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Part I.—General.

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

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PROCLAMATION BY THE GOVERNOR.

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

PROCLAMATION.

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

W. H. MANNING.

WHEREAS by section 34 (1) of "The Ceylon Railway 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 the stations of Pesalai and Talaimannar, 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 December 10, 1921, and that such "minor crossing" shall not be closed by gates.

Given at Colombo, in the said Island of Ceylon, this Second day of December, in the year of our Lord One thousand Nine hundred and Twenty-one.

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

GOD SAVE THE KING.

SCHEDULE.

Mileage. M. C.	Description.	Class.
206.04	Cart road	3

2277

A 1

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.

KNOW Ye that We, the Governor, in pursuance of the powers in Us vested by section 2 of "The Lepers' Ordinance, 1901," and with the advice of the Executive Council, do hereby appoint the Leper Hospital in the Island of Mantivu, in the District of Batticaloa, Eastern Province, to be a Leper Asylum for the segregation and treatment of lepers, and do hereby declare that the said Leper Asylum shall comprise the area defined in the schedule hereto.

Given at Colombo, in the said Island of Ceylon, this Twenty-ninth day of November, in the year of our Lord One thousand Nine hundred and Twenty-one.

By His Excellency's command,

GRAEME THOMSON,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

- (a) Area of Leper Island : 96 acres 2 roods and 15 perches.
(b) Boundaries : Surrounded by the Batticaloa Lagoon.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 429 of 1921.

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

Mr. G. M. RENNIE to the office of Office Assistant to the Government Agent, Eastern Province ; Additional Police Magistrate, Batticaloa ; Assistant Superintendent of the Prison at Batticaloa ; Assistant Collector of Customs ; and Additional Receiver of Wrecks, Batticaloa, with effect from November 21, 1921, until further orders.

Mr. P. C. NICHOLAS to be Extra Office Assistant to the Government Agent, Eastern Province, with effect from November 21, 1921, until further orders.

Mr. R. H. BASSETT to act in the office of Office Assistant to the Government Agent, Province of Sabaragamuwa ; Additional Police Magistrate, Ratnapura ; and Additional Assistant Superintendent of Police, Province of Sabaragamuwa, with effect from October 22, 1921, until further orders.

Mr. M. W. H. DE SILVA to act as a Crown Counsel for the Island, with effect from November 29, 1921, until further orders.

Mr. J. E. DE ZOYSA to act as Commissioner of Requests and Police Magistrate, Negombo, from November 28 to December 3, 1921, inclusive, during the absence of Mr. M. H. KANTAWALA, or until the resumption of duties by that officer.

Mr. SOLOMON FERNANDO to act as Additional Commissioner of Requests, Panadure, for December 5, 1921.

Mr. F. LEACH to be, in addition to his own duties, Additional Police Magistrate, Colombo, with effect from December 2, 1921, until further orders.

Mr. C. W. BICKMORE to be, in addition to his own duties, Additional Police Magistrate, Tangalla, for December 3, 1921.

Mr. C. J. S. PRITCHETT to be an Assistant Settlement Officer and a Special Officer under the Waste Lands

Ordinances, with effect from November 24, 1921, until further orders.

Mr. R. RASIE CHITTY, Acting Assistant Superintendent of Excise, Colombo Circle, to act as Assistant Superintendent of Excise, Matara Circle, *vice* Mr. D. DE KRETSEB, on leave, from December 23, 1921, to January 5, 1922, inclusive.

Mr. F. T. SENEVIRATNE, Assistant Superintendent of Excise, Kegalla Circle, to act, in addition to his own duties, as Assistant Superintendent of Excise, Ratnapura Circle, *vice* Mr. C. A. H. KEUNEMAN, on leave, from December 19, 1921, to January 5, 1921, inclusive.

By His Excellency's command,
Colonial Secretary's Office, GRAEME THOMSON,
Colombo, December 2, 1921. Colonial Secretary.

No. 430 of 1921.

IN continuation of notice No. 412 published in *Gazette* No. 7,227 of November 18, 1921, it is hereby notified that Mr. W. E. WAIT has resumed duties also as a Special Officer under the Waste Lands Ordinances, with effect from November 10, 1921.

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

No. 431 of 1921.

MR. C. J. D. LANKTREE having been appointed a Cadet in the Civil Service of Ceylon, His EXCELLENCY THE GOVERNOR has been pleased to order that he be attached to the Colombo Kacheheri, with effect from November 25, 1921.

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

No. 432 of 1921.

HEADS of Departments are hereby authorized to accept the signature of Mr. H. C. R. ANTHONISZ, Superintendent of Excise, Headquarters, for and on behalf of the Excise Commissioner and the Deputy Commissioner of Excise.

By His Excellency's command,

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

No. 433 of 1921.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 13 of Ordinance No. 10 of 1921, to appoint the under-mentioned gentlemen to be Members of the Provincial Road Committee, Western Province, for the year 1922 :—

Mr. J. E. SENEVIRATNA, J.P.
Major J. W. OLDFIELD.
Mr. H. A. P. SANDRASAGARA.

By His Excellency's command,

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

No. 434 of 1921.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned gentlemen to be Members of the Provincial Road Committee, North-Western Province, for the year 1922 :—

Dr. A. RODE.
Mr. J. FERGUSON.
Mr. F. N. DANIELS.
Mr. A. DE ZILVA.

By His Excellency's command,

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

No. 435 of 1921.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Rev. D. W. ABEYARATNA to be a Member of the District School Committee, Ratnapura, in place of Rev. JOHN A. EWING, resigned.

By His Excellency's command,

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

APPOINTMENTS, &c., OF REGISTRARS.

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

AIYATTURAI CHELLAPPAH provisionally as Registrar of Marriages (General) of Vadamaradchi East division, in the Jaffna District of the Northern Province, with effect from November 29, 1921, *vice* the Registrar, V. MODALIYAR SITTAMPALAM; transferred. His office will be at Mallugankanduvalavu in Marutankeni.

VIRAVAKUMUTALIYAR SITTAMPALAM provisionally as Registrar of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, with effect from November 29, 1921, *vice* the Registrar, M. MURTIKUMARASAMI, retired. His office will be at Kayavalaikkuli in Chavakachcheri.

PAUL CHINNATURAI NICHOLAS MUDALIAR to be Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (Kandy and General) of Batticaloa District of the Eastern Province, with effect from November 22, 1921. His office will be at the Batticaloa Kachcheri.

KANAPATHIPPILLAI CATHIRAVALU as Medical Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, with effect from December 1, 1921, *vice* Dr. S. K. CHINNIAH, transferred. His office will be at the Civil Hospital, Kalmunai.

VYKALIAR JOSEPH KUNCHITAMBY provisionally to be Registrar of Marriages (General) of Akkarai pattu division, in the Batticaloa District of the Eastern Province, with effect from December 1, 1921. His office will be at Thirukovil.

DIONYSIUS BARTHOLAMEW SENEVIRATNE as Additional Assistant Provincial Registrar of Births, Deaths, and of Marriages (General) of the Kurunegala District of the North-Western Province, with effect from December 1, 1921, *vice* E. R. SUDBURY, transferred. His office will be at the Kurunegala Kachcheri.

By His Excellency's command,

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

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

The Additional Assistant Provincial Registrar, Colombo, has appointed SENARATMUDALIGE DON FRANCIS JAYATILLEKE to act as Registrar of Births and Deaths of Welgama division, and of Marriages (General) of Gangaboda pattu of

Siyane korale east division, in the Colombo District of the Western Province, for twenty-one days from November 24, 1921, during the absence of the Registrar, HANDAPANGODAMUDALIGE DON CYRUS, on leave. His office will be at Maligawatta in Samanabedda.

The Additional Assistant Provincial Registrar, Colombo, has appointed LIYANAGE CLEMENT DE SILVA to act as Registrar of Births and Deaths of Otara west division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for two days from November 27, 1921, during the absence of the Registrar, HENRY RICHARD DE SILVA, on leave. His office will be at Kurunduwatta in Daluwakotuwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PESTERUWALIYANARALLAGE SIMON COORAY to act as Registrar of Births and Deaths of Kalutara North division, and of Marriages (General) of Kalutara totamuna division, in the Kalutara District of the Western Province, for November 22, 1921, during the absence of the Registrar, D. A. WIJEMANNA, on leave. His office will be at Kurasiyawatta, in Desastra Kalutara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed HETTIKANKANANGE WILLIAM PERERA to act as Registrar of Marriages (General) of Panadure totamuna division, in the Kalutara District of the Western Province, for two days, November 25 and December 1, 1921, during the absence of the Registrar, H. S. P. SAMARASEKERA, on leave. His office will be at Kiripellagahawatta in Talpitiya.

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 nine days from November 25, 1921, during the absence of the Registrar, CECIL TILAKARATNA, on leave. His office will be at Ampitigalawalawwa in Ampitigala.

The Assistant Provincial Registrar, Galle, has appointed E. M. KARUNARATNE to act as Registrar of Births and Deaths of Galle Municipality division, in the Galle District of the Southern Province, for two days from November 26, 1921, during the absence of the Registrar, E. A. JAYASEKERA, on leave. His office will be at house No. 36, Lighthouse street, Fort, Galle.

