient to declare the road which the railway crosses between Killinochehi siding and Paranthan station, in the Northern Province, and set out in the schedule hereto, to be a "minor crossing" for the purpose of the said Ordinance:

Now know Ye that We, the Governor, in exercise of the power in Us vested as aforesaid, do hereby declare the said road to be a "minor crossing" for the purpose of the said Ordinance, as from and after May 10, 1921, and that such "minor crossing" shall not be closed by gates.

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

By His Excellency's command,

GRAEME THOMSON, Colonial Secretary

GOD SAVE THE KING

SCHEDULE, Description.

Mileage.

206 15 Cart road Class

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.

NOW Ye that We, the Governor, with the advice and consent of the Executiv Council, in the exercise of the powers in Us vested by "The Police Ordinance, 1865," as amended by "The Police (Amendment) Ordinance, No. 39 of 1916," and in pursuance of the necessary determinations and appointments made under section 34 of the said Ordinance, do hereby declare that for the purpose of the tax payable under the said section in the expense of the police payable by the town of Kegalla (as defined by the Proclamation dated March 2, 1921), We do appoint the percentage of $2\frac{1}{2}$ per centum as the percentage payable as from and after April 1, 1921, on the bona fide annual value of the houses, buildings, lands, and tenements liable under the said section, subject to the exceptions in the said section contained:

It is hereby notified that the Proclamation dated May 29, 1917, in cancelled as from and after April 1, 1921.

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

By His Excellency's command,

GOD SAVE THE KING.

GRAEME THOMSON, Colonial Secretary.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 140 of 1921.

IS EXCELLENCY THE GOVERNOR has been pleased, with the sanction of the Secretary of State for the Colonies, to approve the following appointments in the Supreme Court Registry, with effect from March 21, 1921:—

Mr. G. O. GRENIER to be First Deputy Registrar, and to act as Registrar.

Mr. C. W. GOONEWARDENE to be Second Deputy Registrar, and to act as First Deputy Registrar.

 Mr. E. W. GOONERATNE to be Third Deputy Registrar, and to act as Second Deputy Registrar.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 28, 1921. Graeme Thomson, Colonial Secretary.

No. 141 of 1921.

HIS EXCELLENCY THE GOVERNOR has been pleased, by virtue of the powers in him vested by Article IV. of the Royal Instructions, dated November 24, 1910, to appoint Mr. Federick Bowes, C.M.G., to be, provisionally, a Member of the Executive Council of the Island of Ceylon, in the place of the Hon. Mr. ROBERT BAILEY HELLINGS, with effect from April 28, 1921, until further orders.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 28, 1921. Graeme Thomson, Colonial Secretary.

No. 142 of 1921.

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

Mr. H. T. CREASY to act as Director of Public Works, with effect from April 19, 1921, during the absence of the Hon. Mr. T. H. CHAPMAN, O.B.E., V.D., from the Island, or until further orders.

Mr. S. PHILLIPSON to act as Office Assistant to the Government Agent, North-Central Province Additional Police Magistrate, Anuradhapura; and Additional Superintendent of the Anuradhapura Prise with effect from April 25, 1921, until further orders:

- Mr. M. S. SRESHTA to act as District Judge and Additional Commissioner of Requests, Kandy, and Visitor of the Prisons at Kandy, with effect from May 1, 1921, until further orders.
- Mr. V. S. WIKRAMANAYAKA to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, vice Mr. A. H. Egan, on May 4, 1921, or until the resumption of duties by that officer.
- Mr. S. A. Martin to act as District Judge and Additional Police Magistrate, Chilaw, vice Mr. C. Coomaraswamy, on April 25 and 26, 1921, or until the resumption of duties by that officer.
- Mr. S. A: Martin to act as District Judge and Additional Police Magistrate, Chilaw, vice Mr. C. COOMARASWAMY, on April 28, 1921, or until the resumption of duties by that officer.
- Mr. T. A. Hodson to be, in addition to his own duties, Additional District Judge, Kalutara, on May 7, 1921.
- Mr. G. P. Keuneman to act as Commissioner of Requests and Police Magistrate and Additional District Judge, Matara, vice Mr. C. E. Jones, on May 2, 1921, or until the resumption of duties by that officer.
- Mr. S. Fernando to act as Commissioner of Requests and Police Magistrate, Panadure, vice Mr. V. Coomaraswamy, on April 27, 1921, or until the resumption of duties by that officer.
- Mr. G. M. Rennie to be Additional Police Magistrate, Nuwara Eliya-Hatton, with effect from April 29, 1921, until further orders.
- Mr. R. H. WHITEHORN to be Additional Police Magistrate, Mullaittivu, for April 29, 1921.
- Mr. HAROLD T. CREASY, Acting Director of Public Works, to be a member of the Board of Improvement Commissioners, Colombo, vice Mr. T. H. CHAPMAN, Director of Public Works, who has left the Island.
- Mr. A. M. CARMICHAEL to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kandy.
- Mr. C. E. A. Dias to be an Additional Member of the District Road Committee, Kalutara, for the period ending December 31, 1921, vice Mr. A. COOMBE.

4 Mr. R. RAGUNATHER to be an Inquirer for the division of Vaddukkoddai, in the District of Jaffna, vice Mr. A. MURUKESAPILLAI.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 28, 1921. GRAEME THOMSON, Colonial Secretary.

No. 143 of 1921.

IS EXCELLENCY THE GOVERNOR has been pleased to order that Mr. H. R. R. Blood, Cadet on the Civil Establishment, be attached to the Kandy Kachcheri, with effect from April 27, 1921.

Mr. H. R. R. Bloop to be Additional Police Magistrate, Kandy, with effect from April 27, 1921, until further

By His Excellency's command,

Colonial Secretary's Office. Colombo, April 27, 1921.

GRAEME THOMSON, Colonial Secretary.

No. 144 of 1921.

TEADS of Departments are hereby authorized to accept the signature of Mr. G. C. GRIFFITH on behalf of the Chief Construction Engineer, Railway Extensions, from April 28, 1921, during the absence of Mr. F. W. BAKEWELL, or until further orders.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 27, 1921. GRAEME THOMSON, Colonial Secretary.

No. 145 of 1921.

IS Excellency the Governor has been pleased to nominate Mr. J. B. Coles to be a member of the Sanitary Board, Kandy, vice Mr. A. S. LONG-PRICE.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 25, 1921. GRAEME THOMSON, Colonial Secretary.

No. 146 of 1921.

IS EXCELLENCY THE GOVERNOR has been pleased to nominate Mr. L. B. BULANKULAMA to be a member of the District School Committee, Anuradhapura, for the period ending December 31, 1922.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 26, 1921. GRAEME THOMSON, Colonial Secretary.

No. 147 of 1921.

IS EXCELLENCY THE GOVERNOR has been pleased, under section 8 of Ordinance No. 8 of 1907, to nominate Rev. Father L. BEERNAERT, S.J., to be a member of the District School Committee, Kegalla, vice Rev. Father A. M. VERSTRAETAN.

By His Excellency's command.

Colonial Secretary's Office, Colombo, April 26, 1921. GRAEME THOMSON, Colonial Secretary.

No. 148 of 1921.

IIIS EXCELLENCY THE GOVERNOR has been pleased, under section 4 of Ordinary under section 4 of Ordinance No. 6 of 1907, to appoint the following to be members of the Plant Pests Board, Trincomalee, for a period of three years from May 1, 1921:—

Mr. S. TIYAGARAJA.

Mr. A. Pearson.

Mr. S. E. ABDUL RASOOL. Mr. M. M. SUBRAMANIAM.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 27, 1921.

GRAEME THOMSON. Colonial Secretary. No. 149 of 1921.

IS Excellency the Governor has been pleased to appoint the following as Inquirers for the divisions in the District of Batticaloa named against

Mr. A. H. L. CASINADER, Puliyantivu and Koddaimunai.

Mr. T. SINNATAMPI, Karavaku.

Mr. N. NAKAMANIPILLAI, Sammanturai.

By His Excellency's command.

Colonial Secretary's Office, Colombo, April 22, 1921. GRAEME THOMSON. Colonial Secretary.

No. 150 of 1921.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. Mahawasala Tantrimudalige JOSEPH PATRICK PERCIVAL DE JACOLYN SENEVIRATNE, of "Carlton," Temple road, Colombo, to be a Notary Public at Avissawella and throughout the judicial division of Avissawella, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 22, 1921. GRAEME THOMSON, Colonial Secretary.

No. 151 of 1921.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. SINNIAH KANAGASABAI, of "Glendale," Galpotta street, Colombo, to be a Notary Public at Colombo and throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 25, 1921. GRAEME THOMSON, Colonial Secretary.

No. 152 of 1921.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. CANAGASABAI YOGARATNAM, of Drift," Lewis place, Negombo, to be a Notary "Sea Drift," Public at Negombo and throughout the judicial division of Negombo, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 22, 1921. GRAEME THOMSON, Colonial Secretary.

No. 153 of 1921.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. MENDIS LEOPOLD MARASINGHE, of Nattandiya, to be a Notary Public at Chilaw and throughout the judicial division of Chilaw, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 22, 1921.

GRAEME THOMSON, Colonial Secretary.

No. 154 of 1921.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. Subramaniam Pasupathy, of Kurunegala, to be a Notary Public at Kurunegala and throughout the judicial division of Kurunegala, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 22, 1921. GRAEME THOMSON, Colonial Secretary

APPOINTMENTS, &c., OF REGISTRARS.

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

WIRASEKERA NISI MUDIYANSERALAHAMILLAGE NILA-WATURA WALAWWE WIRAKOON LOKU BANDA to act as Registrar of Births and Deaths, and of Marriages (Kandyan and General) of Uda Hewaheta No. 5 division, in the Kandy District of the Central Province, for eleven days, with effect from April 20, 1921, vice W. N. RAN BANDA, on leave. His office will be at Nilawatura Walawwawatta in Hanguranketa.

WEERASURIA WIJESUNDARA RAJAPAKSA WASALA MUDI-VANSELAGE KALU BANDA provisionally as Registrar of Births and Deaths, and of Marriages (Kandyan and General) of Pata Hewaheta No. 1 division, in the Kandy District of the Central Province, with effect from April 24, 1921, vice P. B. Leula, deceased. His office will be at Meegammanawatta in Hippola.

ALBERT NEWTON ELIVATAMBY as Deputy Medical Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, with effect from May 1, 1921, vice S. T. KANDIAH, transferred, His office will be at the Civil Hospital, Kalmunai.

BATUWITAGE ARNOLIS to be Deputy Medical Registrar of Births and Deaths of Puttalam town division, in the Puttalam District of the North-Western Province, with effect from April 29, 1921, vice Deputy Medical Registrar, P. B. N. NILLEGODA, transferred. His office will be at the Civil Hospital, Puttalam.

Daniel Denis Peiris as Registrar of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, with effect from May 1, 1921, vice Registrar, A. W. Rosa, transferred. His office will be at the Land Registry, Chilaw.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 25, 1921. GRAEME THOMSON, Colonial Secretary.

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

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. W. Balendra to act as Registrar of Births and Deaths of Colombo Municipality No. 3 division, in the Colombo District of the Western Province, on April 21, 1921, during the absence of the Registrar, Dr. A. C. Fernando, on leave. His office will be at 229, Dematagoda road, Maradana.

The Additional Assistant Provincial Registrar, Kalutara, has appointed Don Henry Richard Wijesinha Kannangara to act as Registrar of Births and Deaths of Bandaragama division, and of Marriages (General) of Adikari pattu division, in the Kalutara District of the Western Province, for April 20, 1921, during the absence of the Registrar, D. G. Jayasekera, on leave. His office will be at Galpottewatta in Bolabotuwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed Don Charles Edirimanna to act as Registrar of Births and Deaths of Uduwara division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, for two days from April 22, 1921, during the absence of the Registrar, Cecil Tilakaratna, on leave. His office will be at Ampitigala Walauwan Ampitigala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed Galagama Achchige Don Seemon Jayawardena to act as Registrar of Births and Deaths of Rayigama division, and of Marriages (General) of Adikari pattu division, in the Kalutara District of the Western Province, for eight days from April 25, 1921, during the absence of the Registrar, K. D. P. Gunatilaya, on leave. His office will be at Sittigewatta in Gelanigama.

The Additional Assistant Provincial Registrar, Kalutara, has appointed Don John Jayawardena to act as Registrar

of Births and Deaths of Magura division, and of Marriages (General) of Maha pattu south division, in the Kalutara District of the Western Province, for fifteen days from April 26, 1921, during the absence of the Registrar, D. J. JAYAWARDENA, on leave. His office will be at Arachchigewatta in Badureliya.

The Additional Assistant Provincial Registrar, Kandy, has appointed Kalukumara Bandaralage Seneviratne Bandara to act as Registrar of Births and Deaths, and of Marriages (General) of Harispattu No. 3 division, in the Kandy District of the Central Province, for thirty days from April 20, 1921, during the absence of R. M. M. Kiri Banda, on leave. His office will be at Mahagedarawatta in Mullegama, and additional office at Pallegedarawatta in Ankumbura on Wednesdays.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed Abraham de Alwis Goonetilleke to act as Registrar of Births and Deaths of Udapane division, and of Marriages (General) of Kotmale (excluding the portion included in gravets division), in the Nuwara Eliya District of the Central Province, for thirty days from May 9, 1921, during the absence of the Registrar, S. de Alwis Goonetilleke, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Matale, has appointed WILLIAM HERAT WICKRAMARATNA to act as Registrar of Births and Deaths of Udugoda Udasiya pattu division, and of Marriages (General) of Matale North division, in the Matale District of the Central Province, for nine days from April 30, 1921, during the absence of the Registrar, W. H. MUDIYANSE, on leave. His office will be at Dansele-kumburepillewa in Akurambodà.

The Additional Assistant Provincial Registrar, Matara, has appointed Don Cornells Abayawickreme to act as Registrar of Births and Deaths of Morawaka division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for thirteen days from April 25, 1921, during the absence of the Registrar, M. Don Luvis, on leave. His office will be at Wellewatta in Waralla.

The Additional Assistant Provincial Registrar, Matara, has appointed Don John Wijesinha to act as Registrar of Births and Deaths of Matara Four Gravets No. 3 division, and of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern Province, for five days from April 25, 1921, during the absence of the Registrar P. D. J. Wijesinha, on leave. His offices will be at Ganga-addarawatta in Pallimulla and Sattambigewatta in Weraduwa.

The Assistant Provincial Registrar, Mullaittivu, has appointed Mailvagana Mudaliyar Cuttytamby to act as Registrar of Marriages (General) of Maritime pattus division, in the Mullaittivu District of the Northern Province, for thirty days from April 6, 1921, during the absence of the Registrar, K. U. Thampaiah Mudaliyar, deceased. His office will be at Mullaittivu.

The Assistant Provincial Registrar, Kurunegala, has appointed Tennakonmudiyanselage Kiri Banda Tennakon to act as Registrar of Births and Deaths of Mahagalboda Egoda korale division, and of Marriages (General) of Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, for twenty-one days from May 1, 1921, during the absence of the Registrar, H. M. Keerala, petired. His office will be at Meegahamulawatta in Malagomuwa.

The Assistant Provincial Registrar, Badulla, has appointed HAPUGOLLE RATNAYAKA MUDIYANSELAGE PUNCHIRALA to act as Registrar of Births and Deaths of Mahapalata division, and of Marriages (General) of Udukinda division, in the Badulla District of the Province of Uva, for fifteen days from April 25, 1921, during the absence of the Registrar, E. M. P. BANDA, on leave. His office will be at Kabillewela.

Registrar-General's Office, Colombo, April 26, 1921. F. BARTLETT, Registrar-General. T is hereby notified that KATHIRKAMATAMBY NALLA-TAMBY, Registrar of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, will, with effect from May 1, 1921, hold his office at Mandapathadivalavu in Kalmunai, instead of at Kalmunai, as notified in the Government Gazette No. 7,146 of December 3, 1920.

Registrar-General's Office, Colombo, April 21, 1921. F. BARTLETT, Registrar-General. T is hereby notified that BELLANTUDA-ACHCHIGE DON BASTIAN, Registrar of Births and Deaths of Kahatuduwa, and of Marriages (General) of Udugaha pattuwa, in Salpiti korale of the Colombo District, in the Western Province, will, with effect from May 1, 1921, hold an additional office at Elibessewatta in Jamburaliya on Tuesdays.

Registrar-General's Office, Colombo, April 21, 1921. F. BARTLETT, Registrar-General.

GOVERNMENT NOTIFICATIONS.

"THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920."

The Constituency of the Western Province (Division B).

NOTICE is hereby given that Mr. Edward Walter Perera Senanayeke Wijeratne Jayatilleke, of Walauwa Kotte, has been duly elected as Member of the Legislative Council for the above-named constituency.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 23, 1921. GRAEME THOMSON, Colonial Secretary.

"THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920."

The Constituency of the Central Province.

Notice is hereby given that Mr. Abraham Charles Gerard Wijeyekoon, of Kandy, has been duly elected as Member of the Legislative Council for the above-named constituency.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 23, 1921. GRAEME THOMSON, Colonial Secretary.

"THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920."

The Constituency of the Northern Province.

NOTICE is hereby given that Mr. Wytialingam Duraiswamy, of Jaffina, has been duly elected as Member of the Legislative Council for the above-named constituency.

Colonial Secretary's Office, Colombo, April 23, 1921. By His Excellency's command,

GRAEME THOMSON,

Colonial Secretary.

"THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920."

The Constituency of the North-Central Province.

OTICE is hereby given that Mr. Don Simon Dias Krisnaratne, of Anuradhapura, has been duly elected as Member of the Legislative Council for the above-named constituency.

By His Excellency's command,

GRAEME THOMSON, Colonial Secretary.

Colonial Secretary's Office, Colombo, April 23, 1921.

"THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1929."

The Constituency of the Province of Sabaragamuwa.

NOTICE is hereby given that the Reverend Jayawardana Welatantirige Edwin Boteju, of Ratnapura, has been duly elected as Member of the Legislative Council for the above-named constituency.

By His Excellency's command,

GRAEME THOMSON, Colonial Secretary

Colonial Secretary's Office, Colombo, April 23, 1921. IT is hereby notified that an examination under the regulations of December 17, 1920, for gentlemen in the Civil Service will be held in the Council Chamber on Monday, July 11, 1921, at 10.30 A.M., and following days, namely:—

Monday, July 11 * .. Sinhalese Tuesday, July 12 * .. Law Wednesday, July 13 * .. Law Thursday, July 14 Friday, July 15 Law and Accounts

. Tamil

If necessary, the examination in Tamil will be extended to Saturday, July 16, 1921.

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

Candidates are required to send in their names so as to reach this office not later than June 20, 1921.

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

The hours of examination will be from 10.30 a.m. to 1.30 p.m. and from 2 p.m. to 5 p.m., exclusive of the viva voce examinations, which will be specially arranged for.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 25, 1921. GRAEME THOMSON, Colonial Secretary.

IT is hereby notified that the under-mentioned gentlemen have passed the examination prescribed under the regulations dated December 17, 1920:—

		First Ex	amine	ation.				
		Law. Per Cent		Accounts. Per Cent.		Sinhalese, Per Cent.		Tamil. Per Cent.
Mr. C. E. Arndt				62		64	, .	
Mr. G. N. Farquhar		61		53		58		
Mr. P. J. Hudson		40		46 *		39		
Mr. E. W. Kannangara		58		58				47
Mr. H. P. Kaufmann	·	71		53				35
Mr. S. Phillipson	• •	53		53	• •	51		
		Second E	lxami	nation.				•
Mr. A. N. Hutt		61		78		62		44
Mr. M. H. Kantawala		76		86		77		61
Mr. V. P. Redlich	••			75		78		39

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 25, 1921. GRAEME THOMSON, Colonial Secretary.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of "The Cemeteries and Burials Ordinance, No. 9 of 1899," and on the recommendation of the "proper authority," to wit, the Government Agent, Western Province, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground from the date hereof.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 25, 1921. Graeme Thomson, Colonial Secretary.

SCHEDULE.

Lot 21356 in preliminary plan 13,300. Name of land: Kehelhena.

Situation: Diddeniya, Kaluaggala peruwa, Hewagam korale, Colombo District. Boundaries: North, wela; east, wela; south, Crown land; west, wela.

Extent: 3 acres and 32 perches.

Community: Communal burial ground.