The Additional Assistant Provincial Registrar, Matara, has appointed DON JAMES RANATUNGA to act as Registrar of Births and Deaths of Thihagoda division, and of Marriages

(General) of Gangaboda pattu division, in the Matara District of the Southern Province, for November 25, 1921, during the absence of the Registrar, F. W. SIRIWARDANA, on leave. His office will be at Godayangodayawatta in Thihagoda.

The Additional Assistant Provincial Registrar, Matara, has appointed DON TIYADORIS WANIGASEKARA to act as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for five days from November 28, 1921, during the absence of the Registrar, D. M. WANIGASEKARA, on leave. His office will be at Godawakandewatta in Kamburupitiya.

The Additional Assistant Provincial Registrar, Matara, has appointed DON ANDRIAS SIRIWARDANA to act as Registrar of Births and Deaths of Bengamuwa division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for eleven days from December 1, 1921, during the absence of the Registrar, D. H. DE S. SIRIWARDANA, on leave. His office will be at Liyanagegedarawatta in Bengamuwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ARUKOTTI PATABENDIGE CHARLIS APPU to act as Registrar of Births and Deaths of Medawalakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for three days from November 19, 1921, during the absence of the Registrar, D. D. M. JAYASURIYA, on leave. His office will be at Palugahawatta in Weerawila.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON NICHOLAS WIJESINHA to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from November 24, 1921, during the absence of the Registrar, J. A. SINGAPPULI, on leave. His office will be at permanent Registrar's office.

The Provincial Registrar, Northern Province, has appointed ARUMUGAM KATRESAR to act as Registrar of Marriages (General) of Valikamam East division, in the Jaffna District of the Northern Province, for ten days from November 24, 1921, during the absence of the Registrar, S. M. KUMARASURIYAR, on leave. His office will be at Kottarvalavu in Koppay South.

The Assistant Provincial Registrar, Mannar, has appointed SANTIAGO VRASPILLAI to act as Registrar of Marriages (General) of Mannar Island division, in the Mannar District of the Northern Province, for thirty days from December 1, 1921, during the absence of the Registrar, C. W. A. BEESEE, on leave. His office will be at the Land Registry, Mannar.

The Assistant Provincial Registrar, Mullaitivu, has appointed P. CHANGARAPPILLAI to act as Registrar of

Marriages (General) of Melpattu East, South, and Udayavur South division, in the Mullaitivu District of the Northern Province, for thirty days from November 19, 1921, during the absence of the Registrar, M. M. CUTTYTAMBY, on leave. His office will be at Mamadu.

The Additional Assistant Provincial Registrar, Puttalam, has appointed Doctor LIYANAGE DON FRANCIS JAMES PAUL to act as Medical Registrar of Births and Deaths of Kalpitiya town division, in the Puttalam District of the North-Western Province, for thirty days from November 21, 1921, *vice* Registrar, Doctor J. A. WEERACKODDY, transferred. His office will be at the Outdoor Dispensary, Kalpitiya.

The Additional Assistant Provincial Registrar, Puttalam, has appointed K. W. DE A. WIJESINGHA, to act as Registrar of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North Western Province, for thirteen days from November 22, 1921, during the absence of the Registrar, D. D. PIERIS, on leave. His office will be at the Land Registry, Chilaw.

The Assistant Provincial Registrar, Anuradhapura, has appointed SUPPER MURUGAPPER PASUPATHY to act as Registrar of Marriages (General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for fourteen days from November 23, 1921, during the absence of the Registrar, S. N. SITAMPALAM, on sick leave. His office will be at Sittampalam's road, Anuradhapura town.

The Assistant Provincial Registrar, Kegalla, has appointed KURUWITA ARACHIGE MARTIN APPUHAMI to act as Registrar of Births and Deaths of Dehigampal korale Egodapota pattuwa division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for two days from November 24, 1921, during the absence of the Registrar, K. A. APPU SINNO, on leave. His office will be at Hitinawatta in Imbulana.

Registrar-General's Office,
Colombo, November 29, 1921.

G. F. FORREST,
Acting Registrar-General.

IT is hereby notified that DON DAVITH KODISINGHE, Registrar of Births and Deaths of Udugaha south division, and of Marriages (General) of Udugahapattu of Hapitigam korale division, in the Colombo District of the Western Province, will, with effect from December 15, 1921, hold his office at Mahawatta in Lindera, instead of at Kahatagahakurunduwatta in Mugurugampola Handurumulla, as notified in the *Government Gazette* No. 6,988 of January 3, 1919.

Registrar-General's Office,
Colombo, November 30, 1921.

G. F. FORREST,
Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. A. Madanayake	.. Clerk, Subordinate Clerical Service, Grade II.	Senior Agricultural Instructor and Inspector of School Gardens, Department of Agriculture
Mr. M. J. A. Karunanayake	.. Postmaster and Signaller, Class III., Grade III.	Assistant Agricultural Instructor, Department of Agriculture
Mr. L. A. D. Silva	.. Agricultural Teacher, Education Department	do.
Mr. C. P. Crispeyn	.. Assistant Foreman, Government Stock Gardens	do.
Mr. M. B. Wettewa	.. Clerk in Grade I. of the Subordinate Clerical Service	do.
Mr. J. A. Rambukpota	.. Clerk in Grade II. of the Subordinate Clerical Service	Probationer, Department of Agriculture

Colonial Secretary's Office,
Colombo, November 28, 1921.

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

It is hereby notified that the Board of Agriculture established in terms of section 4 of Ordinance No. 37 of 1921, consists of the following members :—

Ex officio Members.

His Excellency the Governor; *President.*
The Hon. the Colonial Secretary, *Vice-President.*
The Hon. the Controller of Revenue.
The Hon. the Government Agent, Western Province.
The Government Agent, Central Province.

The Government Agent, Southern Province.
The Government Agent, North-Western Province.
The Government Agent, Northern Province.
The Director of Irrigation.
The Director of Agriculture.

Two Unofficial Members of the Legislative Council nominated by His Excellency the Governor.

The Hon. the Member for the European Rural Electorate.

The Hon. Dr. H. M. Fernando.

Other Members appointed by His Excellency the Governor for the period ending December 31, 1923.

The Hon. Mr. J. H. Meedeniya, Adigar.
The Hon. Mr. H. L. De Mel, C.B.E.
The Hon. Mr. T. B. L. Moonemalle.
The Hon. Mr. James Peiris.
The Hon. Mr. O. C. Tillekeratne.
Sir S. D. Bandaranayake, C.M.G.
The Chairman, Planters' Association of Ceylon.
Mr. A. J. Austin Dickson.
Mr. B. J. H. Bahar, Mudaliyar.
Lieut.-Colonel L. Bayly.
Mr. A. W. Beven.
Mr. C. W. Bibile, Ratemahatmaya.
Mr. George Brown.
Mr. D. S. Cameron.
Mr. N. G. Campbell.
Mr. J. B. Coles.
Mr. R. G. Coombe (on leave) Mr. J. Horsfall (acting).
Mr. W. Coombe.
Mr. L. A. Dassanayake, Gate Mudaliyar.
Mr. C. E. A. Dias.
Mr. C. Drieberg.
Mr. E. F. Edirisinghe, Mudaliyar.
Mr. R. Garnier (on leave) Mr. F. R. Dakeyne (acting).
Mr. H. D. Garrick.
Mr. G. A. Ganatilleke, Mudaliyar.
Dr. C. A. Hewavitarne.
Lieut.-Colonel T. G. Jayawardene.
Mr. E. W. Keith (on leave) Mr. J. P. Blackmore (acting).
Mr. A. S. Long-Price (on leave) Mr. G. W. Bruce Foote (acting).
Mr. K. V. Markandea.
Mr. A. C. Matthew (on leave) Mr. W. R. Matthew (acting).
Mr. T. A. de Mel.

Mr. V. M. Muttukumaru, Mudaliyar.
Mr. S. Muttuthamby.
Mr. P. B. Nugawela, Ratemahatmaya.
Mr. J. W. Oldfield.
Mr. Graham Pandittasekera.
Mr. Edmund Peiris, Mudaliyar.
Mr. J. S. Patterson.
Mr. Tudor Rajapakse, Gate Mudaliyar.
Mr. A. E. Rajapakse, Gate Mudaliyar.
Mr. A. Sapapathy.
Mr. C. H. A. Samarakkody, Gate Mudaliyar.
Mr. F. R. Senanayake.
Mr. R. A. Senior White.
Mr. C. P. de Silva.
Mr. N. D. S. Silva.
Mr. W. A. de Silva.
Mr. S. Tyagaraja.
Mr. E. C. Villiers.
Mr. T. Walloppillai.
Mr. A. A. Wickramasinghe.
Mr. M. L. Wilkins.
Lieut.-Colonel T. Y. Wright.
The Government Veterinary Surgeon.
Mr. M. Kelway Bamber, Government Agricultural Chemist.
The Botanist and Mycologist.
The Entomologist.
The Economic Botanist.
The Assistant Botanist and Mycologist.
The Assistant Entomologist.
The Divisional Agricultural Officer, Central.
The Divisional Agricultural Officer, Southern.
The Divisional Agricultural Officer, Northern.
Secretary—Mr. P. B. Herat.

By His Excellency's command,

GRAEME THOMSON,
Colonial Secretary.