IT is hereby notified for general information that His Majesty the King has been pleased to approve that Orders (including the riband of a Knight Grand Cross), Decorations, and Medals should be worn with the white uniform at Court in the United Kingdom.

By His Excellency's command,

Colombo, April 26, 1921.

GRAEME THOMSON, Colonial Secretary, IT is hereby notified that the under-mentioned officers have passed the departmental examinations noted against their names:—

Police Department.

Mr. G. S. Baker-Tamil (1st).

Capt. S. G. Notley Sinhalese (2nd).

Agricultural Department.

Mr. S. Thurai Raja—Tamil. Mr. N. K. Jardine—Tamil. Mr. T. H. Holland-Tamil,

Railway Department.

Mr. W. J. Mackenzie-Sinhalese.

Mr. H. Mills-Tamil.

By His Excellency's command,

GRAEME THOMSON, Colonial Secretary.

Colombo, April 25, 1921.

T is hereby notified that the under-mentioned gentlemen have passed the examination in riding for which they presented themselves on April 14, 1921:—

Mr. C. E. Arndt. Mr. G. N. Farquhar. Mr. P. J. Hudson. Mr. S. Phillipson.

Colonial Secretary's Office, Colombo, April 25, 1921. By His Excellency's command,
GRAEME THOMSON,
Colonial Secretary.

DURSUANT to the 2nd section of the Pension Minute of December 9, 1908, it is hereby notified that the holder of the office specified below is entitled to pension:—

Railway Telegraphy Department.

Assistant Engineer, Railway Telegraphs.

Colonial Secretary's Office, Colombo, April 23, 1921. By His Excellency's command,

GRAEME THOMSON,

Colonial Secretary.

"THE PETROLEUM ORDINANCE, 1887."

T is hereby notified that rule 13 of the rules made by the Governor in Executive Council, under the provisions of "The Petroleum Ordinance, 1887," to regulate the possession and storage of petroleum not exceeding 50,000 gallons in minor installations, and published in Gazette No. 7,167 dated April 8, 1921, has been amended to read as follows:—

Amended Rule 13.

13. No installation or storage shed shall be open, and no work in any installation or storage shed shall be permitted between sunset and sunrise; provided that in cases where electric lighting is exclusively used, night working may be permitted by the local authority.

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

Colonial Secretary.

"THE CRIMINAL PROCEDURE CODE (AMENDMENT) ORDINANCE, No. 31 of 1919."

HIS Excellency the Governor has been pleased, under section 326 A of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 31 of 1919, to appoint the following ladies and gentlemen as Probation Officers for the Judicial Districts noted above their names for a period of twelve months from April 1, 1921:—

Colombo District.

The Rev. G. A. F. Senaratne; Mr. Martinus C. Perera; Mr. M. A. Arulanandan; Mr. C. H. Z. Fernando; Dr. Hector Fernando; Dr. P. Felix Fernando; Dr. C. A. Hewavitarane; Mr. R. Nadarajah; Mr. D. E. T. Jayakoddy; Mr. J. R. Grieve; Mudaliyar J. A. Salgado; Mr. B. O. Pullenayagam; Mr. P. G. de Silva; Mr. J. C. Jansz; Mr. D. E. Wijesekera, Mudaliyar of Colombo; Mr. G. W. de Fonseka, Mudaliyar of Salpiti korale; Dr. H. I. Fernando

Panadure District.

Dr. H. I. Fernando; Mr. C. P. de Silva; Mr. Edmund Pieris, Mudaliyar of Panadure and Kalutara totamunes; Mr. D. A. Emilian, Mudaliyar of Rayigam korale; Mr. C. E. A. Dias; Mr. Solomon Fernando; Mr. P. A. Guneratne Mr. A. W. Tilly; Mrs. P. S. Rodrigo (E. Caroline Rodrigo).

Avissawella District.

Mr. C. J. Marshall; Mr. C. Brereton; Mr. G. A. D. Bandaranayake, Mudaliyar of Hewagam korale; Mr. J. P. Obeyesekera, Mudaliyar of Siyane korale east.

Henaratgoda-Pasyala District.

Mr. C. I. Greene; Miss Hannah Topper; Mr. John A. Perera; Mr. L. de Livera, Mudaliyar of Siyane korale west; Mr. T. F. Abeyekoon, Mudaliyar of Alutkuru korale south; Mr. J. P. Obeyesekera, Mudaliyar of Siyane korale east.

Negombo District.

Mr. John Perera; Mr. D. L. E. Amarasinghe; Mrs. J. E. de Zoysa; Mr. L. A. Dasanayake, Mudaliyar of Hapitigam korale; Mr. C. H. A. Samarakkody, Mudaliyar of Alutkuru korale north.

Kalutara District.

Mr. D. T. Perera, Mudaliyar of Pasdun korale west; Mr. J. J. de Mel, Mudaliyar of Pasdun korale east; Mr. Arnold Gunawardena; Mr. O. G. D'Alwis; Mr. W. N. Gunawardena; Mr. M. M. Mohammadu Zeindeen; Mr. A. de Abrew; Mr. F. A. Griffith; Mr. W. H. Hepponstall; Miss Stella Orr; Mr. D. Davidson; Mr. H. E. Candy; Mr. A. D. Callander; Mr. K. A. Burné.

Jaffna District.

Mr. V. M. Muttukumaru, Maniagar, Jaffna; Mr. J. N. Sandrasegara, Maniagar, Valikamam West; Mr. Ratna Mailvaganam, Maniagar, Valikamam East; Mr. V. S. S. Coomaraswamy; Mr. J. V. Chelliah; Mr. M. Muttuvelu; Mr. W. Weerasingam; Mr. Chelliah H. Cook; Mr. S. A. Theagarajah; Mr. R. P. Weerasingham, Udaiyar, Navaly; Mr. Kandappar Sellappa, Udaiyar, Araly; Mr. A. Manikkavasagar, Udaiyar, Manippay; Mr. Namasivayam, Saminather; Mr. Arumugam Kanapatipillai, Acting Udaiyar, Cheddiakurichchy; Mr. Sinnatamby Vallipuram, Udaiyar, Kollakurichchy; Mr. Sinnatamby Kumarasamy, Udaiyar, Pallavarayakaddu; Mr. Vaitilingam Kanapatipillai, Udaiyar, Tunukkai; Mr. W. G. Spencer; Mr. R. R. B. Kumarakulasingam, Maniagar, Valikamam North; Mr. N. Kanagarayapillai, Udaiyar, Uduvil; Mr. Akilaser Tillanather, Udaiyar, Mallakam; Mr. Eliatamby Thanmavarather, Udaiyar, Tellippalai; Mr. Vinayar Arunasalam, Udaiyar, Pallai; Mr. Katirkamar Arumugam, Udaiyar, Mayliddy; Mr. A. S. Arulampalam; Mr. S. Thampapillai, Udaiyar, Chulipuram; Mr Yannithamby, Kanapatippillai, Udaiyar, Mathagal; Mr. M. Somasundaram, Maniagar, Kayts; Mr. Allen Abraham.

Point Pedro-Chavakachcheri District.

Mr. K. Chinnatamby, Maniagar, Vadamaradchchi West; Mr. V. Mudlr. Chillampalam, Maniagar, Vadamaradchchi East; Mr. Nagalinga Mudlr. Sitamparappillai; Mr. Vyravippillai Muttuvelu; Mr. Nagappar Subramaniam; Mr. M. Muttukumaraswamy, Maniagar, Tenmaradchi; Mr. V. Chelliah, Maniagar, Pallai; Mr. M. J. Pillainayakam, Maniagar, Karachchi; Mr. H. G. Maddock.

Mannar District.

Mr. B. J. Arasaratnam; Mr. M. M. Nilamadin, Udaiyar, Mannar East; Rev. Father J. Loblay, O.M.I.; Mr. M. L. M. Muhammadu Cassim, Udaiyar, Musalai North; Mr. T. Gabriel Perera, Police Vidane, Mantai.

Mullaittivu District.

Mr. C. Arumugam, District Mudaliyar, Vavuniya North; Mr. C. Ambalavanar, District Mudaliyar, Vavuniya South; Mr. K. A. Kapuruhami, Ratemahatmaya, Vavuniya South (Sinhalese Division).

Galle District.

Mr. D. W. Subasinha; Mr. J. P. de S. Adihetti; Mr. William Wijesekera; Mr. Augustine Wijesekera; Mr. Benchis Dias Dahanayaka; Mr. E. A. Weerasinghe, Mudaliyar of Hinidum pattu; Mr. W. H. P. W. Gunawardena, Mudaliyar of Gangaboda pattu; Mr. E. D. Bowman.

Matara District.

Mr. W. A. Amerasekera, Mudaliyar, Four Gravets; Mr. S. W. Illangakoon, Mudaliyar, Weligam korale; Mr. P. W. F. de Livera, Mudaliyar, Morowak korale; Mr. H. E. Wickremaratne Mudaliyar, Wellaboda pattu; Mr. W. A. Perera, Mudaliyar, Gangaboda pattu; Mr. G. E. Gooneratne, Mudaliyar, Kandaboda pattu.

Tangalla District.

Mr. F. E. La Brooy; Rev. T. C. J. Peirs; Mr. I. L. M. Usuph.

Balapitiya District.

Mr. G. Ranasooriya; Mr. H. J. M. Wickremaratna; Mr. Nicholas de Alwis.

Kurunegala District.

Mr. P. B. Madahapola, Ratemahatmaya, Wanni hatpattu; Mr. J. G. Tennekoon, Ratemahatmaya, Hiriyala hatpattu; Mr. T. B. Madawala, Ratemahatmaya, Wanni hatpattu; Mr. A. Marambe, Ratemahatmaya, Dewamedi hatpattu; Mr. L. Nugawela, Ratemahatmaya, Katugampola hatpattu; Mr. T. H. E. Moonemalle, President, Wanni hatpattu; Mr. A. V. Herat, President, Hiriyala hatpattu; Mr. T. W. Maralande, President, Weudawili hatpattu; Mr. E. de Silva, President, Dambadeni hatpattu; Mr. W. W. Doratiyawe, President, Dewamedi hatpattu; Mr. W. W. Doratiyawe, President, Dewamedi hatpattu; Mr. W. C. Jayatilleke, President, Katugampola hatpattu; Mr. P. A. C. Eknelligoda, Gravets Mudaliyar, Kurunegala.

Chilaw District.

Mr. J. E. Corea, Mudaliyar, Pitigal korale north; Mr. C. G. de Alwis, Mudaliyar, Pitigal korale south Mr. C. A. Abeyeratne, President, Chilaw; Mr. J. W. de Silva, Muhandiram, Pitigal korale north. *

Puttalam District.

Mr. J. H. Illangantilaka, Ratemahatmaya, Demala hatpattu; Mr. W. R. H. Wijesingha, Mudaliyar, Puttalam pattu; Mr. R. H. Abaysekera, Mudaliyar, Puttalam Gravets; Mr. M. H. Bandaranayake, President, Demala hatpattu.

 $Anuradha pura\ District.$

Mr. B. Tennakoon, Gravets Mudaliyar, Anuradhapura; Mr. L. B. Bulankulame, Ratemahatmaya, Nuwaragam palata; Mr. K. B. Panakokke, Ratemahatmaya, Hurulu palata; Mr. T. B. Palugaswewa, Ratemahatmaya, Kalagam palata.

Batticaloa District.

The Rev. Father C. Reichard; the Rev. G. F. Thompson; the Rev. J. R. Tambimuttu; the Rev. Father H. Bury; the Rev. T. S. Vethanayagam; Mr. T. Stanley Green; Mr. S. W. A. Canagasabey, Vanniah Mudaliyar, Manmunai North; Mr. A. K. Kariapper.

Trincomalee District.

Mr. J. V. Ayampillai, Town Vanniah, Trincomalee; Mr. K. Vairamuttu, Vanniah, Koddiyar pattu; Mr. A. Muttiah, Udayar, Kaddukkulam pattu east; Mr. V. Pinhamy, Korala, Kaddukkulam pattu west; Mr. P. Sivasagaram; Mr. S. C. Thevathasan; Mr. M. I. A. Rasool; the Rev. Father L. Dupont; the Rev. E. T. Selby.

Colonial Secretary's Office, Colombo, April 28, 1921. By His Excellency's command, GRAEME THOMSON, Colonial Secretary.

(Continued on page 852.)

ONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of March, 1921:--Note Account. Rs. 79.301,970 Total Stock on February 28, 1921 125,551,304 In vault on March 31, 1921 48.184,334 Add Notes received in March, 1921 3,150,000 In circulation on March 31, 1921 128,701,304 Deduct Notes destroyed in March, 1921 1,215,000 127,486,304 127,486,304 2.—Reserve Account. Rs. 29,966,007 39 Coin received for Notes in circulation 48,184,334 Securities at cost 14,823,487 30 Excess of reserve over Notes in circulation Coin in vault Cash at call at Madras, pending shipment of 45,179. 3,349,660 28 Excess of Notes in circulation over reserve 48,184,334 48,184,334 48,182,269 -Average amount of Notes in circulation during the month 14,821,422 Average amount of Coin in vault during the month 4.—Details of Investments and Securities. Market Value. Face Value. Purchase Value. Face Value. Rs. Rs. Rs. 4,336,317 17 Colonial Securities 6,678,311 88 6,210,224 46 667.831 2,970,962 62 349,011 15 3,162,785 33 War Loan, 5 per cent. 3,490,117 62 212,220 Exchequer Bonds, 5 per cent. . . 21,600 216,000 216,000 0 1,669,919 42 175,316 National War Bonds, 5 per cent. 9 1,753,164 75 1,742,105 87 49,991 96 Funding Loan, 4 per cent. 7.091 70,910 58 56,728 46

96,000 14

Total

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

960,007 29

15,838,700

2,525,000

371,100

37,903,312 12

Commissioners of Currency

24,917,883 79

540,004 12

368,316 75

12,314,589 25

2,455,562 50

860,124

14,880,329 89

371,000

29,966,007 39

2,466,609 38

0

Currency Office. Colombo, April 8, 1921.

Indian 3½ per cent. Stock, Sterling Indian 5 per cent. War Loon . .

Indian 6 months' Treasury Bills

Government of India 6 per cent. Bonds

Comparative Monthly Return of Revenue from October, 1917, to December, 1920.

•		1917–18. Rs.		1918–19. Rs.	•	1 91 9–20, Rs.		1920-21. Rs.
October		6,065,183		4,979,108		7.357.965		6,012,849
November		5.746.166	• •	4,603,495		5,680,297		5,843,278
December		5,097,971		3,680,091		7,865,674	• •	4,664,469
January		5,608,309		7,242,264	,	7,491,041		,
February	* *	4,836,838	• • •	5,075,981	• • **	6,933,963	•	•
March		4,994,2 6 5		6,376,317		8,409,626		
April		5,750,101		5,994,045		5,552,665		
May	• •	4,955,270		5,095,323		5,831,981		
June		4,867,510		4,650,722		6,113,917		
July		5,344,873		7,834,176		6,167,476		•
August		4,997,198	• •	7,713,113		6,330,186		
Septemb er	• •	5,669,945	• •	6,826,306	••	7,465,627		
Total	• •	63,933,629		70,070,941	-	81,200,418		

General Treasury, Colombo April 26, 1921. BERNARD SENIOR. Colonial Treasurer.

NOTICES CALLING FOR TENDERS.

ENDERS are hereby invited for the services named in the schedule hereunder for the period commencing from October 1, 1921, and terminating on September 30, 1922.

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.

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

Tenders should be marked "Tender for Diets, Hosptial," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on May 17, 1921.

The tenders are to be made upon forms which will be supplied upon application at the Office of the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and

rejected. A cash deposit according to the schedule hereunder will be required to be made at any Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, 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 to the contract. No deposits for tender forms will be accepted at the Principal Civil Medical Officer's Office. If required, samples must be deposited.

The successful tenderer will be required to furnish eash security according to the schedule hereunder, and to sign the bond given in the tender for the due fulfilment of the contract; also to furnish with each tender a letter in duplicate signed by two responsible persons, whose addresses must be given, engaging to become an additional security for the due performance of the contract. The amount deposited for tender forms will form part of the

security. 9. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Principal Civil Medical Officer and Inspector-General of Hospitals. Sanction will not be given for any transfers, including powers of attorney, in favour of persons in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.

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

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender or the whole of it for an year or any portion thereof.

12. Any further information can be obtained on application to the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo.

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

250

Colombo, April 2), 1921.

Nuwara Eliya Hospital

SCHEDULE REFERRED TO.

Services.		ender posit. Rs.	Secu	ırity. Rs.
(a) Supply of cooked provisions, with a to the following Institutions—	milk,			. '
Jaffna Hospital		200		406
Mannar Hospital		100		200
Mullaittivu Hospital		100		200
Point Pedro Hospital		100	٠.	200
Vavuniya Hospital		100		200
Balapitiya Hospital		100		200
Deniyaya Hospital		200		400
Hambantota Hospital		100		200
Tangalla Hospital		100		200
Tissamaharama Hospital		100		200
b) Supply of cooked provisions, with milk, to the following Institution—Galle Hospital c) Supply of uncooked provisions, wit milk, to the Baker Ward and cooked visions, without milk, to the remains wards of the—	hout pro-	400	••	800

TENDERS are hereby invited for the landing, stacking, and loading into Railway wagons at the Railway Harbour premises, of coal for the Ceylon Government Railway for a period of one, two or three years from October 1, 1921, to September 30, 1924. No accurate indication of tonnage to be handled can be given owing to uncertainty of future requirements. The annual tonnage may range from 50,000 to 100,000 tons, but these figures cannot be guaranteed, and the contractor must be prepared to handle what tonnage is actually imported.

Tenderers are expected to acquaint themselves with the conditions under which the work is carried out, as no plea of lack of information or of inaccurate information will be entertained. Facilities will be granted to tenderers to inspect the ground and to observe the work in progress. Any offers received containing conditions outside the specification will be rejected without question. Separate rates are required for the following:-

(a) Landing at the Mutwal Railway coal grounds from steamer berths situated between the North Guide Pier and the North-East Breakwater, and loading direct into Railway wagons.

(b) Landing at the Mutwal Railway coal grounds from steamer berths adjoining the North-west Breakwater,

and loading direct into Railway wagons.

(c) Landing at the Mutwal Railway coal grounds from steamer berths other than those mentioned in sub-clauses (a) and (b), and loading direct into Railway wagons.

(d) Landing and stacking at the Mutwal Railway coal grounds from steamer berths situated between the North Guide Pier and the North-east Breakwater.

(e) Landing and staking at the Mutwal Railway coal grounds from steamer berths adjoining the North-west Breakwater.

(f) Landing and stacking at the Mutwal Railway coal grounds from steamer berths other than those mentioned

in sub-clauses (a) and (b).

(g) Landing and stacking at the Mutwal Railway coal grounds from steamer berths situated between the North Guide Pier, and the North-east Breakwater, and subsequently loading into Railway wagons.

(h) Landing and stacking at the Mutwal Railway coal grounds from steamer berths adjoining the North-west

- Breakwater, and subsequently loading into Railway wagons.

 (i) Landing and stacking at the Mutwal Railway coal grounds from steamer berths other than those mentioned in sub-clauses (a) and (b), and subsequently loading into Railway wagons.
- (j) Landing at the Wharf Railway premises at the root of the South-west Breakwater from any steamer berth, and loading direct into Railway wagons. The rate is to include the provision of sufficient stage boats with gangways, and all necessary gear.

(k) Landing and stacking at the Railway premises at the root of the South-west Breakwater from any steamer The rate is to include the provision of stage boats

with gangways and all necessary gear.

(1) Landing and stacking at the Railway premises at the root of the South-west Breakwater from any steamer berth and subsequently loading into Railway wagons. The rate is to include the provision of sufficient stage boats with

gangways and all necessary gear.

(m) Extra charge required to be paid per ton for loading into Railway wagons under aforesaid sub-clauses (a), (b), (c), (g), (h), (i), (j) and (l) between the hours of 6 P.M. and 6 A.M., if and as required by the General Manager of the Railway, or the Locomotive, Carriage, and Wagon Superintendent.

(n) Extra charge required to be paid per ton for landing and stacking under aforesaid sub-clauses (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), and (l) between the hours of 6 P.M. and 6 A.M., if and as required by the General Manager of the Railway, or the Locomotive, Carriage, and Wagon Superintendent.

Note. The service under sub-clauses (j), (k), (l), (m), and (n) would only be required in case of emergency.

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.

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

Tenders should be marked "Tender for Landing of Coal, 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, June 14, 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. 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. 7,500.

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 will 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.

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.

- 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. They must state in their tender the number of lighters (including tonnage capacity of same) that they are prepared to guarantee solely for use in the carrying out of the contract.
- 14. The tonnage to be taken from steamers and landed daily is to be as follows:-
- (a) FOR DISCHARGE AT MUTWAL COALING GROUNDS.
 (1) Not less than 1,000 tons per day including Sundays and Charter Party holidays, from steamer berths situated between the North Guide Pier and the North-east Breakwater, and from steamer berths adjoining the North-west Breakwater.

(2) Not less than 900 tons per day including Sundays and Charter Party holidays from steamer berths other than

those mentioned in sub-clause (1) above.

(b) The discharge at Wharf Railway premises not less than 600 tons per day including Sundays and Charter Party holidays from any steamer berths.

The coal shall be loaded into Railway wagons by the contractors at the rate of 600 tons per working day, if required by the General Manager or the Locomotive,

Carriage, and Wagon Superintendent.

Should the contractors fail to take discharge of, or and, the coal in the quantities specified in clause 14, all demurrage charges which may result from such failure shall be borne by the contractors. Fines may also be inflicted by the General Manager or the Locomotive, Carriage, and Wagon Superintendent.

(a) For delays in taking discharge of, or landing, coal. (b) For failure to provide a sufficient number of lighters

to remove coal immediately upon arrival of steamers. (c) For failure to provide a sufficient labour force to land the said coal.

(d) For failure to load into Railway wagons the daily

tonnage laid down in clause 15.

It will be competent for the General Manager, in the event of the contractors failing to carry out the conditions laid down in clauses 14 and 15, to arrange for as many extra lighters or such additional labour to be engaged may be considered necessary to release steamers or load Railway wagons, at the risk and expense of the contractors, and the cost of such lighters or labour will be deducted from any moneys due to the contractors or from the amount deposited as security, in addition to any demurrage or fines specified in clause 16.

18. The coal shall be landed, loaded into Railway wagons, or stacked in such manner as may from time to time be required by the Locomotive, Carriage, and Wagon Superintendent, and the contractors will be responsible for

any accidents due to bad stacking of coal.

19. The Ceylon Government shall not be liable for any personal injuries received by the contractors or their employés in connection with any work performed under

the contract.

20. Should the contractors fail to load the coal into Railway wagons in sufficient quantities to enable the coal trains to be run according to scheduled time, or should such failure result in the cancelling of the running of any coal train, fines may be inflicted for each such offence.

21. The contractors shall pay the full value of any coal which hay be lost or damaged from carelessness or neglect

on their part or on that of their employés.

22. In the case of failure on the part of the contractors to carry out any of the conditions laid down in this notice or in the contract, whereby the Master of any steamer conveying coal for the Ceylon Government Railway makes delivery thereof into lighters other than those belonging to the contractors, the Government of Ceylon shall not be responsible for any loss thereby incurred on the part of the contractors, and the contractors shall further be responsible for any expenditure incurred by reason of the coal being discharged into lighters other than those belonging to them.

The Government of Ceylon shall also not be responsible for any loss incurred by the contractors in any case where the Master or Agents of any steamer are empowered by special clause in the bill of lading to discharge coal into

lighters other than those of the contractors.

23. The Government of Ceylon reserves to itself all coal

that may be salved from the Harbour.

24. The contractors shall be paid by the General Manager according to weight as may be ascertained on a Railway weighbridge where available, but under no circumstances will payment be made for any quantity in excess of that shown in the bill of lading. Should a weighbridge not be available at any time, the weight of the contents of the Railway wagons shall be computed by measurement, according to the weight lines marked on the wagons, and, for the purpose of ensuring accuracy, the contractors shall load the wagons in such a manner as to give the same level all over.

25. In the event of the contractors failing to satisfactorily carry out the terms of the contract entered into by them, it shall be lawful for the General Manager, acting on behalf of the Ceylon Government, to at once determine the contract by notice in writing to the contractors, and the contractors shall bind themselves to pay as penalty in consequence of such failure the sum of Rs. 7,500 which has been deposited by them as security for the due fulfilment of the contract.

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

General Manager's Office, Colombo, April 25, 1921. G. P. GREENE, General Manager

TENDERS are hereby invited for the under-mentioned supply of firewood to the Railway Department from the Central Division. The work is to commence on June 1, 1921, and to be completed by March 31, 1922. Details of the work and area to be exploited are given in the schedule below.

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

4. Tenders should be marked "Tender for Railway Firewood, Central Division, 1921-22," 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 17, 1921.

5. 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.

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 or fail to enter into the contract and bond after he has tendered, or to furnish approved security within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Contract may not be assigned or sublet without the

authority of the Tender Board previously obtained.

8. 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.

9. 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.

10. 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 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 the bond.

11. 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.

12. 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.

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

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

15. Separate rates per cubic yard of firewood delivered and per chain fencing posts and warichchies should be

quoted written both in words and figures.

16. For any further information application should be made to the Assistant Conservator of Forests, Central Division, Nuwara Eliya.

SCHEDULE.

Service A.—Kandapola, Uda Pussellawa Railway Section.

(a) To fell all trees, unless otherwise required, standing in one block lying between the 1916, 1917, 1918, and 1919 blocks, 10 chains by 7 chains, in extent approximately 7 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 6,400 cubic yards (more or less). Each piece of wood to be 2 feet in length, and not less than 9 inches nor more than 24 inches in girth. All wood to be billetted into lengths of 2 feet by hand saw or crosscut saw only. All felling and splitting of logs to be completed by February 15, 1922.

(c) All firewood immediately after conversion to be removed and delivered at the Kandapola Railway Station at the rate of 640 cubic yards per month. Removal should be completed by February 28, 1922. Final delivery to be made on the last Sunday in March, 1922. Distance of

transport is about 2 miles.

(d) 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 and delivered at the Kandapola Railway Station.

(e) Fellings are to be regulated by the Assistant Conservator of Forests, Central Division, Nuwara Eliya.

(f) To cut all nellu, bamboo, thorns, and undergrowth, to heap the same, together with all wood refuse, in continuous lines half a chain in breadth and separated from each other and adjoining forest by properly cleared lines half a chain in breadth. This work to be completed by March 10, 1922.

(g) To burn off the refuse thus heaped by March 20, 1922. To root out and completely clear of green growth all patches not cleared by firing, and to leave the area in complete state of fitness throughout for planting by March 31, 1922.

(h) The area to be felled will be pointed out on application by the Plantation Overseer, Kandapola.

Service B.

To supply from the above block 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 wariehchies per chain of the fencing required, stacked outside the area as directed.

Any further information can be obtained on application to the Assistant Conservator of Forests, Nuwara Eliya.

Office of the Conservator of Forests, H. F. TOMALIN, Conservator of Forests. Kandy, April 25, 1921.

ENDERS are hereby invited for the construction of a bucket latrine of 6 seats at Huluganga, Kandy District

2. Tenders must be addressed to the Government Agent, Central Province, Kandy, and should reach the Kandy Kachcheri not later than the midday on May 13, 1921, the left hand top corner of the envelope must be marked "Tender for Huluganga Latrine."

Tenders must be in forms which will be supplied from the Kachcheri, 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.

4. A deposit of Rs. 5 will be required to be made at the Kachcheri before a tender form is issued. Should any person whose tender is accepted decline to enter into the contract and bond, or fail to furnish approved security, within seven days of receiving notice in writing from the Government Agent, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned to the tenderers.

5. The plans and specifications can be seen, and further information obtained at the Kachcheri.

The Government Agent does not bind himself to accept the lowest or any tender, and reserves to himself the right of accepting any tender.

The Kachcheri, Kandy, April 20, 1921.

T. G. WILLETT, for Government Agent.

TENDERS are hereby invited for the erection of a new latrine with 12 compartments for 6 males and 6 females and also a culvert in Main street, Madampe old town in Pitigal korale north of Chilaw District. The culvert is to give access to the latrine from the Main street, Madampe old town.

(2) The latrine is to be built of bricks on a lime concrete foundation, with cement floor and Calicut tiled roof on sawn timber. Culvert is to be of brickwork cement rendered on a cement concrete foundation with reinforced concrete

platform.

(3) The tender should be enclosed in a sealed envelope, on the left hand corner of which must be written "Tender for Erecting a New Latrine and a Culvert at Madampe " should be sent to the Chairman, Sanitary Board, Puttalam, so that it may reach him before 2.30 P.M. on May 9, 1921.

(4) The intending tenderer should, before sending his tender to the Chairman, Sanitary Board, Puttalam, deposit a sum of Rs. 10 with the said Chairman and should annex to his tender the receipt obtained for the deposit of this

(5) This sum of Rs. 10 will be held by the said Chairman as security for the tenderer entering 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.

(6) The work should be completed by November 30, 1921. *

(7) The plans of the latrine and the culvert can be seen at the Sanitary Board Inspector's Office, Madampe.

for W. K. H. CAMPBELL, Sanitary Board Office, Puttalam, April 25, 1921. Chairman.

ENDERS are hereby invited for the work of repairing the quarters occupied by the officers of the Salt Department at the Western Saltern, Puttalam.

2. The tender should be enclosed in a sealed envelope on the left hand corner of which must be written the words. 'Tender for Repairing the Quarters occupied by the Officers of the Salt Department at the Western Saltern, Puttalam," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 4 P.M. on May 16, 1921.

The intending tenderer should, before send tender to the Assistant Government Agent, deposit sum of Rs. 10 at any Kachcheri under the Head of "Tender Forms," and should annex to his tender the receipt obtained

for the deposit of the sum.

4. This sum of Rs. 10 will be held by the Assistant Government Agent as a security for the tenderer's entering into a contract with him, in the event of his tender being accepted, for carrying out the work in a satisfactory manner, and it will be confiscated if he fail to enter into such a contract within a reasonable time after his tender was accepted.

5. The tenderer should name an address at Puttalam

where letters may be left or delivered.

The work should be completed within four weeks after the contract is entered into.

7. Fitter particulars may be obtained from the Salt Inspector, Puttalam.

Description of the Work to be done.

Supervisor's jungalow.—The roofs of the bungalow and of the kitchen should be repaired, the decayed rafters and broken tiles being removed and replaced by new ones.

The wants should be repaired and whitewashed.

The floors of the bungalow and of the kitchen should be repaired with brick and cement.

A new window should be fixed in the wall of the kitchen. The temporary dining hall (21 ft. by 16 ft.) which has come down should be rebuilt with new materials.

The water closet should be rethatched and otherwise repaired, pootus being placed on the roof to serve weights.

The fence should be repaired with new sticks and cadjan. The doors, windows, posts, beams, &c., should all be painted.

A new lock and key should be fixed to the kitchen door. Second Class Constable's house and four Patrols' huts.—All the decayed timber and otherwise worthless cadjan, timber and other materials that are now on the buildings should be removed and replaced by sound and new materials.

The roofs of the houses and outhouses should be rethatched with new cadjan, and pootus should be placed thereon to serve as weights.

The floors of the different houses should be raised with clay, wherever necessary, levelled, stamped and cowdunged. The fences and short fences should be repaired with new

sticks and cadjan wherever necessary.

In the second class constable's bungalow the white ants' nests in walls should be removed before the walls are otherwise repaired and whitewashed. Two new door frames should be fixed. The window should be repaired and Two new door frames The doors and windows furnished with two hinges. should all be painted.

The floor of patrol Sandanam's hut should be raised by

The huts of patrols Banda and Sandanam should be pulled down and rebuilt with sound materials, the serviceable ones found in the present being utilized.

Patrol Assarone's hut should be provided with a door,

which should be furnished with a lock and key.

The huts of patrols Banda and Bento should be provided with two doors, both of which should be painted.

S. M. P. VANDERKOEN for Assistant Government A April 23, 1921.

OF UNSERVICEABLE SALES ARTICLES. &c.

IST of unclaimed articles found in postal packets received at the Returned Letter Office, General Post Office, up to quarter ended September 30, 1920, to be sold by public auction at the General Post Office, Colombo, on Wednesday, May 4, 1921, at 2.30 P.M.:—

1 piece muslin l overcoat, 1 wool cap, 1 phial lavender salt packet compound 3 reels coloured thread 5 copies illustrated paper, 3 pictures pair rubber shoes lot tobacco leaves 2 metal covers 1 thermometer 3 pairs pincers screwdriver l lot Malayalam books 7 collars 1 lot cotterpins Lot lead types

1 leather belt small gunny bag packet paper cake moulds pieces lace packet chlorate of potash books (Ideal Christian, Perfect Home) 1 lot lead seals 1 lot tea 1 tin ghee 1 rosary 1 Tamil and English vocabulary brass handle 1 pair white trousers

piece net canvas

1 metal charm

12 copies Mother's Union Journal 3 tins cigarettes 1 tin shoe paste 1 knife l lot foolscap paper l packet cigarettes, 1 baby's dress 8 hair and safety pins 1 belt I fancy bead basket 20 tins Nestle's milk food 1 silk shirt I block sealing wax typewriter ribbon string beads 6 handkerchiefs

1 lot cut samples 1 lot sundries I tin gingelly oil 1 bottle ghee I chimney phials Calol (perafin) l lot magazine 1 bottle castor oil 1 native brass lamp 1 tin Wonder Worker (lubricant) 1 lot paper 2 bottles oil 3 umbrellas, walking sticks, I hand bag. 1 pipe

Postmaster-General's Office, Colombo, April 20, 1921.

C. ABEYEWARDENE. for Postmaster-General.

OTICE is hereby given that the under-mentioned confiscated and unclaimed productions lying in this Court will be sold by public auction at the Court premises on May 6, 1921, at 2 P.M.:-

47,753

.. Mamoty, alavango, lock, and piece of mamoty

48,670

Katt y

.. Bottle lamp, 3 mats 49,120 Petn. O21,105 . . Some dorana oil Petn. O2,147 . . Two bottles, 1 cup

47.061 .. 2 bangles (gilt), copper box, 2 razors, a set of silver jacket buttons, necklace of 10 cent coins, 1 small book, 1 pair scissors, some books

48 647 .. Enamel plate, knife

48,828 Katty

48 845 Katty, white cloth 48.905 Handkerchief

48 912 Katty, scale 48,947Mat. sarong

48.962 Katty

Knife, piece of a blanket 49,121

49,132 .. Banian, towel

Balapitiya, April 22, 1921.

P. J. HUDSON, Police Magistrate.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended April 23, 1921.

Births.—The total births registered in the city of Colombo in the week were 173 (13 Burghers, 101 Sinhalese, 16 Tamils, 31 Moors, 8 Malays, and 4 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1921, viz., 300,171) was 30 1, as against 14 9 in the preceding week, 24 6 in the corresponding week of last year, and 24.5 the weekly average for last year.

Deaths.—The total deaths registered were 159 (1 European, 9 Burghers, 90 Sinhalese, 22 Tamils, 23 Moors, 6 Malays, and 8 Others). The death-rate per 1,000 per annum was 27.6, as against 33.2 in the previous week, 16.0 in the

corresponding week of last year, and 27.5 the weekly average for last year.

Infantile Deaths.—Of the 159 total deaths, 43 were of infants under one year of age, as against 44 in the preceding week, 32 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 19.

Principal Causes of Death.—1. (a) Seventeen deaths from Pneumonia were registered, 9 in Maradana (including 2 deaths of non-residents in hospitals) 2 each in Pettah, Kotahena, and Kollupitiya, and 1 each in San Sebastien and New Bazaar, same as in the previous week. The weekly average for last year was 20.

(b) Five deaths from Bronchitis were registered, 2 in New Bazaar, and I each in San Sebastian, Kotahena, and

Maradana, as against 8 in the previous week.

(c) Three deaths from Influenza were registered in New Bazaar, as against 4 in the previous week and 6 the weekly average for last year.

2. Ten deaths from I

Ten deaths from Phthisis were registered, 6 in Maradana (including 3 deaths of non-residents in hospitals),

3 in New Bazaar, and 1 in Kotahena, as against 17 in the previous week and 14 the weekly average for last year.

3. Three deaths from Enteric Fever were registered, I each in St. Paul's, Kotahena, and Maradana, as against 10

in the previous week and 6 the weekly average for last year.

4. Two deaths from Plague were registered in Maradana, as against 1 in the previous week and 3 the weekly average for last year.

5. Eighteen deaths were registered from Debility, 17 from Infantile Convulsions, 8 from Enteritis, 7 from Diarrhea, 7 from Dysentery, 6 from Worms, 1 from Tetanus, and 55 from Other Causes.

6. Seventeen cases of Chickenpox, 8 of Enteric Fever, 7 of Measles, and 3 of Plague were reported during the

week, as against 68. 9, 6, and 3, respectively, of the previous week.

State of the Weather.—The mean temperature of air was 81.7°, against 81.5° in the preceding week and 81.4° in the corresponding week of the previous year. The mean atmospheric pressure was 29.956 in., against 29.989 in. in the preceding week and 29.914 in. in the corresponding week of the previous year. The total rainfall in the week was 3.58 in., against 1.60 in. in the preceding week and 1.42 in. in the corresponding week of the previous year.

Registrar-General's Office, Colombo, April 26, 1921.

FRED. L. ANTHONISZ, for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF C. A. HUTSON & COMPANY, LIMITED.

The name of the Company is "C. A. Hutson & Company, Limited.

- 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.
- (1) 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 otherwork 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 Addresse	Number of Shares taker 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	• •	٠		• •	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 & 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 regula-

tions 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 Comapny.

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 statuory 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 e 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.

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) accuring 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.
- 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 i seed 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.

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. 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.

Shares may be registered in the names of two or more persons not in partnership. 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 shareho der, 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.

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.

The new shares shall be issued upon such terms and conditions and with such perferential, 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 The Directors shall have power to add to such new shares such an amount of premium as they may consider 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 holders of ordinary shares in proportion to the existing shares held by them. 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

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.

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.

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 idemnity 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.

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.

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.

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 agen 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 The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in

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 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 hold by the offered to 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 of the company to the membership of the company to the company to the membership of the company to admit to membership of the company to admit to membership of the company to the company 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.

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.

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 trans-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.

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, mether, 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.

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.

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 expenses owing upon or in respect of such snares at the time of the forfeiture, together with interest the forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

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.

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.

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 against all persons who would have been entitled to the share but for such surrender or forfeiture, on the facts herein stated against all persons who would have been entitled to the share but for such surrender or forfeiture, on the same but for such surrender or forfeiture, on the same but for such share and a such share such share such share such share and a such share such certificate and the receip of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall delivered to any person who may purchase the same from the Company, such purchaser thereupon shall be deemed the holder such share, discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purhase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfaithmentals. proceedings in reference to such forfeiture

45. The Directors may in their discretion, as it or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the amony from the late holder or holders of such share or shares, and all expresses in a month of all moneys due to the amony from the late holder or holders of such share or shares, and all expresses in a month of all moneys due to the amony from the late holder or holders of such share or shares, and all expresses in a month of all moneys due to the among the money of a month of all moneys due to the among the money of a month of all moneys due to the among the money of a month of all moneys due to the among the money of a month of a month of a money of 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 that 9 per cent. per a num on the amount of the sums wherein default. in payment had been made, but no share bona fide sold, re-allotted, or otherwis disposed of under Article 42 hereof shall be

redeemable after sale or disposal.

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 shared or of other sh whether due from any such in respect of such shares or of other shares held by such holder or joint-holder or otherwise, and passed by the Directors, holder individually or jointly with others, including all calls, resolutions for which shall have been proeld by more persons although the time appointed for the payment thereof shall not have arrived, and where any share is he 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.

sons. The Directors may decline to register any transfer of shares subject to such charge or lien may be made available by a sale of all or any of the shares subject to it, pring given to the such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been him or them indebted shareholder or his executors or administrators. or the assignee or trustee in his bank. indebted shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring t days from to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight exists be in such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien.

England or elsewhere abroad, sixty days notice shall be allowed to him.

be applied 48. The next proceeds of any such sale as aforesaid under the I rovisions of Articles 42 and 47 hereof shall uch Sharein or towards the satisfaction of such debts, liabilites, or engagements, and the residue (if any) shall be paid to s holder or his representatives. e power

A certificate in writing under the hands of two of the Directors and of the Secretary or Secretaries that the evidence of sale given by clause 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive

of facts therein stated.

Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein at all not cause the purchaser's name to be entered in the register in respect of the shares sold, and the runches to have has 49. Board may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchase to the purchase be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his be bound to see to the regularity of the proceedings, or to the application of the proceeding, and after make been entered in the register in respect of such shares, the validity of the sale shall not be impeached by an and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusive der

PREFERENCE SHARES.

ht of

ntage such

dions may

ally

ban-

the

s of

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

If at any time by the issue of preference shares or otherwise the capital is divided into shares of action 51.

olasses :

(1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such hold consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares rankinge, w therewith, or having any priority thereto, or to the abandonment of any preference or priority, or any pure dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any so te sl 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 sie doned, added to, or otherwise modified by a special resolution of the Company in General Meeting, province holders of any class of shares affected by any such commutation, abrogation, abandonment, addition, modification of such rights, privileges, and conditions, consent thereto, on behalf of all the holders of shop

the class, by an extraordinary resolution passed at a meeting of such holders.

Hers Any extraordinary resolution passed under the provisions of this Article shall be binding upon all the at 52. id in of shares of the class, provided that this Article shall not be read as implying the necessity for such consent as afor

any case in which but for this Article the object of the resolution could have been affected without it. is as Any meeting for the purpose of the last preceding clause shall be convened and conducted in all resp not nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no harehold anded being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class of the any to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that as ting. such meeting a poll may be demanded in writing by any Shareholder personally present and entitled to vote at the meeting

CALLS.

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

(b) A call shall be deemed to have been made at the time when the resolution authorizing the call was passed

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.

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.

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 s ch 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.

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.

Any holder of an ordinary share may, on giving not less than ten days previous notice of any resolution, submit 66. 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 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 puropses 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

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.

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.

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

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

vacant.

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.

No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment. On a show of hands every holder of an ordinary share or ordinary shares present in person shall have one vote 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.

The parent or curator of a minor Shareholder, the committee or other legal guardian of any lunatic hareholder, the husband of any female hareholder not entitled to her share as separate estate, and the executor or administrator of any deceased hareholder, 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.

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 representation. tative 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:

-, being a Shareholder of C. A. Hutson & Company, Limited, hereby appoint 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

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 prox 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

DIRECTORS.

Until otherwise determined by a General Meeting, the number of Directors shall not be less than two or more than four

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.

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

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.

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 The Directors shall be paid all travelling and hotel expenses to which they shall be put in connection with the Company's business.

Each of the ordinary Directors shall devote the whole of his time and attention to the business of the Company, 99. 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.

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.

If he becomes bankrupt, or suspend payment, or compound with his creditors.

- 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.

If he be found lunatic or become of unsound mind.

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.

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 memeber 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 ife 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.

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.

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. A^{F}

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.

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.

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.

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.

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.

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 Meeing, 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.

A retiring Director shall be eligible for re-election. 115.

The Company may at the meeting at which any Director retires in manner aforesaid fill up the vacated 116. 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.

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 attany 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.

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 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.

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

A Managing Director may perform such duties and exercise all such powers, authorities, and discretions as are exerciseable 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 additiona 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 red will be Chairman is a Director and is

When the said William Ferber Hutson willing to act, and the said Charles Arthur Hutson shall be Deputy Chairman. 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.

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.

A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at 127.

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 Any committee so formed shall, in the exercise of the powers so delegated, conform to any regubody as they think fit. lations 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 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, and the 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

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.

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 paidup 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.

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 other wise 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.

All dividends unclaimed for one year after having been declared may be invested or otherwise made use of

A T

温泉

by the Board for the benefit of the Company until claimed.

ACCOUNTS.

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

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. 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 The report and balance sheet shall be signed on behalf of the Board by at least two of the Directors to carry to reserve. 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.

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.

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

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.

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.

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 trusteer upon such trust for the benefit of the con-

tributories 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 anciliary 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 hisproportion 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 casue 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.

WM. 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.

> F. W. DEVos. Proctor, Supreme Court.

MEMORANDUM OF ASSOCIATION OF PERADENIVA (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, anddismiss 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 dvelop 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.
- (1) 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 inaCeylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of chocolate, cocoa, rubber, coconnts, 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-brorrow 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.

824 **.** 824

- (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.
- (23) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares the shares (whether wholly or 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 Sevenhundred 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 Subscribe	ers.			ber of Shar each Subsc	
F. Jas. Hawkes, Colombo		• •			One	•
F. H. LAYARD, Colombo	••	• •	• •		One	
A. H. Pain, Colombo	. •	• •	••		One	7.5 8.17
Ed. W. Keith, Kandy		٠. •	•		One	,
C. M. BUCKWORTH, Colombo		• •	••		One	, ,
John Still, Kandy	••	• •	• •		One	
J. G. Moore, Colombo	••	• •	••		One	
-		Total nur	nber 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 regula

tions of the Company, whether contained and comprised in these Articles or not.

Interpretation Clause.

In the interpretation of these presents the following words and expressions shall have the following meanings: unless such meanings be inconsistent with, or repugnant to, the subject or context, 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
- "Board" means a meeting of the Directors or (as the context may require) the Directors assembled at a Board meeting, acting through at least a quorum of their body in the exercise of authority duly given to them.

Persons" means partnerships, associations, corporations, companies, unincorporated or corporated by Ordinance

and registration, as well as individuals.

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

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

"Month" means a calendar month.

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

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

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.

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.

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.

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 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 and declines to accept the shares offered, the same shall be disposed of in such manner as the control of the same shall be disposed of in such manner as the control of the same shall be disposed of in such manner as the same shall be disposed of the same shall be disposed of the same shall be dispose 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

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.

the shares so allotted to the Shareholders.

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

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

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

16. In case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be

the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

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

calls due in respect of such share.

19. Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company,

specifying the share or shares, held by him and the amount paid thereon.

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

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

person first named on the register.

CALLS.

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

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

for the payment thereof to the time of actual payment.

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

call was passed.

25. The Directors shall have power in their absolute discretion to give time to any one or more Shareholder or Shareholders, exclusive of the others, for payment of any call or part thereof on such terms as the Directors may determine

But no Shareholder shall be entitled to any such extension except as a matter of grace or favour.

26. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and poln such terms as they think fit, all or any part of the moneys due upon their respective shares beyond the sums actually cldfor; 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.

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.

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.

The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized 35.

by the Company, as having any title to the shares of such Shareholder.

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.

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.

The Directors may accept, in the name and for the benefit of the Company, and upon such terms and conditions 38.

as may be agreed a surrender of the shares of Shareholders who may be desirous of retiring from the Company.

 $ar{ ext{If}}$ 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.

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.

The surrender or forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share and the proceeds thereof, and all other rights incident to the share,

except only such of those rights (if any) as by these presents are expressly saved.

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

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

41 heroof, shall be redeemable after sale or disposal.

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.

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.

The nett proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engage-

ments, and the residue (if any) paid to such Shareholder or his representatives.

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.

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.

If at ny 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).

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.

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 redemp-

tion, surrender, drawings, allotment of shares, or otherwise.

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.

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.

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.

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 conevene 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.

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

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 convened by one and the same notice and it is be no objection to such notice that it only convenes the 2nd meeting contingently upon the resolution being passed to the requisite majority at the 1st meeting the requisite majority at the 1st meeting.

Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes 66. 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.

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.

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.

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 he 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.

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 rotice 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 the 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 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.

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 noll 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.

The demand of a poll shall not prevent the continuance of a meeting for the transaction of business other than 76.

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 ttorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of lands.

In case of a poll every Shareholder shall have one vote for every share held by him.

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 🎉 entitled to vote in the place of such infant, lunatic, female, or deceased person, unless such person shall have been egistered as a Shareholder.

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

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 stares 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 reld 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 Sharel older in the Company, but this rule shall not

apply to a power of attorn

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

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 instru hent appointing a proxy may be in the following form:—

Peradeniya (Ceylon) Chocolate Company, Limited.

1, 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 thereof, and at every poll which may be to be to be the day of ———————————————————————————————————
of the state of th
As witness my hand, this ————————————————————————————————————

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.

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

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.

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 Kietl, 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.

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 presons 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.

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.

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 therof, such successors may be appointed at a subsequent Ordinary General Meeting.

96. Any such vacancy occurring in the number of Directors or profisional 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 detremined 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.

The Companymay, 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.

Every Director of 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.

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.

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.

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 don, 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 Comapany; 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.

The Directors shall have power to carry into effect the acquisition of the said Peradeniya Chocolate Factory, land and business, and the lease, pruchase, or acquisition of any other lands, estates, or property they may think fit, or

any share or shares thereof.

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.

The Directors shall have power to make, and may make such rules or regulations for the management of the 106. business and property of the Company as they may from time to time think proper, and shall carry on the busines 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 expre sly 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, artizans, 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.

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.

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.

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 Secrataries.

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.

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. 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 thereat 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 applicable thereto, and are not superseded by the applicable thereto.

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 primâ 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 ompany a statement of the income and expenditure of the ompany for the previous financial year, and a balance sheet containing a summary of the

property and liabilities of the Company made up to the end of the same period.

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

127. The balance sheet shall contain a summary of the property and liabilities of the Company, arranged under the heads appearing in the form annexed to the table referred to in schedule C to "The Joint Stock Companies Ordinance,

1861," or as near thereto as circumstances admit.

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

129. A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or

posted to, the registered address of every Shareholder.

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

AUDIT.

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

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,

Retiring Auditors shall be eligible for re-election.

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.

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.

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.

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.

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,

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.

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

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

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.

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.

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.

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 severd 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 noticel

so given shall be sufficient notice to all the holders of such shares.

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.

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

entitled to be given any notices.

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

F. JAS. HAWKES.

F. H. LAYARD.

A. H. PAIN.

ED. W. KEITH.

C. M. BUCKWORTH.

JOHN STILL.

J. G. MOORE.

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, 1921.

[Second Publication.]

Sydney Julius, Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE UVA TRADING COMPANY, LIMITED.

The name of the Company is "The Uva Trading Company, Limited."

The registered office of the Company is at Metigahatenne, Madulsima.

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

- j) To carry on the business of a co-operative store in all its branches, and in particular to buy, sell, manufacture, and deal in goods, stores, consumable articles, chattels, and effects of all kinds, both wholesale and retail, and to transact every kind of agency business, and generally to engage in any business or transaction which may seem to the Company directly or indirectly conducive to the interests or convenience of the Company's members or ticket holders, or their friends, or any section thereof.
- (2) To make arrangements with persons engaged in any trade, business, or profession for the concession to the Company's members, ticket holders, and their friends of any special rights, privileges, and advantages, and in particular in regard to the supply of goods.
- (3) To carry on any other businesses which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of, or render profitable any of the Company's property or rights.
- (4) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (5) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money, to guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.

- (6) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities for any other company having objects altogether or in part similar to those of this Company.
- (7) To promote any other company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (8) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, machinery, plant, and stock in trade.
- (9) 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.
- (10) To lend money to such persons and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons.
- (11) To begrew or raise money in such other manner as the Company shall think fit, and in particular by the issue of generatures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital.
- (12) To remunerate any person or company for services rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital, or any debentures, or other securities of the Company, or in or about the promotion of the Company, or the conduct of its business.
- (13) To make, accept, endorse, execute, and issue promissory notes, bills of exchange, debentures, and other negotiable or transferable instruments.
- (14) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any of the property of the Company.
- (15) To do all or any of the above things (in any part of the world and) as principles, agents, contractors, wistees, or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (16) To do all such other things as are incidental or conducive to the attainment of the above objects.
- (17) And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons whether corporated or not incorporated (and whether domiciled in Ceylon or elsewhere).
- (18) To purchase or otherwise acquire any patents, brevets d'invention, licenses, concessions, and the like conferring any exclusive or non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property and rights so acquired.
- (19) To procure the Company to be registered or recognized in any foriegn country or place.
- 4. The liability of the Shareholders is limited.
- 5. The nominal capital of the Company is Ten thousand Rupees (Rs. 10,000), divided into Two thousand shares of Five Rupees (Rs. 5) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being or otherwise.
- 6. We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names:—

Number of Shares taken Names and Addresses of Subscribers. by each Subscriber. E. G. A. PALMER, Cocogalla, Madulsima One Witness to the above signature, at Badulla, on this 20th day of December, 1920: STEPHEN PERERA, Proctor. N. C. Chellappah, Dunedin estate, Madulsima One. M. D. Solomon, Cocogalla, Madulsima One Witness to the above two signatures, at Badulla, on this 25th day of December, 1920: STEPHEN PERERA, Proctor. One

T. D. H. Hooke, Cocgalla, Madulsima ... One
S. N. Israel, Battawatte, Madulsima ... One
G. P. James, Mettigattene, Madulsima ... One
S. Rajaratnam, Cocogalla, Madulsima ... One

Witness to the above four signatures, at Madulsima, this Ninth day of January, One thousand Nine hundred and Twenty-one

STEPHEN PERERA, Proctor.

ARTICLES OF ASSOCIATION OF THE UVA TRADING COMPANY, LIMITED.

It is agreed that the regulations contained in the Table "C" in the Schedule annexed to the Joint Stock Companies Ordinance, 1861, subject to the hereinafter mentioned modification shall be deemed to be the regulations of the Company. The modification is as follows:-

Notices.—Notices requiring to be served by the Company upon the Shareholders may be served either by exposing the same for seven days at a place to be determined by the Shareholders or personally or by leaving the same or sending them through the post in a letter addressed to the Shareholders at their registered place of abode.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names

at the places and on the days and dates hereafter written :-

Names and Addresses of Subscribers.

E. G. A. PALMER, Cocogalla, Madulsima.

Witness to the above signature, on this 20th day of December, 1920, at Badulla:

STEPHEN P

N. C. CHELLAPPAH, Dunedin estate, Madulsima.

M. D. Solomon, Coeogalla, Madulsima,

Witness to the above two signatures, at Badulla, on this 25th day of December, 1920:

STEPHEN PERERA, Proctor.

T. D. H. HOOKE, Cocogalla, Madulsima.

S. N. ISRAEL, Battawatte, Madulsima.

G. P. James, Mettigattene, Madulsima.

S. RAJARATNAM, Cocogalla, Madulsima.

mess to the above four signatures, at Madulsima, this Ninth day of January, One thousand Nine hundred nd awanty-one:

 $lackbox{0}{oxed{First Publication.}}$

STEPHEN PERERA, Proctor.

The Korossa (Ceylon) Rubber Company, Limited.

OTICE is hereby given that the Fourteenth Ordinary General Meeting of the Shareholders of the Korossa (Ceylon) Rubber Company, Limited, will be held at No. 1, Castle Hill street, Kandy, on Friday, May 13, 1921, at 11.30 A.M.

Business.

To receive the report of the Directors and accounts for the year ending December 31, 1920.

To elect two Directors.

To appoint Auditors.

To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from May 14 to 27, 1921, both days inclusive.

By order of the Directors, LIESCHING & LEE.

Kandy, April 1, 1921.

Secretaries.

The Rocherry Tea Company of Ceylon, Limited.

OTICE is hereby given that the Twenty-fifth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 11, Queen street, Fort, Colombo, on Tuesday, May 10, 921, at novn.

Business:

To receive the report of the Directors and accounts the year ended December 31, 1920. 2. To elect a Director.

To appoint an Auditor, and to transact any other

business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from May 2 to 10, 1921 inclusive.)

By order of the Directors,

for Bois Brothers & Co., Ltd., W. SUTHERLAND Ross, Director, Colombo, April 20, 1921. Agents and Secretaries.

The Enselwatte Tea Company, Limited.

Meeting of the Shareholders of this Company will be held at the office of Messrs. Boustead Bros., Colombo, on May 10 1921, at 11 30 A.M.

Business.

or the year ended December 31, 1920. the report of the Directors and accounts To elect a Director.

To appoint an Auditor. To transact any other business that may be duly

brought before the Meeting.

(The Transfer Books of the Company will be closed from May 6 to 12, 1921, inclusive.)

By order of the Board

BOUSTEAD BROS

Colombo, April 22, 1921.

Agents and Secretaries.

The Aranayake Rubber Estates Company, Limited.

OTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the registered office of the Company, No. 4, Prince street, Colombo, on Thursday, May 12, 1921, at 11 A.M.

To confirm as a special resolution the sub-joined resolution which was duly passed by the requisite majority at the Fourteenth Annual Ordinary General Meeting of Shareholders held on April 22, 1921:-

"That the Articles of Association of the Company be amended by inserting at the end of Article 107 the words following, viz. :-

"Provided, however, that no General Meeting shall be competent to authorize the Directors to exercise any of the powers conferred on them under this Article unless at least three months' previous notice of such General Meeting shall have been given specifying the intention to propose a resolution authorizing the Directors to exercise such powers.'

By order of the Directors.

HARRISONS & CROSFIELD LAMITED retaries. Colombo, April 25, 1921. Agents

The Neuchatel Estates, Limited.

OTICE is hereby given that the Eleventh Angual Ordinary General Meeting of the Shareholders this Company will be held at the registered office of the Company, Lloyd's Buildings, No. 7A, Prince street, Fort, Colombo, on Friday, May 13, 1921, at 11.30 in the forenoon

Business.

To receive the report of the Directors and the account for the year ended December 31 1920.

To elect a Director.

To appoint Auditors for the current year

4. To transact such other business as may properly be brought before the Meeting.

The Transfer Books of the Company will be closed from May 1 to 13, 1921, both days inclusive.

> By order of the Directors, AITKEN, SPENCE & Co.,

Colombo, April 29, 1921.

Agents and Secretaries.

The Colonial Motor and Engineering Company, Limited.

QTICE is hereby given that the Eleventh Annual Ordinary Meeting of the Company will be held at its stered office, No. 3/4, Union place, Colombo, on May 11, 21 at 3 P.M

Business.

h) To beive the report of the Directors and accounts report of Directors.

(3) To elect an Auditor.
(4) Such further business as may be brought forward by the Directors, and any other business duly brought forward before the Meeting.

By order of the Directors,

D. B. R. TAMBIPILLAI,

Colombo, April 25, 1921.

Secretary.

Auction Sale of Land and Premises at Wellampitiya.

Under Partition Ordinance.

Y virtue of the commission issued to me in case No. 52,927 of the District Court of Colombo, I shall sell by public auction on Tuesday, June 14, 1921, at 4 P.M., at the spot-

All that land and premises called Demetekanattawatta, situated at Wellampitiya, in Ambatelenpahala of Alutkuru korale south, in the District of Colombo, Western Province, containing investent 1 acre 3 roods and 37½ perches according to play No. 364 dated March 18, May 21 and 22, 1920, made by E. M. Anthonisez, Licensed Leveller.
The said premises will be first put up for sale among the

co-dwhert thereof at the price at which the same has been valued, and if not purchased by any co-owners, will immediately thereafter be put up to Public Auction to the highest bidder.

For further particulars apply to Messrs. De Vos & Gratiean, Proctors and Notaries, or-

Canal Row, Fort. Phone No. 733.

R. G. KOELMAN, of JENSEN & Co., Auctioneers and Brokers.

Auction Sale of Valuable Bungalow and Land Property and Premises bearing Assessment No. 3, Cotta Road, and known as "Brighton."

NDER instructions received by me in special case
No. 950 of the District Court of Colombo, and with
the leave of court, I shall sell by auction on Saturday,
May 21, 1321, at 5 P.M., at the spot (the New Cross road
connecting Cotta oat with Castle street), to wit:—

All that defined lot marked E with the house and buildings standing thereon called and known as "Brighton House," from and out of the property and premises bearing assessment No. 3, Cotta road, within the Municipality and Therefore Colombo, containing in extent 1 acre 1 road and the state of Colombo, containing in extent 1 acre 1 road and of square perches, according to the survey dated tary 4,1901, hade by L. D. Silva, Licensed Registered veyor.

Surveyor.

For full particulars and inspection of title deeds please apply to Messrs. Rajaratnam & Herft, Proctors and

D. P. TAMPOE, Phone No. 1074, of Messrs. Chas. DE-SILVA & Co., 20, Upper Chatham street. Auctioneer, &c.

Auction sale of a Valuable/House Property at Ferry street, Colombo. Under Mortgage Decree.

virtue of the commission issued to me in case No/28/1921 of the District Court of Colombo, I shall sell by public auction on Saturday, May 28, 1921, at 2 P.M., at the spot :-

All that house and garden with the buildings standing thereon, bearing assessment Nos. 85 and 86, situated at Ferry street, New Bazaar, Colombo, containing in extent 18 33/100 perches.

For further particulars apply to H. T. Ramachandra, Esq., Proctor and Notary, Dam street, Colombo, or to-

8, Hulftsdorp street, Colombo.