“THE CEYLON RAILWAYS ORDINANCE, 1902.”

RULE made by His Excellency the Governor, with the advice of the Executive Council, under section 5 of “The Railways Ordinance, 1902,” in substitution for rule No. 59 of the rules relating to the conveyance of traffic by passenger trains :—

59. *Week-end Tickets.*—First and Second Class Week-end Tickets at single fare and a quarter for the double journey may be issued during the whole or any period of the year, as the General Manager may consider desirable, to certain approved railway stations from all railway stations distant 50 miles and over, available for such period and subject to such conditions as may be notified from time to time.

Any provision contained in any rule made under the said Ordinance in any way contrary to the provision of this rule shall, as from the coming into operation of this rule, be repealed.

By His Excellency's command,

GRAEME THOMSON,
Colonial Secretary.

Colonial Secretary's Office,
Colombo, November 25, 1921.

"THE CEYLON RAILWAYS ORDINANCE, 1902."

RULE made by His Excellency the Governor, with the advice of the Executive Council, under section 5 of "The Railways Ordinance, 1902," in substitution for rule No. 26 B of the rules and rates for the conveyance of goods train traffic :—

26 B. Until further notice Ceylon-grown paddy for consumption in the Island will be conveyed free by goods trains under the following conditions :—

- (a) The traffic will be conveyed at "owner's risk" and free conveyance will apply only from stations serving the districts where the paddy is grown, consignors must enter and sign the following declaration on the "owner's risk" consignment note :—

"I certify that the paddy herewith consigned by me has been grown in the district served by the railway station at which it is tendered by me, and that it is intended for consumption in Ceylon only."

Any person submitting a false declaration will be prosecuted in terms of section 22 of "The Ceylon Railways Ordinance, No. 9 of 1902."

- (b) The bags containing the paddy must be sufficiently strong and sound to prevent damage in transit.
 (c) The concession of free conveyance granted under the conditions of (a) and (b) above, will also be extended to Ceylon milled rice, prepared from Ceylon-grown paddy, in approved rice mills working in paddy growing areas. The manager of the mill must apply to the General Manager if he desires to obtain the concession, certifying adherence to the conditions of this clause, and he must also enter and personally sign the following declaration on the "owner's risk" consignment note presented with each consignment :—

"I certify that the milled rice herewith consigned by me, has been prepared in the mill under my control, from Ceylon-grown paddy, and that it is intended for consumption in Ceylon only."

All previous rules regarding the free carriage and the exemption from all railway charges of rice are hereby cancelled, and all rice and paddy other than Ceylon-grown paddy for consumption in the Island, and locally milled rice prepared from Ceylon-grown paddy as specified above shall be subject to the usual railway charges.

Any provision contained in any rule made under the said Ordinance in any way contrary to the provision of this rule shall, as from the coming into operation of this rule, be repealed.

Colonial Secretary's Office,
Colombo, November 25, 1921.

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

"THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

IT is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area the administrative limits whereof are shown in the schedule hereto.

Colonial Secretary's Office,
Colombo, October 31, 1921.

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

SCHEDULE.

Kalutara.

North.—A straight line westward from the junction of the new Galle road with the Uggalboda road to the sea, the road to Uggalboda as far as its junction with Temple road, and a straight line from this junction eastward to the new canal and the Hinatyangala-ela.

East.—The new canal and the Hinatyangala-ela.

West.—The sea.

South.—A straight line drawn from Kaditha-ela across the Galle road to the road leading to Kalamulla and the sea, to include the whole of the back water within the limits of the town of Kalutara.

"THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

IT is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area the administrative limits whereof are shown in the schedule hereto.

Colonial Secretary's Office,
Colombo, October 31, 1921.

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

SCHEDULE.

Matara.

North.—The road at Naimana ferry where the road reaches the Nilwala-ganga, thence the southern edge of the road westwards for a distance of 900 feet to the point where the road referred to meets the road leading towards Tannehena, thence along the southern edge of the latter road as far as the foot of the hill to Tannehena; thence along the foot of the hill westwards to the Walpola paddy fields, thence along the southern edge of these fields to the Hakmana road 150 feet south of Kitulawala iron bridge, thence westwards along the road trace through Tudawa, thence along the southern edge of the road from the Nupe canal to the Akuressa road at the $\frac{3}{4}$ milepost.

West.—The eastern edge of the Akuressa-Matara road, from the $\frac{3}{4}$ milepost to a point 270 feet south of that post, thence by the eastern edge of the Gansabhawa road southwards to the first milepost on the Matara-Welagoda road, thence westwards along the southern edge of the latter road to a point 550 feet from the first milepost thereon, thence southwards along the eastern edge of the Gansabhawa road as far as the 98 $\frac{1}{2}$ milepost on the Galle-Matara main

road, thence along the southern edge of the latter road westwards as far as the 98th milepost, thence a straight line southwards at right angles to the road as far as the Talanwila canal, thence along the southern bank of the canal westwards as far as the Polhena Cross roads, thence southwards along the eastern edge of the latter road as far as its junction with the Madhiya-Polhena road, thence a line to the sea at right angles to the latter road.

South.—The sea.

East.—A line from the sea to the Eliyakanda Wesleyan Mission school, the line being a continuation of the direction of the Eliyakanda-Maddewatta road, thence the western edge of the Eliyakanda-Maddewatta road to the Tangalla road, thence a line at right angles to the Tangalla road to a distance of 700 feet north of the Tangalla road, thence in a westerly direction a line to the Nilwala-ganga crossing the Kekanadura and Naimana roads at points respectively 700 feet from the Tangalla road, thence the Nilwala-ganga in a northerly direction as far as the Naimana ferry.

"THE LOCAL GOVERNMENT ORDINANCE, No. 11 of 1920."

IT is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area, the administrative limits whereof are shown in the schedule hereto.

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

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

SCHEDULE.

Chilaw.

North.—A line starting from the sea, along the eastern shore of the Chilaw lake up to the canal, and thence along the western bank of the canal up to the bridge over the canal.

North-east.—A line starting from the bridge over the canal, along the eastern side of the Wattakkaliya road, the northern boundary of lot 58702 in town plan, the path marked in town plan, thence along that path to the Puttalam road, and thence along the eastern side of Puttalam road to Lunu-odai, along Lunu-odai to lot 57311, thence along the northern and eastern boundaries of the said lot, the old gravets marked in town plan, the northern and eastern boundaries of lot 487/V 2 and the northern boundary of lot S 2, and the northern boundary of the new dhobies' tank to its eastern corner.

East.—A line along the eastern boundary of the new dhobies' tank, across Wariyapola road, along the eastern boundary of Mr. Advocate Corea's land till its south-eastern end.

South-east.—A line from the south-eastern corner of Mr. Advocate Corea's land, along its southern boundary, and along the southern boundary of Mr. de Mel's estate, eastern and southern boundaries of lot 487/U 3, eastern and southern boundaries of lot 487/5, southern boundary

of lot 5/39, eastern boundaries of lots L 1230, M 1230, N 1230, southern boundaries of lots N 1230, M 1230 to Colombo road, thence along the eastern side of Colombo road to a point opposite the northern corner of lot 1079 across the road, along the northern and western boundaries of the said lot to the railway line, thence along the eastern side of the railway line to lot Y marked in town plan, thence across the railway line, along the southern boundaries of lots X and Y in the said plan and along the southern boundaries of lot V 214 and lot W 214 to the Chilaw lake, thence along the eastern shore of the Chilaw lake to the north-west corner of lot 13233, thence a line across the lake to the north-eastern corner of lot L 1194, along the northern boundary of the said lot L 1194, along the road marked in the town plan to the north-eastern corner of lot 205394 in town plan.

South.—A line starting from the north-east corner of lot 205394, along the northern and western boundaries of the said lot 205394, southern boundaries of lots 205421 and 316, and thence a straight line starting from the north-east corner of the general cemetery along its southern boundary to the sea.

West.—The sea.

"THE LOCAL GOVERNMENT ORDINANCE, No. 11 of 1920."

IT is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area, the administrative limits whereof are shown in the schedule hereto.

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

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

SCHEDULE.

Ambalangoda.

North.—The village boundary of Randoombe from the sea eastwards as far as the railway line.

East.—The railway line.

West.—The sea.

South.—Madampe lake.

"THE BIRTHS AND DEATHS REGISTRATION ORDINANCE, 1895."

WHEREAS by Notification dated July 1, 1899, His Excellency the Governor, with the advice of the Executive Council, divided the Province of Sabaragamuwa for the purposes of the registration of births and deaths into the divisions specified in Part IX. of the schedule to the said Notification and by Notifications dated July 21, 1916, September 20, 1920, and September 12, 1921, altered division No. 2 of the Revenue District of Ratnapura :

And whereas it is expedient further to amend the said division No. 2 as well as division No. 3 :

It is hereby notified that His Excellency the Governor, in exercise of the powers vested in him by section 6 of "The Births and Deaths Registration Ordinance, 1895," as amended by "The Births and Deaths Registration (Amendment) Ordinance, 1900," and with the advice of the Executive Council, has been pleased to amend and alter, with effect from December 1, 1921, the said divisions Nos. 2 and 3 of the Revenue District of Ratnapura and in the first column of the schedule hereto more fully described in the manner specified in the second column of the said schedule.

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

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

SCHEDULE ABOVE REFERRED TO.

Province of Sabaragamuwa.—Ratnapura District.

Division as specified by Notification dated September 12, 1921.

2.—Ketaliyanpalla Division.

Boundaries.—North by Kosgoda, Malangama, and Walandure ; east by Embuldeniya and Gilimale ; south by Kaluganga and the Local Board limits of Ratnapura town, as described in the Proclamation appearing in *Government Gazette* No. 7,161 dated March 11, 1921, on its west, north-west, north, and north-east ; west by Holipitiya and Kosgala.

Division as defined by Notification dated July 1, 1899.

3.—Tembiliyana Division.

Boundaries.—North by Kandangoda and Three Korales ; east by Eratna and Gilimale ; south by Tepulangoda, Amuthagoda Muttetupita ; west by Halpe and Teppanawa.

Division as defined by this Notification.

2.—Ketaliyanpalla Division.

Boundaries.—North by Mangedere, Embuldeniya and Walandure, and Nalangama ; and the Local Board limits of Gilimale ; south by Kaluganga and the Local Board limits of Ratnapura town, as described in the Proclamation of Ratnapura town, as *Gazette* No. 7,161 dated March 11, 1921, on its west, north, and north-east ; west by Holipitiya and Kosgala.

Division as defined by this Notification.

3.—Tembiliyana Division.

Boundaries.—North by Fanawal korale ; east by Endiriyawala, Batatota, Kakagama, Kosgoda, Amutagoda, Tepulan, by Gabbela, Galy, and Ellegerara ; west by Batahallogoda, Hidellana, Teppanawa, Halpe, Kitulpe, and Kosgala.

WITH reference to the Notification dated November 19, 1921, appearing in the *Gazette* of December 2, 1921, it is hereby notified that His Excellency the Governor has been pleased to appoint, with effect from December 1, 1921, the persons whose names appear in the subjoined schedule to be Registrars of Births and Deaths for the divisions noted opposite their names holding offices in the places appearing in column 4.

Colonial Secretary's Office,
Colombo, December 1, 1921.

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

SCHEDULE REFERRED TO.

Province of Sabaragamuwa—Ratnapura District.

1 No. of Division.	2 Name of Registrar.	3 Name of Registration Division.	4 Place of Office.
2 ..	Don James Alexander Samaraweera	.. Ketaliyanpalla	.. Ambagahawatta in Hidellana
3 ..	Gamaetiralalaye, Gunawardene	.. Tembiliyana	.. Pelapolwatta in Watuyaya

WITH reference to the Notification dated November 16, 1921, appearing in the *Gazette* of November 18, 1921, it is hereby notified that His Excellency the Governor has been pleased to appoint, with effect from December 1, 1921, the persons whose names appear in the subjoined schedule to be Registrars of Births and Deaths for the divisions noted opposite their names, holding offices in the places appearing in column 4.

Colonial Secretary's Office,
Colombo, November 25, 1921.

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

SCHEDULE REFERRED TO.

1 No. of Division.	2 Name of Registrar.	3 Name of Registration Division.	4 Place of Office.
206(1) ..	Kannapper Nagamanippillai ..	Akkaraipattu East, Division No. 2 A ..	Karunkodditivu (Tamil division)
206(2) ..	Vykaliar Joseph Kunjitamby (provisional)	Akkaraipattu East, Division No. 2 B ..	Tirukovil

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

WHEREAS at Versailles, on the Twenty-eighth day of June, 1919, a Treaty of Peace was signed on behalf of His Majesty :

And whereas under Article 297 (b) of the said Treaty power is reserved to the Allied and Associated Powers to retain and liquidate all property, rights, and interests belonging, at the date of the coming into force of the said Treaty, to German Nationals within their territories, colonies, possessions, and protectorates :

And whereas His Majesty has been pleased, under and by virtue of the powers conferred on him by the Treaty of Peace Act, 1919, to make the Treaty of Peace Order, 1919, dealing with the enforcement of certain provisions of the said Treaty in certain parts of His Dominions, including Ceylon :

And whereas by Article 1 (xvi.) of the aforesaid Order, His Majesty has been pleased to declare that such property, rights, and interests, and the nett proceeds of their sale, liquidation, or other dealings therewith are thereby charged with certain liabilities therein more particularly specified :

And whereas by Article 1 (xvii.) of the said Order it was provided that with a view to making effective and enforcing such charge as aforesaid, the Board of Trade may by order vest in the Custodian, such property, rights, and interests :

And whereas provision is made in the said Order in Council for the Legislature of any such part of His Majesty's Dominions making the necessary modifications in the said Order in Council for adapting it to the circumstances thereof :

And whereas in pursuance of the said provision by section 3 of "The Treaty of Peace (Enforcement) Ordinance, No. 7 of 1920," the Legislature of this Colony among other things has modified the expressions "Board of Trade" and "Custodian" occurring in the aforesaid Article to mean "The Governor in Executive Council" and "The Custodian of Enemy Property," appointed under "The Enemy Firms Liquidation Ordinance, No. 20 of 1916" :

And whereas the property enumerated in the schedule hereto belongs to Anna Caroline Wagner, Pauline Wagner, and Olga Wagner, as heirs to the estate of the late Hermann Friedrich Wagner, a German National, and it appears expedient to liquidate the said property by vesting the same in the said Custodian of Enemy Property :

Now, therefore His Excellency the Governor is pleased, by and with the advice of the Executive Council, in terms of the aforesaid Treaty of Peace and Order of His Majesty in Council, to order, and it is hereby ordered, that the said property is vested in the said Custodian of Enemy Property, and that the said Custodian is authorized to sell the same and hold the proceeds thereof until further instructions are duly issued to him.

By order of His Excellency the Governor in Executive Council, this 29th day of November, 1921.

W. T. SOUTHORN,
Clerk to the Executive Council.

SCHEDULE.

20 shares in the Doomoo Tea Co. of Ceylon, Ltd.
10 shares in the North-Western Rubber Co.
492 shares in the Estates Company of Uva, Ltd.

22 shares in the Ruanwella Tea Co., Ltd.
11 shares in the Knavesmire Estates Co., Ltd.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the under-mentioned supply of firewood to the Railway Department from the North-Central Division for one year or for two years alternatively. The work is to commence on January 15, 1922, and October 1, 1922, for the first and second year's supply respectively. The area to be exploited for the purpose and further details are given in the schedule hereto.

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

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

4. Tenders should be marked "Tender for the North-Central Division Railway Firewood" 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, December 20, 1921.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Anuradhapura. 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 a 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, nor shall the contractor issue a power of attorney to a person whose name is on the list of defaulting contractors authorizing him to carry on the work under the contract. Further the contractor shall not employ any person whose name is on the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appear to him sufficient, object to after giving due notice in writing.

8. 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.

9. Sufficient sureties will be required to join into a bond for the due fulfilment of the contract. The amount of the bond, and all other necessary information, can be ascertained upon application at the office referred to in section 5. A further security in cash of 5 per cent. of the value of contract will be required of the contractor when entering into the bond.

10. Tenderers should read and initial a draft contract which is available in the Forest Office, Anuradhapura, before they obtain tender forms. Also certify that they have inspected the forest area specified in the schedule below and ascertained the conditions *in situ*.

11. If any tree or sapling which is not stamped is felled outside the area specified for felling, the contractor will be liable for the full penalty provided under Ordinance No. 16 of 1907.

12. A penalty of 25 cents for every cubic yard of firewood not felled or stacked or delivered at the monthly rate 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 of accepting any portion of a tender.

15. A rate per cubic yard firewood delivered should be quoted, written both in words and figures.

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

SCHEDULE.

To fell—

(a) All trees and saplings with the exception of ebony, satin, halmilla, milla, palu, ranai and other valuable species, and seedlings of the same species.

(b) All crooked or unsound trees of the valuable species above-mentioned stamped for the purpose by a Forest Officer.

In the area approximately 50 acres in extent, demarcated annually in the Nuwaragam Proposed Reserve or in extension of the block not exceeding 25 per cent. or in additional blocks to be demarcated in the above specified area, if required.

2. To convert annually into 8,000 cubic yards (more or less) of firewood all the above-felled trees, together with every other fallen tree whatsoever of which each piece is to be 3 feet in length and not less than 12 inches or more than 36 inches in girth. Billets over 36 inches in girth should be split. All wood to be billeted in 3-foot lengths by saw or crosscut saw only.

3. The rate of conversion into firewood to be 1,140 and 727 cubic yards per month for the first and second year respectively.

4. Firewood is to be delivered at Anuradhapura Railway Station at the rate of 1,000 and 696 cubic yards per month during the first and second year respectively. Final delivery to be made by September 15 in each year. The cart transport distance is about 4 miles.

5. Felling must commence from the eastern end of the block and continue in a westerly direction in an even line running north and south across the block.

6. All thorns, scrub, bamboo and other various growth in the said block or blocks shall be cut and distributed evenly and lightly over the area, together with all inconvertible branchwood and wood refuse. All such refuse shall be removed entirely from directly under any valuable tree left standing or from groups of saplings of valuable species. This work should be completed before September 15 in each year.