H. D. John Pieris, Auctioneer and Broker.

Auction Sale of a Valuable Boutique No. 44, Second Division Maradana.

Under Mortgage Decree.

Y virtue of the commission issued to me in case No. 53,310 of the District Court of Colombo, I shall sell by public auction on Saturday, May 28, 1921, at 4 P.M., at the spot:

All that portion of an allotment of land, with the buildings thereon, bearing assessment No. 44, situated at 2nd Division Maradana, Colombo, containing in extent 8 88/100 perchas

For further particulars apply to Charles de Livera, Esq. Proctor and Notary, Colombo, or to-

8, Hulftsdorp street, Colombo.

H. D. JOHN PIERIS Auctioneer and Br

Auction Sale.

In the District Court of Kalutara.

Wijeyasekaramahavidanelage Philip Perera of Katu kurunda

Vş.

Ismail Lebbe Marikar Mohamadu Cassim Marikar of Deenagoda in Beruwala Defendant.

NDER and by virtue of order to sell issued to me in the above case, I shall sell by public auction the following property declared bound and executable for the recovery of the sum of Rs. 900, and with interest at 9 per cent. per annum from November 29, 1920, till payment in full and costs of suit Rs. 160, on Thursday, May 12, 1921, at the respective spots, to wit :-

At 10, 30 A.M.

1. Undivided 1/10 share of the soil and of all the trees of the land called Kituladitottam in Deenagoda, in extend about 3 acres.

At 10.45 A.M.

2. Undivided 1/10 share of the soil and all things standing thereon of the land called Kuliwayal, situat Deenagoda, in extent about 21 acres.

At 11 A.M.

Undivided 1/10 share of the soil and all things of the land called Talapatnatuwa, situate in Deenagoda, extent about $l_{\frac{1}{2}}$ agre.

At 11.15, A.M.

4. Undivided 1/20 shares of the soil and trees, excluding the planter's share of the plantation, of the land called Kasetaditottan toge the tiled house, situate in Deenagoda; In extent about

Meyaratna & Further particulars apply from Wisses Martin, Proctors, Kalutara, or from-

> C. H. RANASINGHA,

Kalutara, April 26, 1921.

Auctioneer

Auction Sale.

In the District Court of Negombo

dil Kachchakaduge Anthony Fernando Mudu-Plaintiff. katuwa

No. 14,471. V_{S} .

Juange Niculas Fernando of Akaragama, the veral representative of the estate of Junge Peduru Fernando, deceased, of Akaragama Defendant.

presentative of the country presentative of the branch, deceased, of Akaragama Defendant.

NDER decree in the above case and a vartue of the Fernando, deceased, of Akaragama

amount therein stated, I shall sell by public auction, at the spot at 3.30 p.m., on Friday, May 20, 1921, the under mentioned property mortgaged by mortgage bond No. 7,822 dated July 18, 1912, attested by H. A. J. Senanayaka, Notary Public, to wit :-

The undivided & share of the portion of the land called and known as Ipennagodella, situated at Akaragama, in Dunagaha pattuwa of the Alutkuru korale, in the District of Negombo, in extent about 21 acres, together with the buildings and plantations standing thereon.

For further particulars apply to E. C. F. J. Senanayaka, Esq., Proctor and Notary, Negombo, or to-

K. L. PEREIRA, of Messrs. K. L. PEREIRA & Sons, Negombo, April 21, 1921. Auctioneers.

Auction Sale.

In the District Court of Negombo.

Mawanna Muna Mariappan of Muna Rawanna Kochchikade Plaintiff.

No. 13.564. Vs. (1) Piramanasinhege Jokino Fonseka of Welihena, (2) Piramanasi thege Jokino Fonseka of Welihena, appointed legal representative of the estate of

DER decree in the above case and by virtue of the order to sell issued to me for the recovery of the mount therein stated, I shall sell by public auction, at the spot, at 4 P.M. on Wednesday, May 18, 1921, the undermentioned property mortgaged by mortgage bond No. 23,174 dated February 6, 1914, attested by D. M. Karunaratna, Notary Public, to wit :-

The land called Keenagahalanda, situate at Welihena, in Negombo District, in extent 1 acre 3 roods and 11 perches, with the plantations and cadjan thatched house standing thereon.

For further particulars apply to L. C. E. Karunaratna, Esq., Proctor and Notary, Negombo, or to me-

K. L. PEREIRA. of Messes. K. L. Pereira & Sons, Negombo, April 21, 192 Auctioneers.

Auction Sale of a Natuable House in Kandy Town.

'NDER primary mortgage decree in D. C., Kandy, case NDER primary mortgage decree in D. C., Kandy, case No. 28,590, entered in favour of the plaintiff A. P. R. K. N. Waduganathan Chetty of Kandy, against the defendants S. A. R. Assay, daughter Letchimi and two others of Kandy, I shall sell by public auction at the spot, at 3 r.m., on Friday, May 20, 1921, viz.

All that buse and ground bearing assessment No. 54, containing in extent 8 64/100 square perches; situate at Trincomalee street, Kandy.

For further particulars apply to Messrs. Silva & Coomaraswamy, Proctors and Notaries, Kandy, or to me:

A. R. WICKREMESAKERE, No. 9, Malabar street, Kandy. Auctioneer.

on sale of a Valuable Estate in Godamune, Aucti Kandy District.

The primary mortgage decree in D. C., Kandy, case No. 28,527 against the defendant M. A. P. Andiappapulle of Arrabatana, I shall sell by public auction at No. 1, Chile Hill street, Kandy (the office of Messrs-Liesching & Let, Proctors and Notaries, Kandy), at 2 P.M., on Saturday, May 28, 1921, viz.:—

All that estate called and known as Agalawatta, containing in extent 91 acres and 25 perches; situated at Godamune, Medagama, in Gandahe korale of Lower Hewaheta, Kandy District.

- An undivided ½ part of Warakawattawanata of about 3 acres; situate at Godamune aforesaid.
- 3. An undivided 2/32 part of Yakadagallehena about 4 acres in extent; situate at Godamune aforesaid.
- 4. An undivided 5/24 part of Epelehena of about 7 acres in extent; situate at Godamune aforesaid.
- 5. All that chena called Bulugasmullekumburehena about 4 kurunies paddy sowing extent; situate at Medagama aforesaid.

For further particulars apply to Messrs. R. W. Jonklass & Co., Proctors and Notaries, Kandy, or to me:

A. R. WICKREMESAKERE, Auctioneer. No. 9, Malabar street, Kandy.

Auction Sale.

In the District Court of Galle.

Kalupahanage Balahamy de Silva of Patabendi-No. 16,630. v_{s} .

(1) Sudahakuru Luwis, (2) Peduruwahakuru Seyino, both of Dangahawila in Karandeniya Defendants.

NDER and by virtue of the decree and order in the above case, I, the undersigned, shall sell by public auction, at the spot, on Saturday, May 7, 1921, commencing at 1 P.M., the preperty declared bound and executable for the recovery of the balance sum of Rs. 1,356.50, with interest Rs. 2,356.50 at 9 per cent. per amum from May 21, 1010 till resument in full and each of evitte. 1919, till payment in full, and costs of suit :-

All the soil and trees of the southern divided and separated portion of Delgahawatta, situated at Karandeniya; bounded on the north by the northern portion of the same land, on the east by the field of Tusayahakuru Thomichchiye on the south by the field of Hewahakuru Subandirisey ar Dangahawela ela, and on the west by the ditch of And Gurunnansey and the garden; containing in extent 1 ac 1 rood and 14.55 perches.

> H. R. M. JAYASEKERA, Auctioneer.

Galle, April 14, 1921.

Auction Sale.

NDER and by virtue of the commission issued to me case No. 14,918 of the District Court of Galle, I she sell by public auction, on Saturday, June 11, 1921, at 2 by at the spot three divided portions A, B, C of the land called Petangahawatta alias Talgahawatta, with houses and plantations therein, situated at Patabendimulla, Ambalangoda, in Wellaboda pattu, Galle District, Southern Province :-

Lot A of Petangahawatta alias Talgahawatta; bounded on the north by Dodangahawatta, east by Wellabodawatta, south by lot B of the same land, west by high road from Colombo to Galle; containing in extent 1 rood and 38.87 perches as shown in my plan No. 383 filed of record.

Lot B of Petangahawatta alias Talgahawatta; bounded on the north by lot A of the same land, east by Wellabodawatta, south by lot C of the same land, west by high road from Colombo to Galle; containing in extent 3 roods and 13 perches as shown in my plan No. 383 filed of record.

Lot C of Petangahawatta alias Talgahawatta; bounded on the north by lot B of the same land, east by Wellaboda watta and Dunwatta, south by Kahatagahawatta alias Patuwatavitanage Odrispadinchiwatta, west by high road from Colombo to Galle; containing in extent 2 roads and 10 perches as shown in my plan No. 383 filed of record.

Above three allotments of land will be put up for sale first; among the co-owners thereof, commencing from the appraised value, and if the co-owners fail to purchase it in advance, I shall immediately put up for sale among the public.

For further particulars please apply to me, or Geo. Ranasooriya, Esq., Proctor, Galle.

> S. WARUSAVITANE, Commissioner

Hikkaduwa, April 21, 1921.

Auction Sale.

In the District Court of Kurunegala.

Muna Krisnappa Chetty, by his attorney Awenna Sandanam Pillai of Narammala......Plaintiff, No. 8,306

(1) Herat Mudiyanselage Appuhamy, (2) Karagaha-gedera Dassanayaka Mudiyanselage Ukku Menika,

(3) Amarakoon Mudiyanselage Kaluhamy, all of Potuwewa in Meddaketiya Korale Defendants.

INDER and by virtue of decree entered in the above case, and by virtue of order issued to me for the covery of the amount stated therein, I shall sell by public uction the following property herein below declared bound and executable under the said decree:—

May 21, 1921, at 2 P.M., on the 3rd land herein below.

1. The field called Timbirigahapitiya of one pela paddy sowing in extent.

The land called Nugagahamulawatta of about two lahas kur kkan sowing in extent

3. The land called Ilukwewagawahena of about three eers kurakkan sowing in extent.

Nugawelagawawatta alias - Hitinawatta of about two Vahas kurakkan sowing in extent.

An undivided 1 share of the high and low lands called Gederagawakumbura of one amunam paddy sowing and the adjoining pillewa of about one seer kurakkan sowing in extent.

- An undivided $\frac{1}{2}$ share of the high and low lands called Timbirigahepitiyakumbura of 1 amunam paddy sowing and the thereto adjoining Timbirigahapitiyehena of about 1 timba kurakkan sowing in extent, all situated at Potuwewa aforesaid.
- Narangahakotuwehena, now garden of 5 lahas kurakkan sowing in extent, situate at Weudagama in Walgam pattu korale.
- An undivided & share of Vellamburekumbura of 9 pelas paddy sowing in extent, situate at Nettipolagedera in Meddeketiya korale.
- An undivided 4 share of Meegahamula Paranawatta of 1 timba kurakkan sowing in extent, situate at Potuwewa aforesaid.
- An undivided 1 share of the field called Purana of 2 pelas paddy sowing in extent.
- 11. An undivided 3/12 shares of Siyambalagahamulawatta of about 2 pelas kurakkan sowing extent.

- An undivided 3/12 shares of Diulgahamulawatta I pela kurakkan sowing in extent.
- An undivided 3/12 shares of Wewagawawatta of about 3 lahas kurakkan sowing extent.
- 14. An undivided 3/12 shares of the field called Medawela of 6 pelas paddy sowing extent.
- 15. An undivided 3/12 shares of Dampitiwelakumbura of I amunam paddy sowing in extent.
- 16. An undivided 3/12 shares of the land called Dampitiyewattahena of about 1 timba kurakkan sowing in extent.
- 17. An undivided 3/12 shares of Kolongahamulawatta of about 7 lahas kurakkan sowing extent.
- An undivided ½.share of Lansikotuwewattahena of about 3 lahas kurakkan sowing in extent, all situate at Nettipolagedera in Meddeketiya korale.

Further particulars from me:

Kurunegala, April 21, 1921.

T. B. AMUNUGAMA. Auctioneer.

Cancellation of Power of Attorney.

OTICE is hereby given that I have cancelled and OTICE is hereby given that I have cancelled and revoked the power of attorney No. 1,905 dated January 23, 1918, and attested by C. T. Kandaiya of Colombo, Notary Public, and that Sinnacaruppan Chetty son of Meyappa Chetty, and Arunasalam Chetty, son of Muttiah Chetty, have ceased to be my attorneys.

மு. அ. ன. கே. சொக்கவிங்கம்சேட் MOONA ANA LANA MEYNA SOCAKALINGAM Colombo, April 25, 1921.

Cancellation of Power of Attorney

OTICE is hereby given that I have cancelled and November 20, 1919, attested by C. T. Kandaiya, Notary, Public, and registered in the Register of Written Authorities Volume II., folio 160, entry No. 2,060, and filed in Volume XXIX., pages 362–365, and that Appavupillai, son of Muthupillai, has ceased to be my attorney.

மு, அ. எ. கே. இன்னகறப்பன்செட்

Moona Ana Lana Meyna Sinnacaruppan Colombo, April 25, 1921.

NOTICES UNDER "THE **EXCISE** ORDINANCE. 1912."

Closing of a Toddy Tavern.

OTICE 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 I 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.

OTICE 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 trees will be licensed in areas in which there are no taverns.

C. HARRISON-JONES, The Kachcheri, Matale, April 14, 1921. Assistant Government Agent.

SCHEDULE.

Toddy Tavern-Matale District.

Division.

No.

Locality or Range.

Within the limits of—

Matale North

Akuramboda wasama

MISCELLANEOUS DEPARTMENTAL NOTICES.

Statement showing the Importation of Rice into the several Ports of Ceylon for the Week ended April 16, 1921.

Ceylon Port.	Port of Origin.	•	Number of Bags.
∡Colombo	 $\mathbf{Bangkok}$		9
Do.	 Calcutta		4,080
Do.	 Negapatam		4,728
Do.	 Rangoon		137,206
\mathbf{Do} .	 Tuticorin		200
Do.	 Dhanushkodi		720
Trin comalee	 Negapatam		1,175
Beruwala	 đo.		1,900
Kayts	 do.		50 0

4,488 bags rice were shipped during the week.

H. M. Customs, Colombo, April 19, 1921.

H. A. BURDEN. for Principal Collector.

Statement showing the Importation of Rice into the several Ports of Ceylon during the Week ended April 23, 1921.

Ceylon Port.	Port of Origin.		Number of Bags.
Colombo	 Calcutta		2,000
\mathbf{D} o	 Rangoon	٠.	107,864
Do	 Tuticorin		2
Do	Dhanushkodi	٠.	238
Valvettiturai.	Akyab		65
Point Pedro .	do.		30
A 00 - 1	 Lance of Assess	1	L A 1

6,225 bags rice were shipped during the week.

H. M. Customs, Colombo, April 28, 1921.

R. O. DE SARAM, for Principal Collector.

Pallimulla School.

OTICE is hereby given that an application has been received from Rev. G. E. H. Arndt for change of site of school, which is situated in Pallimulla, Matara Colombo, April 8, 1921.

District of the Southern Province, to Ilangakoonwatte, Tangalla road.

Observations will be received not later than May 23,

Education Office,

E. Evans, Colombo, April 20, 1921. Acting Director of Education.

The C. M. S. Vernacular Mixed School.

TOTICE is hereby given that an application has been received from Rev. J. V. Daniel for removing his C. M. S. Vernacular Mixed School, which is situated in No. 481, Galle road, Colombo Distret of the Western Province, to No. 548, Hampden lane, Wellawatta.

Observations will be received not later than May 23, 1921.

Education Office, Colombo, April 20, 1921.

Acting Director of Education.

Change of Management.

NOTICE is hereby given that Rev. J. W. Ferrier has been appointed Manager of the schools mentioned below in place of Rev. W. G. Shorten:—

Schools referred to.

All the schools under the management of Rev. W. G. Shorten.

Education Office, Colombo, April 20, 1921.

E. EVANS Acting Director of Education.

Change of Management.

OTICE is hereby given that Rev. Father H. Boyer, O.M.I., has been appointed Manager of the school mentioned below in place of Rev. Father Ph. Coumoul.

School referred to.

KL/Maggona Certificated Industrial School.

Education Office,

E. EVANS. Acting Director of Education

Licensed Surveyor.

T is hereby notified under Ordinance No. 26 of 1909 that the under-mentioned has been registered and licensed to practise as Surveyor for the current year : -

Date of Registration License License. No. No. April 19, 1921 ... 392 A 667

Surveyor-General's Office, Colombo, April, 21, 1921.

Name. Wickramasuriya, C. P.

Address. Kotuwagedara, Matara

> A. J. WICKWAR, for Surveyor-General.

Closing of Chilaw Bridge.

T is hereby notified that the Chilaw bridge over the lagoon, between town and resthouse, will be closed for repairs from May 1, 1921, for two months.

Traffic may pass by ferry boat.

Public Works Office. A. E. CALDICOTT. Colombo, April 25, 1921. for Director of Public Works.

Closure of Area for Application Surveys in the Northern Province.

OTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land will in future be undertaken in the Northern Province in rotation according to areas.

The Province is divided into 3 areas-

Area No. 1, which includes Jaffna District.

Area No. 2, which includes Mannar District. Area No. 3, which includes Mullaittivu District.

Area No. 2 will be closed on June 1, 1921, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again re opened. This, however, will not preclude applicants from submitting to me for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

The next area to be closed for survey will be area No. 3, followed in due course by area No. 1. Applications for the purchase or lease of Crown land in these two areas

should be forwarded to me as early as possible.
5. The date of closure of No. 3 area will be shortly published and will represent the date of completion of all

work in area No. 2.

B. CONSTANTINE,

April 23, 1921.

Government Agent.

Destruction of a Rogue Elephant.

OTICE is hereby given that I am prepared to issue a license, free of stamp duty, under section 9, subsection 1 (b), of "The Game Protection Ordinance, No. 1 of 1909," for the destruction of the following rogue elephant frequenting the villages called Bogahakiula, Nikawetiya, and Baduluwela in Nikawetiya korale of Wellassa:-

Description of Elephant.

Height: 8 feet. Foot prints: 2 feet.

> Badulla Kachcheri, April 25, 1921.

C. SUNTHARALINGAM, for Government Agent.

Board of Improvement Commissioners, Kandy.

OTICE is hereby given that, under section 49 (1) of The Housing and Town Improvement Ordinance. No. 19 of 1915," the Board of Improvement Commissioners,

Kandy, have, by a resolution passed at a meeting of the said Board held on March 15, 1921, adopted a Back-Lane Scheme for the proper conservancy of a specific area of the town of Kandy; bounded on the north by Colombo street, on the south by Ward street, on the east by Castle Hill street, and on the west by Brownrigg street.

Particulars of this scheme, which is estimated to cost Rs. 24,300, a map of the area comprised therein, and a statement specifying the properties proposed to be acquired thereunder, may be seen at the Office of the Board of Improvement Commissioners, in the Town Hill, Kandy, between the hours of 2 P.M. and 4.30 P.M. daily, except on Saturdays, Sundays, and Government holidays.

Town Hall, Kandy, April 12, 1921. W. L. KINDERSLEY, Chairman.

Rinderpest.

WHEREAS rinderpest has broken out in Halmillakotuwa palata, in Baladora korale, in Dewamedi hatpattu of Kurunegala District, North-Western Province: I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the said palata, the boundaries of which are specified below, is an infected area:—

Boundaries referred to.

North by limits of Kobeigane and Helambalewa palatas in Baladora korale.

South by limit of Dorabawila palata in Tissawa korale. East by limit of Baladora palata.

West by limit of Diggalagedara palata in Giratalane

Kurunegala Kachcheri, April 20, 1921. C. R. CUMBERLAND, Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease have broken out in the villages of Ankada and Pallewaradola, in Kandukara korale, in Buttala division of the Province of Uva: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz.:—

The area bounded on the north by Provincial Road Committee's road to Battala, east by Kammalwattepatana, south by Kotamudane-oya, west by Niyandagalekanda.

This declaration is to take effect from this date.

The Kachcheri, Badulla, April 21, 1921. W. D. BATTERSHILL, for Government Agent.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORTS FOR THE MONTH OF MARCH, 1921.

EASTERN PROVINCE.

TRINCOMALEE DISTRICT.