7. The area will be demarcated into 5-acre blocks to be worked in succession, and the contractor will not be admitted into any new block until he has received a written certificate from the Divisional Forest Officer that the work on the block to which he has been admitted has been satisfactorily completed.

8. Payment for work done will be made at the convenience of the Divisional Forest Officer and in no circumstance more often than twice in any month.

J. D. SARGENT,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, November 29, 1921.

TENDERS are hereby invited for the removal of 71,739 cwt., more or less, of salt lying at the Bundala Lewaya into Hambantota Stores, at 8,000 and 6,000 cwt., respectively, per mensem.

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

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

4. Tenders should be marked "Tenders for the removal of Salt" in the left-hand top corner of the envelope, and should reach the Office of the Assistant Government Agent not later than midday on December 12, 1921.

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

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

forfeited to the Crown. All other deposits will be returned upon signature of a contract.

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

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

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

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

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

Hambantota Kachcheri,
November 25, 1921.

A. L. CROSSMAN,
Assistant Government Agent.

SALES OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the following unclaimed and confiscated articles will be sold by public auction at Ratnapura Police Court on December 21, 1921, at 2 P.M. :—

3 belts	1 penknife with a key	1 torn coat	7 mats
5 handkerchiefs	2 masons' trowels	3 sarongs	1 gunny bag of plumbago
5 cloths	1 levelling instrument	1 seraphina	6 wooden boxes
3 khaki shirts	1 foot measure (koduwa)	1 piece of a comb	2 bages of paddy
1 pruning knife	1 pillow case	4 buckets	1 bundle fire-wood
2 sickles	2 padlocks, a key and a nail	9 gemming baskets	1 bundle of old gunny bags
1 thoramalli stone	4 rice pounders	3 mat bags	10 ketties
1 table knife	21 coconuts	15 earthenware pots	1 manna knife
1 black coat	23 mamoties	6 empty bottles	
10 crowbars	1 white banian	6 gemming baskets (small)	

Police Court,
Ratnapura, November 22, 1921.

H. J. V. EKANAYAKE,
Police Magistrate.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended November 26, 1921.

Births.—The total births registered in the city of Colombo in the week were 164 (1 European, 9 Burghers, 102 Sinhalese, 16 Tamils, 30 Moors, 2 Malays, and 4 Others). The birth-rate per 1,000 per annum (calculated on the Census population on March 18, 1921, viz., 244,140) was 35.0, as against 38.2 in the preceding week, 31.0 in the corresponding week of last year, and 24.5 the weekly average for last year.

Deaths.—The total deaths registered were 165 (2 Europeans, 10 Burghers, 92 Sinhalese, 32 Tamils, 21 Moors, 5 Malays, and 3 Others). The death-rate per 1,000 per annum was 35.2, as against 30.8 in the previous week, 29.2 in the corresponding week of last year, and 27.5 the weekly average for last year.

Infantile Deaths.—Of the 165 total deaths, 44 were of infants under one year of age, as against 39 in the preceding week, 39 in the corresponding week of the previous year, and 31 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 11.

Principal Causes of Death.—1. Sixteen deaths from *Phthisis* were registered, 8 in Maradana (including 5 deaths of non-residents in hospitals), 2 each in St. Paul's and Kotahena, and 1 each in San Sabastian, New Bazaar, Slave Island and Wellawatta, as against 14 in the previous week and 14 the weekly average for last year.

2. (a) Fourteen deaths from *Pneumonia* were registered, 6 in Maradana (including 1 death of a non-resident in hospital), 3 in Kotahena, and 1 each Pettah, San Sabastian, St. Paul's, New Bazaar and Wellawatta, same as in the previous week. The weekly average for last year was 20.

(b) Eight deaths from *Bronchitis* were registered, 3 in St. Paul's, 2 in Maradana (including 1 death of a non-resident in hospital), and 1 each in San Sabastian, Kotahena, and New Bazaar, as against 3 in the previous week.

(c) Three deaths from *Influenza* were registered, 1 each in San Sabastian, New Bazaar and Slave Island, same as in the previous week. The weekly average for last year was 6.

3. Four deaths from *Enteric Fever* were registered, 2 in Maradana and 1 each in St. Paul's and Kotahena, as against 6 in the previous week and 6 the weekly average for last year.

4. One death from *Plague* was registered in Maradana Hospital, as against 2 in the previous week and 3 the weekly average for last year.

5. Sixteen deaths were registered from *Debility*, 15 from *Infantile Convulsions*; 5 each from *Dysentery*, *Enteritis*; and *Worms*, 1 each from *Diarrhæa* and *Tetanus*, and 71 from *Other Causes*.

6. Eleven cases of *Enteric Fever* and 2 of *Chickenpox* were reported during the week, as against 2 and 8, respectively, of the preceding week. No cases of *Plague* or *Measles* were reported during the week, but there was one of each in the preceding week.

State of the Weather.—The mean temperature of air was 81.7°, against 80.4° in the preceding week and 77.9° in the corresponding week of the previous year. The mean atmospheric pressure was 30.008 in., against 30.014 in. in the preceding week and 29.867 in. in the corresponding week of the previous year. The total rainfall in the week was 1.90 in., against 0.07 in. in the preceding week and 5.11 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, November 29, 1921.

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

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF E. COATES AND COMPANY (GALLE), LIMITED.

1. The name of the Company is "E. COATES AND COMPANY (GALLE), LIMITED."
2. The registered office of the Company will be situate in Colombo.
3. The objects for which the Company is established are:—
 - (a) To acquire and take over as a going concern the business of merchants, manufacturers, and commission agents formerly carried on at Galle, and elsewhere in the Island of Ceylon by E. Coates & Co., together with all or any of the property and assets of the said business or held or used in connection therewith, either subject or not subject to all or any of the liabilities of the said business, and to carry on and develop the said business.
 - (b) To carry on in Ceylon and elsewhere the businesses of general merchants, dealers in Ceylon and other produce, manufacturers, financiers, financial agents, contractors, planters, farmers, storekeepers, wharfingers, mill-owners, shipowners, barge-owners, lightermen, warehousemen, carriers, forwarding and commission agents, brokers, underwriters, importers, and exporters, and any other trades or businesses which may seem to the Company capable of being conveniently carried on in connection with any of the above-mentioned businesses, or calculated directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights.
 - (c) To purchase, sell, export, import, manufacture, grow, prepare for market, and deal in all kinds of merchandise, produce, commodities, articles, and things which may be required for the purposes of any of the businesses which the Company is authorized to carry on, or which are commonly produced, dealt in, or used by persons engaged in any such business, or which may seem capable of being profitably or conveniently produced, dealt in, or used in connection with any such business.
 - (d) To construct, make, build, erect, maintain, alter, or improve any buildings, roads, tramways, railways, bridges, canals, water-courses, works, machinery, ships, or other craft and conveniences necessary or convenient for the purposes of the Company, or any of them, or which may seem calculated directly or indirectly to be for the benefit of the Company.
 - (e) Generally to purchase, rent, take on lease or in exchange, hire, charter, or otherwise acquire any property whatsoever and wheresoever, whether immovable or movable, real or personal, or any interest therein, or any rights or privileges which may be considered desirable in the interest of the Company, and to develop and turn to account any property, rights, or privileges for the time being belonging to the Company.
 - (f) To lend money either with or without security and generally on such terms as may seem expedient, and to guarantee the payment of money or the performance of any contract or other obligation by any other Company or person, and to receive money on deposit.
 - (g) To draw, make, accept, issue, endorse, or discount bills of exchange, cheques, promissory notes, drafts, and other negotiable or transferable instruments.
 - (h) To borrow or raise money for the purposes of the Company, or any of them, in such manner and upon such terms as may seem expedient.
 - (i) To mortgage and charge the undertaking and all or any of the immovable and movable or real or personal property of the Company, whether present or future, and all or any of the uncalled capital for the time being of the Company.
 - (j) To secure the payment of any moneys borrowed or raised or owing or the performance of obligations incurred by the Company by the creation and issue of redeemable or irredeemable or perpetual bonds, debentures, or debenture stock, payable to bearer or otherwise, or by mortgages, charges, or other securities, and to further secure or collaterally secure any securities of the Company by a trust deed or otherwise, and to confer upon the trustees of any such trust deed all such powers of management and realization, and also such powers of supervision, control, veto, and otherwise as the Company may consider expedient.
 - (k) To issue any shares or securities which the Company has power to issue either at par or at a premium, or as regards securities at a discount.
 - (l) To issue any shares or securities which the Company has power to issue as fully or partly paid up as the whole or part of the purchase price of any property acquired by the Company or in consideration of services rendered to the Company or other valuable consideration.
 - (m) To enter into any arrangements, with any authorities supreme, Municipal, or local or otherwise, and to obtain from any such authority any rights, concessions, charters, or privileges which may be thought conducive to the Company's objects, or any of them, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and advantages.
 - (n) To purchase or otherwise acquire and undertake all or any part of the undertaking, business, goodwill, assets, or liabilities of any Company or person carrying on or about to carry on any business which this Company is authorized to carry on, or which is capable of being conducted so as directly or indirectly to benefit the Company, or possessed of property deemed suitable for the purposes of the Company, and so that any business (including the business mentioned in sub-clause (a) of this clause) may be purchased as from a past date on the footing that the profits derived therefrom and from the assets employed therein down to the date of actual purchase may be treated as profits of the Company and dealt with on that footing whether the Company was or was not in existence at the time when such profits were actually earned.
 - (o) To enter into partnership or into any arrangement with respect to the sharing of profits, union of interests, reciprocal concession, or co-operation either in whole or in part with any such Company or person as is mentioned in the last preceding sub-clause.
 - (p) To purchase, subscribe for, underwrite, guarantee, issue on commission, take, acquire, hold, dispose of, and deal in any shares or securities of any such Company as is mentioned in sub-clause (n) of this clause, or any other stocks, shares, or securities which may seem to the Company capable of being profitably dealt in or held.
 - (q) To sell, exchange, let on rent, royalty, or share of profits, surrender, or otherwise deal with either absolutely conditionally, or for any limited interest, all or any part of the undertaking, property, rights, or privileges of the Company as may from time to time be determined.
 - (r) To promote, establish, form, organize, and register, or to aid or assist in the promotion, establishment, formation, organization, and registration of any other Company for the purpose of purchasing or otherwise acquiring, working, or otherwise dealing with all or any part of the business or undertaking, any assets or liabilities of the Company or any property in which the Company is interested, or for any other purpose with power to assist any such Company by paying or contributing towards the preliminary expenses, or providing the whole or part of the capital thereof or by taking or subscribing for shares, preferred, ordinary, or deferred therein, or by lending money thereto, or partly in one mode and partly in another.