Rainfall: Defective, and weather is oppressively hot. Paddy: reaping of manavari and munmari cultivation is over in all the pattus, except in Kaddukkulam pattu where reaping is going on, and the crops are in ears in some places.

Tobacco: reaping is going on in the town and Kaddukkulam east divisions, but the harvest is not satisfactory. Cultivation is going on in Koddiya pattu. Coconuts: condition of crop is medium. Price per 1,000 ranges from Rs. 60 to Rs. 75.

Fishery: normal. Large quantities of dried and salted fish are exported to other places. \cdot

Health of people: not satisfactory. Fever is prevailing in the town and Kaddukkulam east and west divisions.

Health of cattle: satisfactory, except in the village of Vellai.

Prices of staple articles: paddy, Rs. 2 to Rs. 2:50 per bushel; rice (country), Rs. 5:04 to Rs. 6:44 per bushel; rice (imported), nil.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION .- Irrigation Works, Province of Uva.

UPPLEMENTARY specification showing lands found to be capable of irrigation by Uma-ela, in addition to the specifications which appeared in Government Gazettes Nos. 6,769, 6,887, 6,984, 7,002, 7,014, 7,045, and 7,094 of January 13, 1916, July 13, 1917, December 6, 1918, March 21, 1919, May 30, 1919, August 22, 1919, and March 26, 1920, respectively, the names of proprietors and the contributions payable in respect of the lands. Rate Rs. 2 per acre per annum, revisable in 1922, if considered necessary.

No.	Name of Allotment of Land or Field.	Name of Owner.		Exten	-		ount ie.	Area ex- empted.	Amount ex- empted.	No. and I Colonial Sec Letter auth Exemption Period of tion grain	retary's norizing n, and Exemp-	due.	
1160	Wankawa calawatta	TT Nimme	-3.		٠.			22. 200 2	. 200, 0.		-		
1161	. Hankowagalawatta . Do.	H. Nipuna	. 1	0	Ŏ	2		—	—	—	• •	$\frac{2}{1}$	
1162 .		TT M- 3.1.12-	. 0	2	0		l 0 2 0	—	—	—		1 0	
1163 .			. 0	0	0		1 0		—		• •	$\begin{array}{ccc} 2 & 0 \\ 1 & 0 \end{array}$	
1164 .			. 0	- 4	0	(-	—			• •	1.0	
1165		G. Dingirihatana G. Bolanda	. 0	1	V	• •	50	—	—	—	• •	0 50 0 50	
	. Bogahawatta	O Mulai	. 0	2	Ň		0	• • • • • • • • • • • • • • • • • • • •	—		• •		
	. Gatahalpathegedarawat	a. G. Mahimi		3	Ô	;	. 0		—		,	1 0	
1168	. Do.	C! Nr_1:	. 0	9	0			:. —			• •	1 0	
1169		O 4 3	. ŏ	9	ň	` i	0		—	—	• •	1 0	
	Dimbulgahawatta	P. K. Kiripuncha	. ŏ	2	ŏ	j	Ŏ		—		• •	1 0	
1171	. Pasawelagedarawatta	P. Nandina	. 0	1		ć			—		• •	0 50	
1172	Tennewatta	A. V. Mudianse	. ŏ	2	ő	1			—		• •	1 0	
	Arawewatta	A. V. Punchi Banda	. ŏ	$\tilde{2}$	ŏ	· i	Ŏ	• -		· · · · · · · · · · · · · · · · · · ·	• •	1 0	
	:. Dikwatta		. ŏ	ĩ	ŏ	` ĉ	-	••		—	• •	0 50	
1175	Pinarawewatta	0.02-9-53.1	. ŏ	î	-				•• =		• •	0 50	
1776	Koswattegedarawatta		. ŏ	2	ŏ		ő			-	• •	1 0	
1177	Illukwattegedarawatta	I. Dingirihatana and Maddaffa.		$\bar{2}$	20	ĺ	~~			-	• •	j 25	
	Rodiwakawatta	M. Rammalhamy and Keerala .	. i		20		25			••	• •	2 25	
1179	Tennewatta	M. Dingiri Menika and Ram				• • •	-			••	• •	2 40	
1100	15-1-3	menika	. 0	0	20	(25		—			0 25	
1180	Mahakumburewatta Do.	V. Bedderala ex Arachchi.	. 0		20		25					0 25	
1182		· V. Sudu Banda Gamarala	. 0	0	10	(13					0 13	
	Watutennewatta	V. Punchirala	. 0		20		~ ~ =				• • •	0 25	
1194	Nelligaha-arawewatta	A. Bedderala :	. 0		25		30				• • •	0 30	
_1185	Nelligaha-arawehena	A. Bedderala and Maddana .	. 0	2	0	1	0				• •	1 0	
*1100	Tiongana and wellens	V. A. Appuhami and Sudu Band	a								• •	• •	
		Gamarala	. 1	0	0	2	0	—	—			2 00	

	*										No. and I	Date of
No.	Name of Allotment of Land or Field.	Name of Owner.		Ext	ent.	,	Amount due.	s,	Area ex- empted.	Amount ex- empted.	Colonial Sec Letter auth Exemption Period of E:	retary's lorizing Total , and Amount xemp- due.
				A. R	. P.		Rs. c.		A. R. P.	Rs. c.	tion gran	ited. Rs. c.
$\frac{1}{2}186$	Galagodewatta	M. L. Ukku Banda			0 - 0				_	—		. 2 0
I187	Dowewatta	M. K. Appuhamy	• • '		0.0			٠.			—	2 0
1188 1189		A. V. Mudianse M. K. Appuhamy	• •		$egin{smallmatrix} 0 & 0 \ 2 & 0 \end{smallmatrix}$			• •	_			2 0
1190		M. K. Dingiri Menika			0 20		0 25		_	:: =		1 0
1191		V. G. Appuhamy and Sudu Bar	nda								••	0 25
1100		Gamarala	• •	-	$egin{smallmatrix} 3 & 0 \\ 0 & 20 \end{bmatrix}$	• •	$\begin{array}{c} 1 & 50 \\ 0 & 25 \end{array}$		_		•• —	1 50
$\frac{1192}{1193}$	Do. Delungahawatta	D. W. Pinhamy	• •		$0.20 \\ 0.20$							0 25
1194	. Karametiyaelapatawatta				2 0		1 0			: -	:: =	0 5
1195	Watagaiyaulpotewatta	M. V. Punchi Menika			0 15		0 19					0 19
	Delungahawatta	M. K. Appuhamy	٠.		0 3 0 0 30		$\begin{array}{c} 0.38 \\ 0.38 \end{array}$	• •	_	—	–	0 38
$\frac{1197}{1198}$	Do. Boruwelahapug awakaw a	M. K. Dingiri Menika tta K. A. Vidane	• •		20			• •		: -		0 38
1199 .	Wattutennewatta	V. G. Bedderala ex Arachchi	٠.				1 50			—	··· -	1 50
1200 .	Do.	V. G. Kalu Banda Gamarala a					1 50					
1201 .	$\mathbf{D_0}$.	Menikrala L. G. Kiriwante		0 3		• •	1 50 0 50			•• =		1 50
	. Daradakumburewatta	. L. G. Bedderala ex Arachchi		ŏi			0 50			: -	·· —	0 50
1203		L. G. Keerala Arachchi		0 1	. 0		0 50				··. —	0 50
1204 .		do		0 0				• •			—	0 25
1205 .		L. G. Appuhamy and Vidane Medawela Vihare		$egin{smallmatrix} 0 & 1 \ 0 & 0 \end{smallmatrix}$	1 20	• •	0 50 0 25	• •			• •	0 50
1206 .	. Do. . Ganilewatta	. V. Banda			20		~ ~~	• &	_	:: =	: -	0 25
1208 .	. Do.			0 1	. 0		0.50					0 50
1209 .	Do.	V. Kalu Banda Gamarala			20			• •		—		0 25
	. Arawewatta			$\begin{array}{ccc} 0 & 0 \\ 0 & 0 \end{array}$				• •		., —	—	0 25
$\frac{1211}{1212}$.				$egin{smallmatrix} 0 & 0 \ 0 & 1 \end{bmatrix}$		• •		• •		··		0 25
	. Goeddiyawatta			$\tilde{0}$ $\tilde{3}$		• •	4 50			·· –	: -	1 50
1214.	. Kolluwatta	G. K. Kiriwante, Kiriham	ıy,									
1215.		Siribeddena, and Podisingho		1 0	0	• •	2 0	• •	-	—		2 0
1216.	. Do.	P. K. Banda, Malaka, and Punc menika		0 2	. 0		1 0					1 0
1217 .	. Godawakkumburewatta			0 2				• •		·· —		1 13
1218 .		G. K. Rammalhamy		0 3								1 50
1219 .			• •	1 0		• •	$\begin{array}{ccc} 2 & 0 \\ 0 & 0 \end{array}$	• •			•• —	$\begin{array}{cccc} & \ddots & 2 & 2 \\ & \ddots & 0 & 6 \end{array}$
1220. $1221.$				$egin{pmatrix} 0 & 0 \\ 0 & 2 \end{bmatrix}$		~••	$\begin{array}{ccc} 0 & 6 \\ 1 & 0 \end{array}$	• •				0 6
$\frac{1221}{1222}$.	. Do.		• •			• •	1. 0	• •		—		1 0
1223 .		B. Sudu Menika and Malhamy		0 2	0		1 0			—		1 0
	. Talakumburewatta			0 2		• •			—	—		1 0
1225 .				$egin{smallmatrix} 0 & 2 \ 0 & 2 \end{bmatrix}$		• •	$\begin{array}{ccc} 1 & 0 \\ 1 & 0 \end{array}$	• •	—	• •	–	1 0 * 1 0
	. Assweddumewatta . Gannilewatta	G. G. Kiriwante G. G. Appuhamy, Kirihamy, az		U Z	U	• •	1 0	• •		•• —		* 1 V ₁
122	· Gallinowassa			1 0	0		2 0					2 0
1228 .	. Kariyawakawatta	K. Weerasinghe Punc			_							10.0
1000	Danahamatta			5 0		• •		••	_			$\begin{array}{cccc} & 10 & 3 \\ & 1 & 0 \end{array}$
	. Bogahawatta . Do.	M. G. Kiriwante T. P. Appuhamy		0 2 0		• •	0.10	• •	_			$\ddot{0}$ $\ddot{0}$ $\ddot{3}$
	. Meda-arawegedarawatta			iŏ		• •	• •					2 💇
1232 .		do		0 0			0 6		—		—	0 6
	. Kariyawaka	G. H. Jayawardena P. Muthumenika		$5 2 \\ 5 2$	0	• •	11 0 11 0	• •				11 0
1234. $1235.$. Do Delungahawatta	Delungahawatta Korala, Pries		2	U	••	11 0	• •	, .		–	
	· Douglassan and			9 2			1 0		 .	,		1 0
	. Mahakumburewatta			2	0	••	1 0	• •	- .	. —	• • •	1 0
1237 .	. Gamarawewatta	Ex Korala, Priest, Appuw Muthumenika, Ranmenika, an										
				2 0	0		4 0		— .			4 0
	. Agodagedarawatta	U. Keerala	6	0	5		06					0 6
1239 .		A. Siyatu]					• •				$\begin{array}{ccc} \dots & 2 & 0 \\ \dots & 0 & 50 \end{array}$
1240. 1241.	. Ranthiyawatta	· · · · · · · · · · · · · · · · · ·	($\frac{0}{20}$			• •			··	0 25
$1241 \cdot 1242 \cdot 1$		D. Dingiri Menika	(20					: —		0 25
1243 .	. Do.	Banda Gamarala .	1		0					. —	·. —	2 0
1244 .		U. K. Ram Menika .	♀		10		0 13 .			Z, ,	•• : -	0 13
	. Diyamamwewatta	***	0		0			• •			-	1 50
1240. 1247.	. Pallekurundugolla . Do.	Siyatu and Kiri Banda	C		_	· ·	0 50		_ :	: =		0.50
1248 .	. Jayasingedarawatta	Ukku Menika	č		o .							
1249.	. *Do.		<u>c</u>		0				— .	. —		0 50
1250 .		* * ~ ~ ~ ~ ~	0			• •	1 0.	• •	- .	•		0
	. Pillagoda . Wewahena	Juse Silva M. K. Kiriya	. 4		0	• •	8 0 .	• •	_ :	:	:: <u> </u>	4 0
1253.	. Ritigahakotuwa	Siribaddana ex Korala 🐁 .	. 0	1		• •	0 50		- :	. —	:: –	0 50
1254 .	. Do.		. 0	2	0 .		1 0.			. —		$\begin{array}{cccccccccccccccccccccccccccccccccccc$
	. Ritigahawatta	Dingi Appu	. 0					•	- .			: 1 0
	. School garden . Galtabbawatta	A 1	. 0			•	$\begin{array}{ccc} 1 & 0 \\ 1 & 0 \end{array}.$	•	_ :	•	–	1 0
	. Liyaddihatarawatta	. Davith Singho	. 0	$\tilde{2}$	_	•	1 0.		<u> </u>		~ _	1 0
1259 .	. Hapugahawatta	. M. K. Mahima	. 0	2	0.		10.			. —		
1260 1261			. 0		$\begin{array}{c} 0 \\ 0 \end{array}$		1 50 . 1 0 .	•				: 1 0
	. Do. . Kajugahawatta	. Bastia Appu, Davith Singho, and	ď		0.	•	1 0.	•		. —		
			. ī		0.		20.					2 0
		8				12						A 8

ò, '	Name of Allotment of Land or Field.	* Name of Owner	· E	lxten	it.	Amo Due	€.	Area ex- empted	. e	monn	t Letter Exem Period	nd Date Secretar authori of Exen	zing T nd Am np- di	'ota ioui ue.
	'n		·	B.	P.	Rs.	C. A	. R. P.	. 1	Rs. c.	tion	granted	Re	si. ·
63	Galtabawatta	Mali	1	0	0	. 2	0	,		_		_		2
64	Alugollewatta	Menika and Siripina	2	0	0	4	0	. 		_				4
65	Padiyagodawatta	Siribaddena ex Korala	1	0	0.,	2	0	勝 —	٠.	—				2
66	Landegedarawatta	M. Keerala	0	. 1	5		56	`					(05
67	Do.	L. Appuhamy	0	1	5		56					_	(05
	Kahatagahawatta	U. Siribeddena	. 1	ĩ	Ď		50		• • •		• •			2 5
	Do.	T. A. Ranghamy	·· î	î	ŏ		50		••		• •			2 5
	Wakturelandewatta	M. Bedderala Gamarals			5		56		• •		• •			05
70		T. P. Malhamy	0	i	0		50	-	• •	_	• •			0.5
$71 \dots$	Assweddumewatta		0				56		• •		• •			0.5
₹z	Wakturelandewatta	M. Punchirala		Ţ	5				• •		• •			
	Alutgekandarewatta	Malhamy Uma-ela Ara	chchi 0	1	0		50		• •		• •			05
74 :.		U. Punchirala and Ran		1	0		50		• •	_	• •			0 5
75	Nayapitawatta	Malhamy Uma-ela Ara		0	0	2	0	_						2 -
76	Do.	U. Punchihamy and R.	anghamy 0	3	0		50							15
77	Do.	W. M. Appu	1	0	0	2	0						:	2
78	Miyanarawehena	Sena Mena Pulle	2	0	0	4	0			—			4	4
79	Do.	T. K. Huda	ī	Ŏ	Ŏ.,	$\tilde{2}$	Ŏ				• •			$\tilde{2}$
	Dandugalewatts	. A. Rangi	0	ĭ	ŏ		50		• •		• •			$\tilde{0}$ 5
	Dandugaiewaiia Do.		0	î	ŏ		50		• •		• •	_		05
	· ·	A. Nipuna			0				• •		• •			05
82	Gedarawatta	K. B. G. Siribeddena ea		1			50	_	• •		• •			
83		G. G. Ramalhamy	1	0	0		0		• •	_	• •	_		2
84		U. G. Kiri Banda	0	1	0		50							0 5
285		do	0	2	0	1	0		• •					1
286	Gedara-arawewatta	M. G. Ukku Banda ex	Gamarala 0	1	0	0	50					_	(05
87	Dauldena-arawewatta	A. Keerala	0	2	0	1	0]	l
288		K. Mudiyanse	1	0	0	2	0						2	2
89	Kamategedarawatta	M. G. Menikrala	0	2	0	1	0							1
	Ellewatta	M. G. Punchirala	0	ī	ŏ		50		••		••			0 5
91		W. G. Kiri Baba	ŏ	î	ŏ		50	-	• •					0 5
~ ~	Nekunaganawana								• •	-	• •			
92		M. G. Kiriwante and K		0	0		$_{0}^{0}$		• •		• •			
93	Do.	M. G. Punchirala	0	1	0		50		• •		• •			0 5
94	Balarawehena	T. K. T. S. Dureyalage		2	0		0		• •		• •			3
95,	Wadagodewatta	K. D. Bastian Appuha	my 0	2	0	1	0					_	1	1
96	Rattalarawa	Tennekumburegedera	Maddiliya-											
ğ		deniya of Ratambe	1	0	0	2	0				·			2
97	Ratharawewatta	D. James Appuhamy	of Uma-ela 0	2	0	1	0]	1
98	Pahaliya-arawewatta	do	0	2	0	1	0]	1
	Watupitiya-assweddun		0		0	1	0							ŀ
	Dauldenagodawatta	do	ŏ	$\bar{2}$	ŏ	ī	ŏ		••		••			ĩ
,,,,	L'aprachagoda wa ta ta	40	••••						••		• •		••	-
1.7	'		91	1	28	182	97	,					189	2*9
- **		·	91		30	102	91	,				#	104	20
		.	~									-		
		AME	nded Summa:	RY.										
	· ·		•			17.	_4:4				•		Amo	
							xtent.							10.
						A.	R. P.						Rs.	. (
specif	fication published in Gos	vernment Gazette No. 6,769 of	January 13,	1916	6	619	3 24						1,239	8 (
		vernment Gazette No. 6,887 of			• •	11	1 20						22	
specif	fication published in Go	vernment Gazette No. 6,984 of	December 6	191	7	2	2 0							5
gnenif	fication published in Go	vernment Gazette No. 7,002 of	March 21 19	319	• • • •	$ar{ar{2}}$	2 0					• •		ź.
abeout	feation published in Go	vernment Gazette No. 7,014 of	May 30 1910	9	• •	ĩ	3 0					••		3 5
		vernment Gazette No. 7,014 of			• •	î	1 20	• •				~ ••		2 7
					• •	6	3 27	• •				• •		3 8
		ernment Gazette No. 7,094 of	maion 20, 18	,20	• •			• •				• •		
von se	w added	••			• •	91	1 38	• •				• •	182	<i>i</i>
					_	70-	9 4						1 477	
,			. 7.047 4 -1	cc c		737	3 9						1,475) 0
		lots Nos. 89, 391, 493, 494, ar				_								
specifi	ication published in Gove	ernment Gazette No. 6,769 of	January 13, 1	1916	•	. 2	0 0	• •				• •	4	į.
	Ÿ .	m-t-1				795	2 0	ran	-+-1	. ma 0141	a t m aaa	rrone bla	1 471	
		Total	area paying r	ete	• • -	735	3 9	10	OPST	umoui	16 1.6CO.	verable	1,471	. 0
D. 3	lulla Kachcheri,				•							N. TH		
Bac													Agen	

SPECIFICATION.—Irrigation Works, Northern Province.

CPECIFICATION showing all leased lands found to be capable of irrigation by Mamaduwa tank, the names of the lessees and the contributions payable in respect of the cultivated portions of each land for the year 1921. The specification must be re-published once a year. The rate recoverable is Rs. I per acre per annum on the cultivated portions (vide Wanni lands condition No. 11). The specification published in Government Gazette No. 6,959 of August 2, 1918, for the leased lands under Mamaduwa tank is hereby cancelled.

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		2.4													- 3	Na.			
	I	reliminar	y plan 3,2	82. Situation of L	and: I	Mam	adu.	Date	of L	ease	: De	ember	20,	1909.					
Lot	Nam	of Land.		Name of Lessee.		Ext	ent.		tal L mour			ount Pa o Date		Ez Cult	cten ivat			igatio te Di	
	•		* *	A 4		A. 1	R. P.		Rs.	C.		Rs. c.		A.	R.	P.		Rs.	c.
12149	Karami	paikādu	Comment of the comment	- <u>L.</u>														_	
12140	Arimmi	parkadu		W. W. Punchirala	· `• •	8	0 0	• •	201	0	1	27 91		- 8	0	0		. 8	0
4522	. Velkele	Prelimi	nary plan	1,324. Situation o		: Ma						July 13	, 19	l1.					
4522	. verkere			A. Punchirala		9	3 15		386	O	1	43 44		9	3	15		9	84
		,			v čen	_		• •	•••	•	• • • •	. 10 11	• •				••		· .
	,		• • •	* 1		17	3 15							17	3	15		.17	84
																_			

Mullaittívu Kachcheri, February 22, 1921.