- (s) To pay out of the funds of the Company all or any of the expenses of and incident to the promotion, formation, organization, registration, advertising, and establishment of this or any other Company, and to the issue, underwriting, or subscription of its shares or securities, including brokerage and commission for obtaining applications for or placing or guaranteeing the placing thereof.
- (t) To obtain or in any way assist in obtaining any provisional order, Act of Parliament, Ordinance, statute, decree, rescript, or other necessary authority for enabling this or any other Company to carry any of its objects into effect, or for effecting any modification of this or any other Company's constitution or to procure this or any other Company to be legalized, registered, or incorporated, if necessary, in accordance with the laws of any country or state in which it may or may propose to carry on operations.
- (u) To distribute any of the assets or property of the Company among the members in specie or otherwise but so that no distribution amounting to a reduction of capital be made without the sanction (if any) for the time required by law.
- (v) To make pecuniary grants by way of donation, subscription, allowance, gratuity, guarantee, or otherwise, to or for the benefit of persons who are or have been employed by the Company and the widows, orphans, and dependents of any such persons, and to or in aid of associations or funds for the benefit of any of those objects and to hospitals and for other charitable or benevolent objects.
- (w) To make pecuniary grants by way of donation, subscription, or otherwise, to or in aid of associations, societies, and other organizations, or for the defence, protection, indemnification, or advantage of Companies or others, or for the promotion of or opposition to any scheme in connection with traders, either general or of any special description, or for the promotion of or opposition to any legislative measures or for any similar purpose.
- (x) To do all or any of the above things either as principals, agents, or otherwise, and either alone or in conjunction with others, and either by or through agents or otherwise, and with power to appoint a trustee or trustees, corporate or incorporate, to hold any property on behalf of the Company and to allow any property to remain outstanding in such trustee or trustees.
- (y) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word "Company" in this clause when applied otherwise than to this Company shall be deemed to include any partnership or other body of persons, whether corporate or incorporate, and whether domiciled or constituted in Ceylon or elsewhere, and that the objects specified in each of the sub-clauses (a) to (y), inclusive, of this clause shall be regarded as independent objects, and accordingly shall be in no wise limited or restricted (except when otherwise expressed in such sub-clause) by reference to the objects indicated in any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct, and independent Company.

4. The liability of the members is limited.

5. The nominal Capital of the Company is Rupees 500,000, divided into 50,000 shares of Rupees 10 each.

Any new shares of the Company from time to time to be created may from time to time be issued with any preferential, deferred, qualified or special rights, privileges, conditions or advantages over or as compared with any shares previously issued or to be thereafter issued whether in respect of dividend or repayment of capital or both, and whether with any special right of voting or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine, but so, nevertheless, that the rights or privileges attached to any special class or classes of shares may be effected, altered, modified, or dealt with in accordance with the provisions in that behalf contained in clause 38 of the Articles of Association of the Company.

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

Names and Addresses of Subscribers.		Number of Shares taken by each Subscriber.	
1.	W. FRASER, Colombo .. .. .	..	One
2.	C. F. BUXTON, Colombo .. .. .	..	One
3.	S. W. W. FIELD, Colombo .. .. .	..	One
4.	W. E. CLARK, Colombo .. .. .	..	One
5.	JAMES LINDSAY, Colombo .. .. .	..	One
6.	E. R. WILLIAMS, Colombo .. .. .	..	One
7.	O. P. MOUNT, Colombo .. .. .	..	One
Total Shares taken .. .. .		..	Seven

Witness to the above signatures at Colombo, this Third day of November, 1921:

A. R. NELSON,
Clerk to Messrs. Julius & Creasy, Notaries, Colombo

ARTICLES OF ASSOCIATION OF E. COATES AND COMPANY (GALLE), LIMITED.

PRELIMINARY.

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

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

INTERPRETATION.

2. In these presents unless there be something repugnant either in the subject or in the context—

The "Ordinances" means "The Joint Stock Companies' Ordinance, 1861," and every other Ordinance for the time being in force in Ceylon relating to Joint Stock Companies and affecting the Company.

"These presents" means the Memorandum of Association of the Company and these Articles of Association and the regulations of the Company for the time being in force.

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

"The Seal" means the common seal of the Company.

"Month" means calendar month.

“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) or by attorney at any meeting of which notice specifying the intention to propose such resolution has been duly given.

Words denoting the singular number include the plural and *vice versa*, words referring to males include females, words importing persons include Corporations, and words or expressions defined in the Ordinances bear the same meaning in these presents.

BUSINESS.

3. The Company shall as speedily as possible after the incorporation of the Company proceed to acquire the business referred to in clause 3 (a) of the Memorandum of Association, and shall obtain the execution of all such deeds and documents requisite for vesting in the Company the property referred to in the said clause. The Company being established on the basis that it shall acquire the business and property mentioned in the said clause, it shall be no objection that the vendors are in a fiduciary position towards the Company or that there is no independent Board of Directors, nor shall any claim be made against any of the vendors on any such ground. And every member of the Company (present or future) shall be deemed to have joined the Company on this basis.

4. No part of the funds of the Company shall be applied in the purchase of or lent on the security of shares in the Company, but without prejudice to the provisions of these presents as to lien.

5. The office shall be situate in Colombo.

SHARES.

6. The shares shall be at the disposal of the Directors who may allot or otherwise dispose of them to such persons at such times and upon such terms as they may think proper, but the Company in General Meeting may at any time give any directions with regard to the allotment or disposal of any unissued shares.

7. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or other money payable in respect of such share.

8. Not more than four persons shall be registered as the joint-holders of any share.

9. No person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or recognize any equitable, contingent, future, or partial interest in any share.

CERTIFICATES.

10. Every member shall without payment be entitled to one certificate under the seal specifying the shares held by him and the amount paid up thereon, provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint-holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.

11. If any certificate is worn out or lost it may be renewed on payment of one rupee or such less sum as the Directors may prescribe, and in case of wearing out on delivery up of the old certificate and in case of loss on such proof of loss and the execution of such indemnity (if any) as the Directors shall require.

LIEN.

12. The Company shall have a first and paramount lien and charge on all the shares registered in the name of a member (whether solely or jointly with others) and upon all dividends thereon for all money owing to the Company by him or his estates, solely or jointly with any other person, on any account whatever, whether such money is presently payable or not.

13. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they may think fit, but no sale shall be made until the money is presently payable and until a demand and notice in writing stating the amount due and demanding payment and giving notice of intention to sell in default shall have been served on such member or the person (if any) entitled by transmission to the shares, and default in payment shall have been made by him for seven days after such notice.

14. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due, and the residue (if any) shall be paid to the member or the person (if any) entitled by transmission to the shares.

15. Upon any such sale as aforesaid the Directors may enter the purchaser's name in the register as the holder of the shares, and the purchaser shall not be bound to see to the regularity or validity of the sale or be affected by any irregularity or invalidity in the proceedings or be bound to see to the application of the purchase money, and after his name has been entered in the register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

CALLS ON SHARES.

16. The Directors may subject to the regulations of these presents from time to time make such calls upon the members in respect of all money unpaid on their respective shares (other than money which by the terms of allotment are made payable on allotment or at a fixed date) as they may think fit, provided that ten days' notice at least is given of each call specifying the amount thereof and the persons to whom and the times and places at which it is to be paid, and each member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Directors.

17. A call may be made by instalments.

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

19. The joint-holders of a share shall be jointly and severally liable for the payment of all calls in respect thereof.

20. If before or on the day appointed for payment thereof a call payable in respect of a share is not paid, the holder for the time being thereof shall be liable to pay interest on the amount of the call at the rate of 5 per cent. per annum from the day appointed for payment thereof to the time of actual payment, but the Directors may, if they think fit, remit all or any of such interest.

21. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date shall for all purposes of these presents (except as regards the notice required to be given of a call) be deemed to be a call duly made and payable on the date fixed for payment thereof, 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 were a call duly made and notified as hereby provided.

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

23. No Shareholder shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll or to exercise any privilege as a member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

TRANSFER OF SHARES.

24. Subject to the restrictions of these presents any member may transfer his share in the usual common form, but every transfer must be left at the office, accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor. A fee not exceeding one rupee for each transfer may be charged for registration.

25. The instrument of transfer of a share shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

26. The Register of Transfers shall be closed during the 14 days immediately preceding every Ordinary General Meeting of the Company and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that it shall not be closed for more than 21 days in any year.

27. The Directors may refuse to register any transfer of shares (whether on sale or otherwise) upon which the Company is entitled to a lien or to a person to whom they may object, and in the latter case they shall not be bound to give any reason for their refusal.

TRANSMISSION OF SHARES.

28. In case of the death of a member if he was one of two or more joint-holders, the survivors or survivor of such joint-holders, and if he was a sole holder, his executors or administrators, shall be the only persons recognized by the Company as having any title to the shares, but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

29. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member, may (subject as hereinafter provided) upon producing such evidence of title as the Directors may require, either be registered himself as holder thereof or may elect to have some person nominated by him registered as the transferee thereof.

30. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing stating that he so elects. For all purposes of these presents relating to the registration of transfers of shares such notice shall be deemed to be a transfer, and the Directors shall have the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred and the notice were a transfer executed by the person from whom the title by transmission is derived.

31. If the person so becoming entitled shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. The Directors shall have in respect of transfer so executed the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred and the transfer were a transfer executed by the person from whom the title by transmission is derived.

32. A person entitled to a share by transmission shall be entitled (subject to any lien of the Company) to receive and may give a discharge for any dividend bonus or other money payable in respect of the share, but he shall not be entitled to receive notices of or to attend or vote at meetings of the Company, or save as aforesaid to any of the rights and privileges of a member unless and until he shall have been registered as a member in respect thereof.

ALTERATION OF CAPITAL.

33. The Company may from time to time, whether all the shares for the time being authorized shall have been issued or all the shares for the time being issued shall have been fully called up or not by Extraordinary Resolution, increase its capital by the creation and issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts and having such attributes as the Company by the Extraordinary Resolution authorizing such increase directs.

34. Subject to any directions that may be given by resolution under the powers contained in the Memorandum of Association or these presents relating to the issue of new shares, any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien, and otherwise as if it had been part of the original capital.

35. The Company may by Special Resolution do the following things or any of them:—

- (a) Consolidate and divide its capital or any part thereof into shares of larger amount than its existing shares.
- (b) By subdivision of its existing shares, or any of them, divide its capital or any part thereof into shares of smaller amount.
- (c) Reduce its capital or any part thereof in any manner authorized by law.

36. Anything done in pursuance of the last preceding Article shall be done in manner provided by the Ordinances so far as they shall be applicable and so far as they shall not be applicable in accordance with the terms of the Special Resolution authorizing the same and so far as such resolution shall not be applicable in such manner as the Directors may deem most expedient.

37. The Special Resolution whereby any share is subdivided may determine that as between the holders of shares resulting from such subdivision one or more of such shares shall have any preference over the other or others.

ALTERATION OF RIGHTS.

38. The rights or privileges of the holders of any special classes of shares into which the capital of the Company may from time to time be divided may be affected, altered, modified, or dealt with in any manner with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the members holding the class of shares whose rights are to be so affected, altered, modified, or dealt with. To any such General Meeting all the provisions of these presents, applicable to General Meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be members of the class holding or representing by proxy two-thirds of the capital credited as paid on the issued shares of the class, and so that in case of a poll every member shall have one vote for every share of the class held by him.

GENERAL MEETINGS.

39. The first General Meeting shall be held at such time within one year after the registration of the Company and at such place as the Directors may determine.

40. Subsequent General Meetings shall be held once in every year and at such time and place as may be prescribed by the Company in General Meeting, and if no time or place be so prescribed, then at such time and place as may from time to time be determined by the Directors.

41. The above-mentioned General Meetings shall be called Ordinary Meetings, all other General Meetings shall be called Extraordinary.

42. The Directors may call an Extraordinary Meeting whenever they may think fit.

PROCEEDINGS AT GENERAL MEETINGS.

43. Seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which the notice is given) specifying the place, the day, and the hour of meeting, and, in case of special business, the general nature of such business, shall be given in manner hereinafter mentioned to such members as are for the time being under these presents entitled to receive notices from the Company. But the accidental omission to give such notice to, or the non-receipt of such notice by, any member shall not invalidate any resolution passed or proceedings had at any such meeting.

44. All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at an ordinary Meeting shall also be deemed special with the exception of sanctioning or declaring a dividend, the consideration of the accounts and balance sheets, and the ordinary reports of the Directors and Auditors, and the election of Directors and other officers in the place of those retiring by rotation or otherwise.

45. Any member entitled to be present and vote at a meeting may submit any resolution to any General Meeting, provided that at least four clear days and not more than fourteen clear days before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him or by his duly authorized representative containing the proposed resolution and stating his intention to submit the same.

46. Upon receipt of any such notice as in the last preceding Article mentioned the Directors shall include in the notice of the meeting, in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other case issue as quickly as possible to the members notice that such resolution will be proposed.

47. No business shall be transacted at any General Meeting unless a quorum of at least two members entitled to vote is present when the meeting proceeds to business. For the purpose of the quorum a member shall not be deemed present unless present in person.

48. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting if convened on the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall be adjourned *sine die*.

49. The Chairman, with the consent of any meeting at which a quorum is present, may adjourn the meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

50. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the members present shall choose some Director, or if no Director be present, or all the Directors present decline to take the chair, some member present to be Chairman of the Meeting.

51. At every General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the members present in person or by attorney (not being a Shareholder) and entitled to vote, unless before or upon the declaration of the result of the show of hands, a poll be demanded by the Chairman of the meeting or by two or more members present in person or by proxy or attorney and entitled to vote, or by one member holding not less than one-tenth of the issued share capital for the time being present in person or by proxy or attorney and entitled to vote, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried or not carried by a particular majority, or lost, shall be conclusive, and an entry to that effect in the book of proceedings of the Company shall be sufficient evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

52. If a poll be demanded in manner aforesaid, it shall be taken at such time and place either at once or after an adjournment and in such manner 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.

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

54. In the case of an equality of votes either on a show of hands or at the poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, as the case may be, shall be entitled to a further or casting vote.

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

VOTES OF MEMBERS.

56. On a show of hands every member personally present and entitled to vote shall have one vote only, and proxies shall not be taken into account, but where a Shareholder is present by an attorney (who is not a Shareholder), such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every member present personally or by proxy or attorney shall have one vote for every share held by the member.

57. If two or more persons are jointly entitled to a share, the member whose name stands first in the register of members and no other shall, unless the Directors otherwise determine, be entitled to vote in respect thereof. If any member be a lunatic or idiot or *non compos mentis*, he may vote by his committee curator *bonis* or other legal curator who may vote either personally or by proxy, and if such committee or curator is present in person at a meeting, the member who he represents shall be deemed to be present in person thereat.

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

59. The instrument appointing a proxy shall be in writing under the hand of the appointor, or if such appointor is a corporation, under their common seal (if any), and if none, then under the hand of some officer duly authorized in that behalf.

60. No person shall be appointed a proxy who is not a member of the Company entitled on his own behalf to be present and vote at the meeting or meetings for which the proxy is given. But this Article shall not apply to an attorney nor to any proxy appointed by the holder of shares to the face value of one-tenth part of the whole of the capital issued for the time being.

61. The instrument appointing a proxy or attorney shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting at which the proxy proposes to vote, otherwise such proxy or attorney shall not be entitled to vote in respect thereof.

62. An instrument appointing a proxy may be in either of the following forms:—

SPECIAL PROXY.

I, _____, of _____, a member of E. Coates & Co. (Galle), Ltd., hereby appoint _____, of _____, or him failing _____ of _____, as my proxy to vote for me and on my behalf at the (Ordinary or Extraordinary, as the case may be) General Meeting of the Company, to be held on the _____ day of _____, 19____, and at every adjournment thereof.

As witness my hand this _____ day of _____, 19____.

GENERAL PROXY.

I, _____, of _____, a member of E. Coates & Co. (Galle), Ltd., hereby appoint _____, of _____, or him failing _____ of _____, as my proxy to vote for me and on my behalf at any (and all) Ordinary or Extraordinary General Meeting (or Meetings) of the Company or adjournments thereof, held during the period of twelve months from the date hereof.

As witness my hand this _____ day of _____, 19_____.

DIRECTORS.

63. The number of Directors shall not be less than five nor more than seven.

64. The first Directors of the Company shall be Percy Vavasseur Appleby, Wilkie Calvert, William Fraser, Dudley Irwin Durham, and Charles Frederick Buxton.

65. Each of the Directors shall have the right and power to nominate in writing any person to act as alternate Director in his place and stead during his absence from Ceylon, and on such appointment being made the alternate Director shall (except as regards remuneration and except as otherwise provided by these Articles) be subject in all respects to the terms and conditions of these Articles applicable to Directors of the Company, and each alternate Director whilst acting in the place of an absent Director shall exercise and discharge all the rights, powers, and duties of the Director he replaced, including a right where applicable to act as Chairman of the Board.