R. M. M. Worsley, Assistant Government Agent.

MUNICIPAL COUNCIL NOTICES

MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &c., in				Per	Who Rs.	lesale. Per	·	Řetail. Rs. c.
Per	Wholesale. Rs. c. <i>Per</i>	Retail. Rs. c.	Sugar Brown		•• -	lb:	• •	
Paddy, Country Bushel	2 25 . Measure		Salt	,	•• -	Measu	re	0 12
Paddy, Country Busher Paddy, Imported do.		• -	Salt	. —	•• -	lb.	` ••	0 7
	— do.		Dried Chillies	,	•• -	– . do.	••	0 80
(do.	* *	Coriander	—	• • •	do.		0 22
ma = 13 1 1	do.		Pepper	. —	•• -	- Measu	re	0 56
			Garlic		•• -	–lb.	• •	0 34
#	— do.		Mustard		•• -	- Measu	те	0 40
	— do.	•• —	Turmeric		••	–lb.	••	0 20
	— do.	—	Fenugreek		••	do.	• •	0 20
	— do.	· -	Cummin		•• -	– do.	• •	0 36
Raw Rice (Batavia) do.	Seer	0.90	Aniseed		•• -	– do.	•••	0 25
Dhall (Thovaram) do.	do.	0.00	Tamarind		•• -	do.		0 12
Dhall (Mysore) do.	— do.	0.00	Jaggery		••	Bundle)., e	0 36
Green Peas do.		0.00	Gingelly		~	Seer	• •	0 28
Ulundu do.	— do	0.04	Gingelly Oil			 Bottle 		
Gram do.	do.	0.15	Coconut Oil		• • •	Measu	re	0 80
Wheat Flour —	—lb.	0 15	Kerosine Oil, Day li	ght		 Bottle 		0 24
American Flour —	— do.	4.05	Kerosine Oil, Monke			do.		0 26
Ghee, Cow —	— Seer	3 05	Matches, Three Star	· 8		 Packet 		42 25
Ghee, Buffalo —		0.40				12 b	oxes	0 35
Milk	—Bottle	0.10	Matches (Japanese)		• •	do.		0 30
Potatoes (Indian) —	—lb.	1	Beef			lb.	• •	0 35
Potatoes (Bangalore) —	do.	0 0	Mutton		• • •	do.		0 80
Onions (Bombay) —	do.		Pork			do.		0 60
Onions, Red —	do.	** * '	Chickens			- Each	• •	0 75
Bread —	—1-lb. loa		Eggs*		• • • -	do.	••	$0.5\frac{1}{2}$
Tea —	—lb.	0 48	Dry Fish, Nettali					
Coffee —	—lb.	0 62	(Halmessan)		••	lb.	••	0 30
Limes —	—Dozen	0 6	Dry Fish (Maldive)			– do.		0 54
Coconuts —	—Each	0 8						
Sugar, Soft —	—lb.	0 36	·			S. F. Drx		
Sugar, Crepe —	. — do.	0 32	m	.	C TO			
Sugar (Ceylon) —	— do.		The Municipal O		tor F	inancial Ass	istant) 50 1
Sugar Candy —	· do.	0 54	Colombo, April 27,	1921.	the Uhan	rman, Munic	ipar (Jouness.
*								

MUNICIPALITY OF KANDY.

SUPPLEMENTARY List of persons licensed by the Kandy Municipal Council as Auctioneers Brokers for the year 1921:-

Geo. Gurusinghe K. Nagalingam P. U. de La Motte

Auctioneer

Auctioneer and Broker

do.

B. A. Lawrence D. C. M. Codipely Broker Auctioneer M. Ahamado Lebbe

D. P. Tampoe do. E. W. Schokman do.

Municipal Office, Kandy, April 20, 1921. JAS. JAYATILLEKE, Secretary.

do.

MUNICIPALITY OF

Minutes of Proceedings of a General Meeting of the Muricipal Council of Galle held in the Municipal Office on March 12, 1921, at 2 p.m., pursuant to Notice dated March 7, 1921.

Present.—The Hon. Mr. C. S. Vaughan, Chairman; Mr. D. G. Goonewardene; Mr. D. W. Subasinghe; Mr. C. E. de Vos; Mr. G. E. Abeywardene; Mr. J. E. Perera; Mr. D. I. Durham; and Mr. E. W. Cade.

- The Minutes of Proceedings of the General Meeting of February 19, 1921, a copy thereof having been furnished to each Councillor, were taken as read and confirmed.
- 2. Pursuant to notice, Mr. D. G. Goonewardene asked: (1) Is the pipe from the main to the Bikke reservoir kept open continuously day and night? (2) If not, during what hours is it kept open? The Chairman replied:—The pipe from the main to Bikke reservoir is not open continuously. It is kept open daily from midnight to 5 A.M. This had been the practice gives Hivere service was constant. has been the practice since Hiyare service was opened.
- (3) How long has this pipe been so used for the purpose of filling Bikke since it was last emptied? Reply—For five hours a day from November 16, 1920.
- (4) When is it expected the filling of Bikke will be completed in the way it is being filled now? Reply-It is not expected that Bikke will be filled before the burst of the monsoon.
- (5) Will not the south-west monsoon rains, if they prove to be normal, fill up Bikke independent of the Hiyare Reply—Yes. It is so expected.
- (7) If so, during what hours and (6) Is the water supply to the town cut off at any time during day or night? for what purpose? (8) Has notice of such cutting off been given to the public? (9) If not, why? Reply—The reply to (6) is in the negative; therefore (7), (8), and (9) do not arise.

- (10) If the water is not cut off, why is there a failure of water during some hours of the day? Reply... The failure of water occurs at times, I understand, chiefly in the higher parts of the town, and the Superintendent of Works is of opinion that such failure is due to insufficient pressure.
- (11) When will the scraping of the 3-inch mains be completed? Reply—The scraping of the 3-inch main, with the 4-inch and 5-inch mains, will be completed as soon as possible after the receipt of the new pipes which were ordered on the 10th instant.
- (12) Does the 10-inch main from Hiyare require scraping? (13) Is the scraping of the 10-inch main considered unsafe till the main is duplicated? (14) How is the duplication of the main likely to cost? Reply—The main is an 8-inch main, not 10-inch. The Superintendent of Works is of opinion that the 8-inch main requires scraping, but that it is unsafe to do it till the main is duplicated. The cost of duplication is estimated approximately at Rs. 600.000.
- 3. Pursuant to notice, Mr. J. E. Perera asked: (1) What further information has been received regarding the appointment of an officer to carry out the drainage scheme? When will he arrive in Galle? The Chairman replied:—I am informed, though not officially, that the officer has arrived in Galle.
- (2) Has the dust sweeper been sent round the Galupiadda road, as decided at the last Council meeting? (3) Why was not the Galupiadda road watered as directed by the Council? Reply—The Superintendent of Works reports that the road sweeper has been used on Galupiadda road, and that the road has been watered as directed by the Council.
- 4. The following resolution which stood in Mr. D. G. Goonewardene's name was, with the leave of the Council, withdrawn, as Council unanimously agreed that the supply to Bikke be discontinued:-

(1) That in view of the great inconvenience caused to the public by complete failure of water in the pipes during

some hours, that further filling of Bikke with water drawn from the main may be stopped.

- (2) With the leave of the Council, Mr. D. G. Goonewardene withdrew the following resolution on the Chairman's suggestion that it be referred to the Standing Committee on Municipal Works-"That expert opinion may be obtained as to the feasibility of scraping the 10-inch main.'
- Pursuant to notice, Mr. D. W. Subasinghe moved: (1) That the amount recovered by this Council by the sale of the land called Pokunewatta, situated at Dadalla and bearing Municipal assessment No. 511, in excess of the amount due to the Council by way of certain taxes, be refunded to the co-owners of the land. Mr. G. E. Abeywardene seconded.

Mr. D. G. Goonewardene said he was in sympathy with the mover, but he was obliged to oppose the motion because

he thought the Council had no power to pay out the money.

With the leave of the Council, and the consent of the seconder, Mr. Subasinghe withdrew the motion.

- (2) That the Galle Cricket Club be allowed the free use of the pavilion upstairs on the occasion of matches played by that club. Mr. J. E. Perera seconded, and Mr. G. E. Abeyawardene supported the motion.—Resolved that on the occasion of cricket matches played by the Galle Cricket Club the pavilion be open to the public free of charge, the Galle Gymkhana Club undertaking to make good any damage caused to it.
- Pursuant to notice, Mr. J. E. Perera moved: That notices indicating the watering and scavenging time beposted up in the different streets. Mr. D. W. Subasinghe seconded—Carried.
- 7. To consider an application from the Honorery Secretary, Galle Gymkhana Club, to enclose recess in the esplanade pavilion for use as a cloak room.—Resolved that permission be given in terms of the application, on payment of a rent of Re. I per mensem.
- To consider the assignment to a third party of the contract for the supply of draught cattle for scavenging and night soil carts.—Resolved to take no further action in the matter for the present.

 The following extracts from the Minutes of the Standing Committees, named, were laid before the Council:—

- Extracts from the Minutes of the Standing Committees on Municipal Works and Finance and Assessment (meeting together) of March 12, 1921.
- (2) To recommend an estimate of Rs. 50 for clearing out an underground drain in Kaluwella.—Recommended.
- (3) To consider an estimate of Rs. 575 for lining with rubble stone masonry a portion of the flood outlet channel along Circular road.—Resolved that the papers be referred to Mr. Box.
- (4) Papers re estimate of Rs. 2,400 for repairing a drain along Wackwella road.—Resolved that the papers be referred to Mr. Box.
- (5) To consider tenders for the construction of a wooden bridge at Bope.—Recommended that Abeysuriya's tenderof Rs. 13,195.75 be accepted, provided the tenderer is willing to enter into a contract for the construction of the bridge within one year for Rs. 6,700, and give security in Rs. 500.
 - (6) To consider an application for the free supply of water to the Fort mosque.—Postponed for next meeting.
 - 10. Extracts from the Minutes of the Standing Committee on Finance and Assessment of March 12, 1921.
- (7) To consider the question of remuneration to the Police Store Sergeant for supervising the work of the licensed cattle seizures.—Recommended that he be paid Rs. 7.50 a month from January 1, 1921.
- (8) To consider an application from Mr. Haniffa, Additional Sanitary Inspector, for a bicycle allowance.—Recommended that the allowance be given from March 1, 1921, the allowance not to be drawn, except when working in Ward No. 3, 4, or 5.
- (9) To consider an application from Mr. Morais, Inspector of Ward No. 4, for a loan of Rs. 100 to purchase a bicycle.— Recommended that it be given on same condition as before.
- (10) To consider an application from the Superintendent of Police, Galle, to waive the rent for the upper storey of the pavilion and for three temporary sheds erected on the esplanade for the Police sports.—Recommended that the application be refused.

Resolution.

Resolved that the recommendations of the Standing Committees be adopted.

The following documents were laid on the table:—(1) Statement of receipts and disbursements to end of February 1921; (2) Progress report of works done on estimates during February 1921; (3) Report of the Inspector of vehicles on car iages plying for hire during February 1921; (4) Reports of (a) the Medical Officer of Health, (b) the Superintendent of Works, and (c) the Manager, Health Department.

The Municipal Office,

Galle, April 9, 1921.

Confirmed:

C. S. VAUGHAN, Chairman.

	4 9 4 7	$\mathbf{A}\mathbf{mount}$	Actual		Amount	Actual Dis-
•	Revenue.	Estimated.	Receipts.	Expenditure.		bursements.
		Rs. c.	Rs. c.		Rs. e.	Rs. c.
1	Taxes	28,050 0	18,808 0	Non-effective charges	,	1,482 74
ž.	- Assessment	97,050 0	26,295 9	Chairman	500 0	125 6
	Licenses	10,960 0	2,603 75	Secretariat	25,111 50	6,690 94
	Judicial fines	3,000 0	947 97	Vehicles and Animals Department Municipal Court		148 0
	Tolls	17,945 0	 4 2 6 I	Manhata		260 64
	Slaughter-house	2,5 00 0	426 1 4,707 50	Fish auction shed		
	Health Department	20 ,0 2 0 0 26 ,000 0	5,116 73	Slaughter-house	T #00	529 50 2 70 57
***	Markets	1.940 0	1,471 58	Fire Brigade	***	210 31
	Rent Miscellaneous	31,800 0	3,252 2 5	Town clock	62 0 0	30 55
	Cometery	350 0	126 0	Lighting	** * * * * * * * * * * * * * * * * * * *	2,493 8
	Waterworks	2,800 0	871 0	Cemetery	760 0	162 60
8	774001W01AV	,000	0.2	Public Health Department:-		•
200				Sanitation Branch	1 2,436 0	3,395 32
40 4340 -				Scavenging Branch	18,286 0	3,952 64
ř.				Conservancy	30,812 0	5,170 22
a' .	•			Works Department:—		
• -				Annually recurrent	42,802 0	7,274 73
	•			Extraordinary		-,
				Waterworks		1,763 89
•		•		Town schools		
				War allowance		195 76 150 7 8
				Temporary increase to pensioners Vagrants	2,500 0	489 3
				Town survey for new Drainage	•	409 94
				Scheme		87 60
*	Total Revenue	242,415 0	64,625 88	Total Expenditure	273,599 56	36,619 94
	Deposits	· · · ·	2,850 9	Deposits repaid		1,576 86
	Total Receipts	—	67,475 97	Total Disbursements		38,196 80
	Cash balance on January 1, 192	11	106,454 19	Cash balance on March 31, 1921		135,733 36
	Total		173,930 16	Total		173,930 16
		В	-Surplus and Amount.	Deficit Account.		Amount
٠			Rs. c.			Rs. c
	Expenditure from Jan. 1 to Mar	rêh 31, 1921	36,619 94	Surplus on January 1, 1921		96,331 6 64,625 88
	Surplus on March 31, 1921	••	124,337 0	Revenue from January to March	•	
		Total	160 056 04			160,956 9
		Total	160,956 94		Total	
				s at March 31, 1921.	10vai ··	
			lance Sheet as	at March 31, 1921.	10041	Amount
	Liaritytes			at March 31, 1921. Assets.	10041	
	LIABILITIES.		lance Sheet as Amount. Rs. c.	Assets.	10041	
-	Deposits		Amount. Rs. c.	Assets. Cash in Bank :—	10021	Rs. c
-			lance Sheet as Amount. Rs. c.	Assets. Cash in Bank:— Fixed deposits		Rs. c
-	Deposits		Amount. Rs. c.	Assets. Cash in Bank:— Fixed deposits Current account in bank Re	s. 74,814 19	Rs. o
	Deposits		Amount. Rs. c.	Assets. Cash in Bank:— Fixed deposits	s. 74,814 19	Rs. 61,475
	Deposits		Amount. Rs. c.	Assets. Cash in Bank:— Fixed deposits Current account in bank Re	s. 74,814 19	Rs. c 61,475 (
	Deposits		Amount. Rs. c.	Assets. Cash in Bank:— Fixed deposits Current account in bank R. Uncashed cheques R.	s. 74,814 19 s. 655 83	Amount Rs. c 61,475 (74,158 36 100 (135,733 36
	Deposits	C.—Ba	Amount. Rs. c. 11,396 36 124,337 0	Assets. Cash in Bank:— Fixed deposits Current account in bank R. Uncashed cheques R.	s. 74,814 19 s. 655 83 	Rs. c 61,475 74,158 3

NOTIFICATIONS "THE UNDER **PATENTS** ORDINANCE,

THE following Specifications have been accepted:

No. 1,807 of February 12, 1921 (date applied for under Section 50 of the Ordinance, March 17, 1920).

A device of the kind hereinbefore set forth, for enabling safety razor blades to be used for various other purposes besides shaving, wherein the blade is retained in the holder by a locking member of U-section which is adapted to engage the sides of said holder and securely clamp the blade in the required position, substantially as described.

Ernest Norbert Kennedy.

"A new or improved device enabling safety razor blades to be used for various other purposes besides shaving."

Abstract.—The inventor describes a device in which safety razor blades are attached to a holder which shuts up like a penknife, and which can be used for various purposes other than shaving.

The claims are:—

2. A device as claimed in claim 1, for enabling safety razor blades to be used for various other purposes besides shaving, wherein the strips of metal of which the holder is formed are cut away to different depths at their top edges to enable the device to be used as a safety corn parer, and wherein the locking member is so positioned on the holder that in its closed or lo king position it encloses that part of the blade which is exposed by said cut away portions, substantially as described.

3. A device as claimed in the first or second claim hereof, for enabling safety razor blades to be used for various other purposes besides shaving, wherein that part which forms the handle is adapted to slide over and completely close that part which forms the blade holder, the holder being secured within the handle, both in the open and closed positions. by means of projections thereon which engage with corresponding recesses in the handle, substantially as described.

4. A device as claimed in the third claim hereof, comprising the handle a provided with the slots o and g and the recesses n, the holder b with the slots j and p and the projections m and the locking channel shaped member a pivoted at e to the holder b and provided with the serrated surface h and the pointed end i, substantially as described and illustrated in figures 1, 2, and 3 of the drawings.

5. A device for enabling safety razor blades to be used for various other purposes besides shaving substantially

as described with reference to Figures 4, 5, and 6 of the accompanying drawings.

One sheet of drawings.

No. 1,821 of April 16, 1921 (date applied for under Section 48 of the Ordinance, March 15, 1920).

Alfred Arthur Lockwood.
"Improved process for the treatment of growing trees and other growing plants possessing wood-like stems."

Abstract.—Trees or other growing plants having wood-like stems are treated by having a hole bored in the trunk, stem, or root, and a liquid introduced therein either by pouring into the hole or by siphonic action induced by the sap. In some cases a number of solutions may be introduced successively, thus enabling a disinfecting-element such as sulphur. contained in one of the solutions to be precipitated by means of another solution. As examples of solutions, those of ammonium or alkali salts, such as ammonium or sodium nitrates, ammonium sulphate, sodium sulphide, and an alkali nitrate, solutions containing citric or malic acid or citric acid and sugar, and of salts containing iron, such as citrate of iron, are given.

The claims are :-

A process for the treatment of growing trees or other growing plants possessing wood-like stems which consists in boring a hole in the trunk or stem or root and introducing a liquid or solution therein.

2. In a process such as claimed in claim 1, the introduction of solutions having sulphur and nitrogen content or the successive introduction of a solution having a sulphur content and a solution having a nitrogen content.

In a process such as claimed in claim 1, the introduction of a solution containing citric acid or a citrate or malic acid.

A process for the treatment of growing trees or other growing plants possessing wood-like stems, substantially as herein described.

No drawings.

W. N. RAE, Registrar of Patents.

LOCAL BOARD NOTICES.

Local Board, Matale.

Resolution No. 2 of May 12, 1917.

DESOLVED that the monthly meeting of the Local Board be held on the 4th Saturday of each month at 9 A.M.

Local Board Office, Matale, April 25, 1921. C. HARRISON-JONES, Chairman.

Election of Unofficial Member, Local Board, Nawalapitiya.

T is hereby notified that Mr. D. M. de Silva has been elected an Unofficial Member of the Local Board of Nawalapitiya for the remaining period of the year 1921.

Kandy Kachcheri, April 20, 1921.

W. L. KINDERSLEY, Government Agent.

COMMITTEE NOTICES. ROAD

Election of European Member, District Road Committee, Kalutara.

OTICE is hereby given that under the 16th clause of the Ordinance, No. 10 of 1861, all persons intending to offer themselves as candidate for the office of European Member of the District Road Committee of Kalutara for the unexpired term of 1921, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee, Colombo, at least 10 days before the day of election.

The election will be held on Monday, May 9, 1921, at

10 A.M., at the Kalutara Kachcheri.

Provincial Road Committee, Colombo, April 22, 1921.

W. A. WEERAKOON, Secretary.

Duckwari-Ferndale Branch Road.

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 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-

- (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.

Ferndale estate. ALFRED H. KERR, Rangala, April 11, 1921. Chairman, Local Committee

Duckwari-Cottaganga Branch Road.

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 Cottaganga bungalow, at 2 P.M.

Business.

To elect a member for the Committee in place of Mr. Westland who has left the district.

	To consider and report to the Provincial nittee with regard to—	Road
(a)	The names of the estates (with their acreages) are interested in and which use the road;	which
(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.

OTICE 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.

To consider the estimate for upkeep of the section

from 4 to 5½ milestone of the above road.

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.

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 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.

GEO. JOHNSTONE. Dehigolla estate, Chairman, Local Committee. Rangala, April 15, 1921.

Alawatugoda-Ancoombra Estate Cart Road.

(Maintenance, 1921.)

OTICE 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 :-

1st section, 26 chains.

Proprietors or Agents.		Estates.	Ac	reage
Heirs of A. Stevenson (Mackwoo & Co., Agents; W. D. Stevenson	1,			
Superintendent) .	•	Craigingilt	• •	323

1st and 2nd sections, 87 chains.

Syston Estate Co. (George Steuart & Co., Agents; C. E. Hamilton, . Syston Superintendent) 169

lst and 3rd sections, 106 chains, or 1 mile as	n d 26 ch	ains.
Proprietors, or Agents. Estates.		reage.
J. A. MacAllister (Aitken, Spence & Co., Agents; J. Taylor, Superintendent) Barton		854
1st to 4th section, 146 chains, or 1 mile and Syston Estate Company (George Steuart & Co., Agents; R. de V. Godfrey, Superintendent) Syston	l 66 chai	ins. 173
1st to 5th section, 186 chains, or 2 miles an	d 26 oha	ina
H. L. Cameron, Mrs. E. D. Jacob and R. R. Jenkyns (George Steuart & Co., Agents: J.	u. 20 (118)	IIIS.
Taylor, Superintendent) Velana R. R. Jenkyns and Mrs. E. D. Jacob (George Steuart & Co., Agents; W. H. L. Cameron,	••	187
Superintendent) Wallsend	• •	83
1st to 6th section, 264 chains, or 3 miles an	d 24 cha	ins.
W. H. Wijenaike of Lindula Wijenayal estate	ce's 	110
1st to 9th section, 470 chains, or 5 miles and	d 70 chai	ins.
Kandyan Hills Co., Ltd. (Carson & Co., Ltd., Agents; J. Taylor, Superintendent) . Pansalater	ma	234
1st to 10th section, 548 chains, or 6 miles and		ทร
Kandy Rubber and Tea Estates, Ltd. (Messrs. Lee, Hedges & Co., Ltd., Colombo, Agents; H.		÷
Orloff Combe, Superintendent). Ancoombra Doolgalla (Ceylon) Rubber Estates, Ltd. (Aitken, Spence &	3 Group	805
Co., Agents; A. C. Morgan, Superintendent) Parawatta P. B. Nugawela Nova Zem The Kepitiagalla Rubber Estates, Ltd., A. C. Morgan (Agents,		345 66
Harrisons & Crosfield, Ltd., Colombo) Nargolla	 	169
And at the same time and place the Commi	ttee will	tions

evidence, if necessary, and receive and consider objections and suggestions.

Provincial Road Committee's Office, W. L. KINDERSLEY, Chairman. Kandy, April 16, 1921.

Maskeliya Branch Roads.

OTICE 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. c.
Norwood-Maskeliya road	16,816 16
Maskeliya-Cruden road	3,120 52
Norwood-Upcot road	9,592 72
Brownlow-Luccombe road	2,219 4
Maskeliya bridge	99 49
Laxapana bridge	529 29
Situlaganga bridge	132 66

RAN E. ROLFE-ROGERS, Emelina estate, Chairman, Local Committee Maskeliya, April 18, 1921.

Kadugannawa-Alagalia Branch Road.

OTICE 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.

Tismoda Group, Chairman, Local Committee. Kadugannawa, April 18, 1921.

Golahenwatta-Yattawatta Branch Road.

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 Menday, May 9, 1921, at Dangan estate rubber factory at 8.30 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.

Laksahena estate, Matale, April 22, 1921.

C. H. LAMBERT. Chairman, Local Committee.

Mallawapitiya-Rambadagalla Branch Road.

OTICE is hereby given, in terms of the Branch Roads Ordinance, No. 14 of 1896, section 18, that a meeting of the Local Committee of the above road will be held in the Kurunegala resthouse, on Saturday, May 14, 1921, at 3.30 P.M.

Business.

To consider and report to the Provincial Road Committee with regard to-

Estimate No. 216 of March 31, 1921, amounting to Rs. 1,721.25 for repairing broken portion of wing wall of the Kospotu-oya bridge.

Marlbe estate, Matale, April 23, 1921. H. W. GORDON, Chairman.

Norwood-Campion Branch Road.

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, May 18, 1921, at the Bogawantalawa Club at 4.30 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.

H. V. GREER. Loinorn estate. Chairman, Local Committee. Bogawantalawa, April 25, 1921.

Darrawella-Annfield Branch Road.

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, May 11, 1921, at Darawella 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 estatesfor the assessment of the moiety of the cost of maintenance for the year ending September 30, 1921.

Blinkbonnie estate,

G. O. LE MOTTEE, Chairman, Local Committee.

Dikoya, April 25, 1921.

Pupuressa Branch Road.

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 Friday, May 13, 1921, at Pooprassie Factory, at 9 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 estatesfor the assessment of the moiety of cost of maintenance for the year ending September 30, 1921.

Castlemilk estate,

H. J. G. MARLEY,

Gampola, April 25, 1921. Chairman, Local Committee.

Bathford Valley Branch Road.

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, May 11, 1921, at Darrawella Club, at 4 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 estatesfor the assessment of the moiety of cost of maintenance for the year ending September 30, 1921.

Blinkbonnie estate, Dikoya, April 25, 1921.

G. O. LE MOTTEE, Chairman, Local Committee.

Ulapane-Riverside Branch Road.

OTICE 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 Wednesday, May 18, 1921, at Mahavilla Factory, at 10 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 and the Ulapane bridge,;
- (b) The sections of the road used by these estates;
- The names of the proprietors, resident managers or superintendents, and of the agents of these estates.

The private contributions on the maintenance estimates of the road and of the bridge for the year ending September 30, 1921, amount to Rs. 1,777.60 and Rs. 166.65, respectively.

Mahavilla estate, Ulapane, April 26, 1921. GEO. BENZIE. Chairman.

Huluganga-Bambraela Branch Road. (Hulu-ganga Bridge.)

TOTICE 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 reconstruction of the bove bridge, 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 undermentioned estates to make up the private contributions:—

Government moiety .. Rs. 5,324.00 Private contributions .. Rs. 5,563.58

1st section.

Proprietors or Agents.	Estates.	Acreage	•
S. K. Dawood Saibo	Tharnagala Group	28	3
J. C. de Silva)
C. B. Clay	. Mahousa	614	Ę
C. Woods		de 648	ï
R. J. Layard (R. P. Han-	•		
cock)	The second second	456	,
Mrs. Woods	Kandekattia	600	
J. C. de Silva	Galgodawatta	22	
	Wawakanattawatta		
Veerappen Kangany	Tallagoya	28	
Marie Kangany	Marie's Land and Fl		
•	rence	570	
General Ceylon Rubber and			
Tea Estates, Ltd. (M.			
Martin Smith, Agent, C.			
W. Boyd Moss, Manager).	Goomera Old and Ne	w 844	
Pana Sidambaran Kangany.		210	
E. R. Cox		184	
Colombo Commercial Co.,			
Ltd. (A. W. Upcher,			
, ,		435	
	Halgalla and Madakel		
Heirs of Marie Kangany	Lebanon Group	1,098	
		1,349	
		584	
2º0;	Gangamulla	263	

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 26, 1921. Chairman.

Glenalla-Havilland Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1920, to September 30, 1921, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

GLENALLA-HAVILLAND BRANCH ROAD. Estimate No. D 408 of November 30, 1920.

Government moiety . . . Rs. 2,350 Private contributions . . Rs. 2,397

1st section.

Total acreage, 3,134—Moiety of cost, Rs. 684·86—Rate per acre, 21·8525c.—Total rate, 21·8525c.

Proprietors or Agents. Estates. Acreage. Rs. c. Darley Butler & Co. . . Glenalla . . 246 . . 53 75

1st to 3rd section.

Total acreage, 2,888—Moiety of cost, Rs. 1,369·72—Rate per acre, 47·4279c.—Total rate, 69·2804c.
George Steuart & Co. .. Waharaka ... 565 ... 391 43

1st to 4th section.

Total acreage, 2,323—Moiety of cost, Rs. 342·42—Rate per acre, 14·7404c.—Total rate, 84·0208c.

Darley Butler & Co. . . Havilland . . 525 . . 441 10

Proprietors or Agents.	Estates.	Agree4	lssessmei ge. Rs.	
Punchirala Arachehi, heir of Adikarirallage Appu-			k	
hamy	Pitakele Dedugalla	0 44	36	9 6
Darley Butler & Co T. A. Peria Sami Pillai	Gangwarily	425	0 · 357	
George Hunter	Oonankanda Uduwa		S. H.	55 55
100.	,	. 50 Potel	9 207	

Which sums the proprietors, managers, or agents of the several estates is hereby required to pay into the Colonial Treasury, on or before June 4, 1921.

Provincial Road Committee's Office, Ratnapura, April 22, 1921.

R. H. BASSETT, for Chairman

Ellearawa-Pinnawala Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1920, to September 30, 1921, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

ELLEARAWA-PINNAWALA BRANCH ROAD, Estimate No. D 386 of November 26, 1920.

1st and 2nd section, 2 miles.

Total acreage, 2,984—Moiety of cost, Rs. 1,553·52—Rate per acre, 52·0616c.—Total rate, 52·0616c.

Assessment:
Proprietors or Agents. Estates. Acreage. Rs. c.
S. P. Hayley and W. E.
Sparling, Hayley &
Kenny, Agents . Rye Rubber
Division . 122 . 63 51
P. L. Palawasan Pillai . Udapolwatta . 52 . 27 7

1st to 7th section, 6½ miles.

Total acreage, 2,810—Moiety of cost, Rs. 3,495.48—Rate per acre, 124.3943c.—Total rate, 176.4559c.

The Uplands Tea Co.,

Limited (Whittall & Balangoda group—

Co., Agents) ... Maratenna
Do. ... Detanagalla
Do. ... Cecilton
Do. ... Pambagolla
Do. ... Pinnawala

The Waleboda Tea and Rubber Co., Ltd. (The Galaha Ceylon Tea Esates Co., Ltd., Agents)

Waleboda, cultivated acreage 256 . . 451 72

S. T. de Silva, Pine Hill Estate, Pelpola, Kalutara

Ferndale and Sherwood cultivated acreage

.. 70 .. 123 51

Total .. 5,049 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, on or before June 4, 1921.

Provincial Road Committee's Office, Ratnapura, April 25, 1921. R. H. BASSETT, for Chairman

TRADE MARKS NOTICES.



N Ampliance with the provisions of "The Trade Marks Oddinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Application No. 926.
- (2) Date of Receipt: July 20, 1914.
- (3) Applicant (Proprietor of the Trade Mark): THE TRANSATLANTIC EX- & IMPORT COMP., M. B. H. (a Company duly incorporated under the laws of Germany), Repsoldstrasse 58, Hamburg, Germany; Exporters and Importers.
- (4) Address for service in the Island: M. A. C. Mohamed, Keyzer street, Pettah, Colombo.
 - (5) Classes: Three and Forty eight.
 - (6) Goods: All goods included in the foregoing classes.
 - (7) Mark:

EROL

Registrar-General's Office, Colombo, April 5, 1921. F. BARTLETT, Registrar-General.

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. 1,930.
- (2) Date of Receipt: November 20, 1920.
- (3) Applicant (Proprietor of the Trade Mark): C. S. ANTONY AND COMPANY, Nos. 95 and 96, Madampitiya road, Colombo, Ceylon; Merchants.
 - (4) Address for service in the Island, if any: ---
 - (5) Class: Forty-two.
- (6) Goods: Pulses, tea, sago, sugar, preserved meats, confectionery, pickles, and vinegar.
 - (7) Mark:



This Trade Mark has not been in use before the coming into operation of the Ordinance.

Registrar-General's Office, Colombo, April 27, 1921.

F. BARTLETT, Registrar-General. IN 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. 1,988.
- (2) Date of Receipt: March 12, 1921.
- (3) Applicant (Proprietor of the Trade Mark): WAILES DOVE BITUMASTIC, LIMITED (a Company duly incorporated under the laws of England), 5, St. Nicholas Buildings, Newcastle-on-Tyne, England; Manufacturers.
- (4) Address for service in the Island, F. J. & G. de Saram, Colombo.
 - (5) Class: One.
 - (6) Goods: All goods included in the foregoing class.
 - (7) Mark :

BITUMASTIC

Registrar-General's Office, Colombo, April 27, 1921. F. BARTLETT, Registrar-General.

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. 1,999.
- (2) Date of Receipt: April 6, 1921.
- (3) Applicant (Proprietor of the Trade Mark); DODWELL & COMPANY, LIMITED (a Company duly incorporated under the laws of England), having a place of business established at Colombo, Ceylon; Tea Merchants.
- (4) Address for service in the Island: H. W. Cave & Co., Colombo.
 - (5) Class: Forty-two.
 - (6) Goods: Tea.
 - (7) Mark:



The essential particular of the Trade Mark is the device of a branch of tea leaves embodied in a circle, and no claim is made to the exclusive use of the words "Pekoe Buds Tea."

This Trade Mark has not been in use before the coming intooperation of the Ordinance.

Registrar-General's Office, Colombo, April 27, 1921. F. BARTLETT, Registrar-General. iance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the fig application for registration of a Trade Mark is advertised:—

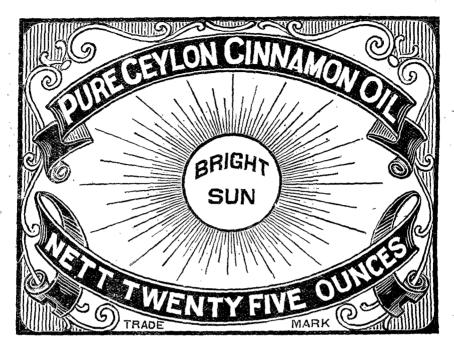
on No. 2,001.

of Receipt: April 8, 1921.

- Applicant (Proprietor of the Trade Mark): CONGANIGE PEREGINU ANTONY, carrying of TONY & COMPANY," "The Grove," Modera street, Mutwal, Colombo; Merchant. business
 - Address for service in the Island, if any :-

(5) Class: Three.

(6) Goods: Cinnamon oil used for medicinal purposes.



The essential particular of the Trade Mark is the distinctive label.

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

F. BARTLETT Registrar-Gener

Ordinance, 1888," and the "Trade Marks Rules, 1906," with the provisions of "The Trade Marks the following application for registration of a Trade Mark is

(1) Application No. 2,006.

(2) Date of Receipt: April 20, 1921.

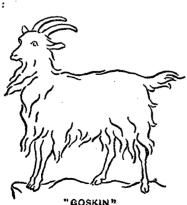
(3) Applicant (Proprietor of the Trade Mark): WIGGINS TEAPE AND COMPANY (1919), LIMITED (a Company registered under the Joint Stock Companies Acts of England), 10, Aldgate, London, England; Paper Makers and Wholesale and Export Stationers.

(4) Address for service in the Island: F. J. & G. de

Saram, Colombo.
(5) Class: Thirty-nine.

(6) Goods: Paper (except paper hangings).

(7) Mark:



The essential particulars of the Trade Mark are the device of a goat and the word "Goskin."

This Trade Mark has not been in use before the coming into operation of the Ordinance.

Registrar-General's Office, Colombo, April 27, 1921.

F. BARTLETT, Registrar-General.

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. 2,007.

(2) Date of Receipt: April 21, 1921.

(3) Applicant (Proprietor of the Trade Mark): JOHN DICKINSON & COMPANY, LIMITED (a Company duly incorporated under the laws of England), 65, Old Bailey, London, E.C., England; Paper Merchants and Manufacturers of Stationery.
(4) Address for service in the Island: H. W. Cave &

Company, Colombo.

(5) Class: Thirty-nine.(6) Goods: Paper (except paper hangings) and stationery.

(7) Mark:

CROWN.

The essential particular of the Trade Mark is the word "CROWN."

This Trade Mark has not been in use before the coming into operation of the Ordinance.

Registrar-General's Office, Colombo, April 27, 1921.

F. BARTLETT Registrar-General Ceylon Government Railway.—Comparative Statement of Goods Traffic for the Month of January, 192

Particulars of Goods Conveyed. Month ende January 31			January 31,		Increase in 1921.		Decrease in 1921.	Nett Increase or Decrease from October 1, 1919, to January 31, 1921.				
		1920.		1921.				•		increase in 120 to 1921.		Decrease in .
•	-	Tons.		Tons.		Tons.		Tons.	18	Tons.	. 18	20 to 1921. Tons.
Kerosine oil		487		. 365				122				322
-Rubber		3, 99 8	• •	3,236				762		٠ ــــــ ٠		85 6
Rice		14,305		19,859		5,5 54	*					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	٠.	2,570		1,119				1,451		'		3,396
Plumbago		26 0		147		_		113				561
Bulk petroleum		619		659		40						25
Liquid fuel	٠.	1 ,3 27	٠.	85 4				473				1,509
Manure		19,558		2,442		_		17,116				5 5, 0 0 1
Other goods		30,975		21,040				9.935				22,456
Railway material (open line)	8,604		11,177		2,573				6.237		
Railway material (extension		154		1,127		973				2,791		
Breakwater material		313	• •	722		4 0 9				0.810		-
Foreign traffic	• •	4,480	• •	1,190			• •	3,29 0		,	• •	6,965
Total	• •	107,558		76,949		9,549		40,158		11,777		110,539
Colombo, March 31, 192	21.	•										REENE, Manager.

GOVERNMENT NOTIFICATIONS.

(Continued from page 803.)

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

HE following by-laws made by the Sanitary Board of the Colombo District, under the provisions of section $9 \, \mathrm{c}$ (3)of Ordinance No. 18 of 1892, and confirmed by His Excellency the Governor in Executive Council, are published for general information.

Colonial Secretary's Office, Colombo, April 21, 1921.

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

BY-LAWS REFERRED TO.

No person shall draw water from the public standpipes otherwise than for domestic purposes.

No contrivance of any kind whatsoever shall be used for fixing the taps or handles of the standpipes in order to

secure a continuous flow of water.

No person shall lay or have any connection or service pipes for the conveyance of water from any of the mains or branches in o any house, land, or premises without the sanction or leave of the Chairman of the Sanitary Board, nor shall any such pipes be laid except by the employees of the Board, nor until the Board shall have approved the point or place at or through which the same shall be laid.

4. If any person shall, contrary to the provisions of the preceding by-law, lay or have any such connection or service pipes, it shall be lawful for the Chairman, Sanitary Board, to

direct and order the same to be removed.

5. No person drawing water shall allow water from any cistern, standpost, hydrant, pipe, valve, or stop cock to run to waste, but shall use all ordinary measures to stop the wasteful flow of water.

No person shall do anything whereby any stream, reservoir, standpost, cistern, pipe, or vessel belonging to the Board shall be in any degree poluted, fouled, or corrupted, or shall in any way tamper or interfere with the water in such stream, reservoir, standposts, cisterns pipes, or vessels.

7. No hosepipe, pipe, tube, or other contrivance of any nature whatsoever shall be attached either temporarily or

permanently to any public standpipe.

No automatic selfclosing valve or other automatic appliance attached to or forming part of any public standpipe shall be interfered with so as to prevent either temporarily or permanently its automatic action.

The Chairman shall have the power to reduce without notice the supply of water allowed to any person or the

whole town if it is found necessary to do so.

10. No person suffering from any loathsome, contagious, or infectious disease, or otherwise unclean or has recently been in attendance on any such person, shall draw water from any standpipe.

is hereby notified that a license to import 2 cases cartridges into Ceylon during the current year has been issued to Messrs. R. Oscar Seneviratne & Co., of Negombo.

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

hereby notified that a license to import 200 ·450/400 bore and 100 ·360 bore rifle cartridges into Ceylon furing the current year has been issued to Mr. I. L. Cameron, of Yogama Group, Eheliyagoda.

Colombo, April 21, 1921.

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