66. In case any alternate Director shall die or vacate his office or be removed during the absence from Ceylon of the Director whom he replaced, the vacancy so arising may be filled up in writing by such last-named Director.

67. The appointment of an alternate Director shall be cancelled and the alternate Director shall cease to hold office whenever the Director who appointed him shall return to Ceylon or shall cease to be a Director or shall give notice in writing to the Secretary of the Company that the alternate Director representing him has ceased to do so.

68. An instrument appointing an alternate Director shall, as near as circumstances shall admit, be in the following form or to the following effect:—

E. Coates & Co. (Galle), Ltd.

I, _____, Director of E. Coates & Co. (Galle), Ltd., in pursuance of the power in that behalf contained in the Articles of Association of the Company, do hereby nominate and appoint _____ to act as alternate Director in my place during my absence from Ceylon, to exercise and discharge all my powers and duties as a Director of the Company.

As witness my hand this _____ day of _____, 19_____.

69. The remuneration of the Directors shall be such annual sum to be divided in such manner as shall be fixed by the Company in General Meeting—a Director shall also be paid his travelling and hotel expenses incurred in attending Directors Meetings or General Meetings or otherwise in connection with the Company's business.

70. The qualification of a Director shall be the holding in his own name alone or jointly with any other person of one share in the Company. A Director requiring a qualification may act before acquiring his qualification but any Director requiring a qualification shall acquire the same within three months after he has become a Director, and unless he shall do so his office shall *ipso facto* be vacated.

71. The Directors may appoint any of their number to be a Managing Director, and the remuneration of a Managing Director may (subject to the provisions of any contract between him and the Company) be fixed from time to time by the Directors, and may be by way of salary or commission or participation in profits or by any or all of these methods or otherwise.

72. If any of the Directors shall hold any other office in the Company or be called upon to perform extra services or to make any journey for any of the purposes of the Company or the business thereof, the Company may pay the expenses of such Director and remunerate him by a fixed sum or salary or commission or a percentage of profits or by any or all of these methods or otherwise as may be determined by the Directors, and such remuneration may be in addition to or in substitution for his remuneration hereinbefore provided.

ROTATION AND APPOINTMENT OF DIRECTORS.

73. Subject to the provisions of these Articles at the first Ordinary Meeting of the Company, other than the Statutory Meeting, and at each succeeding Ordinary Meeting, one-third of the Directors for the time being or, if their number is not three or a multiple of three, then the number nearest to but not exceeding one-third shall retire from office.

74. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

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

76. The Company at the General Meeting at which a Director retires in manner aforesaid may fill up the vacated office by electing a person thereto.

77. If at any meeting at which an election of Directors ought to take place the places of the vacating Directors are not filled up, the vacating Directors, or such of them as have not had their places filled up, shall be deemed to have been re-elected, unless at such meeting it is determined to the contrary.

78. The Directors or the Company in General Meeting shall have power at any time or times to appoint a qualified person to be a Director, but so that the total number of the Directors shall not exceed the maximum number for the time being fixed under these Articles, and any Director so appointed by the Directors shall hold office only until the next following Ordinary Meeting of the Company, and shall then be eligible for re-election.

79. No person other than a retiring Director shall, unless recommended by the Directors for election, be eligible for election as a Director at any General Meeting, unless a member has at least fourteen clear days before the meeting left at the office a notice in writing under his hand, signifying his intention to propose such person for election, accompanied by a notice in writing signed by the person to be proposed stating his consent to be elected.

80. The Company in General Meeting may at any time or times increase or reduce the maximum or minimum number of Directors as fixed above to such number as the Company may think fit, and alter the rotation in which the Directors are to go out of office.

81. The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed commenced his then current period of office.

82. If at any time there should be less than two Directors (including alternate Directors) holding office in Ceylon, a General Meeting of Shareholders shall forthwith be convened by the remaining Director or alternate Director in office, or if there be no such Director in office, then by the Secretary or Acting Secretary or other senior official of the Company resident in Ceylon, and the Shareholders shall by resolution determine on the appointment of a Director or Directors and as to his or their terms of remuneration and period of office.

DISQUALIFICATION OF DIRECTORS.

83. The office of a Director shall be vacated if the Director—

- (a) Ceases to be a Director by virtue of the Ordinances ;
- (b) Resigns his office by a notice in writing under his hand which is left at the office and is accepted or remains unwithdrawn for one month or
- (c) Becomes bankrupt ; or
- (d) Is found a lunatic or becomes of unsound mind.

THE SEAL.

84. The Seal shall not be affixed to any instrument except by the authority of the Directors. The Seal shall be affixed in the presence of at least one Director and of the Secretary or such other person as the Directors may appoint for the purpose.

POWERS AND DUTIES OF DIRECTORS.

85. The business of the Company shall be managed by the Directors who may exercise all such powers of the Company, and do on behalf of the Company all such acts as are within the powers of the Company and as are not by the Ordinances or 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 not being inconsistent with the aforesaid regulations and provisions as may be prescribed by the Company in General Meeting. Provided that no regulations made by the Company in General Meeting shall invalidate any prior act of the Directors or Director which would have been valid if such regulation had not been made.

86. All acts *bona fide* done by any Meeting of Directors or by any person acting as a Director or alternate Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or alternate Director or person acting as aforesaid or that they or any of them or he were or was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or alternate Director as the case may be.

87. The Directors may from time to time appoint any managers or agents for managing any of the affairs of the Company in Ceylon or elsewhere and may fix their remuneration, and any such appointment may be made on such terms and subject to such conditions as the Directors may think fit.

88. The Directors may from time to time delegate to any manager or agent to be appointed under the last preceding Article hereof all or any of the powers, authorities and discretions exercisable under these presents by the Directors as they may from time to time think fit, and such delegation may be made for such time and for such objects and purposes and upon such terms and conditions and with such restrictions as they may think expedient, and they may from time to time revoke, withdraw, alter, or vary all or any of such powers, authorities, and discretions.

89. The Directors may from time to time, by power of attorney under the seal of the Company, appoint any person or persons to be the attorney or attorneys of the Company in Ceylon or elsewhere for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as they may from time to time think fit, and any such appointment may (if they think fit) be made in favour of any Company or of the members, directors, nominees, or managers of any company or firm, or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors, and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney or attorneys as the Directors think fit.

90. Any such delegate or attorney as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in him.

PROCEEDINGS OF DIRECTORS.

91. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. When there shall be two or more Directors, two Directors shall be a quorum until otherwise determined. Questions arising at any meeting of the Directors shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have second or casting vote.

92. On the request of a Director the Secretary shall at any time summon a meeting of the Directors.

93. The Chairman of Directors shall be elected and/or removed by the Board of Directors from time to time.

94. The Chairman of the Board for the time being shall preside at all meetings of the Board, but if there shall be no such Chairman, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the same, the Directors present shall choose one of their number to act as Chairman of such meeting, and he shall preside thereat accordingly.

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

96. No Director or intended Director (including an alternate Director) shall be disqualified by his office from being appointed to and holding any other office under the Company and receiving remuneration for the same or from entering into any contract or arrangement with the Company as vendor, purchaser, or otherwise, nor shall any such contract or arrangement or any contract or arrangement entered into, by or on behalf of the Company in which any such Director or any intended Director shall be in any way interested be avoided, nor shall any such Director or intended 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 only of any such Director holding or intending to hold that office or of the fiduciary relation thereby established, but the nature and extent of his interest (unless apparent from the nature of the contract or arrangement in question) must be disclosed by him at the meeting of the Directors at which such contract or arrangement is determined upon if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest, provided, nevertheless that no Director shall 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.

MINUTES.

97. The Directors shall cause minutes to be made in books to be provided for the purpose—

- (a) Of all appointments made by them.
- (b) Of the names of the Directors present at each meeting of the Directors.
- (c) Of all resolutions passed and proceedings had by and at all meetings of the Directors and of the Company and of all resolutions under Article 95, and any such minute if purporting to be signed by the Chairman of the meeting at which such appointments were made or such Directors were present or such resolutions were passed or proceedings had (as the case may be) or by the Chairman of the next succeeding meeting of the Directors or of the Company (as the case may be) or in the case of a resolution under Article 95 by the Directors or Director signing the same, shall be sufficient evidence without any further proof of the facts therein stated.

DIVIDENDS AND RESERVE FUND.

98. Subject to the rights of the holders of any shares which may hereafter be issued on special conditions as to dividend and to the provisions hereinafter contained as to reserve and the powers of the Directors to recommend dividends or bonus, the net profits arising from the business of the Company shall be applicable in payment to the holders of the ordinary shares of a dividend on the amounts credited as paid up thereon.

99. The Company in General Meeting may from time to time declare dividends to be paid to the members according to their rights and interests under these presents. In no case, however, shall any dividends or bonus be paid, except out of profits or in excess of any amount recommended by the Directors.

100. As regards any shares issued as fully or partly paid up under any agreement entered into by the Company, the same shall be entitled to rank for dividend as from such date (if any) other than that of issue as shall be provided by such agreement.

101. The Directors may from time to time pay to the members such interim dividends as in their or his opinion the position of the Company justifies.

102. The Directors in arriving at the net profits of the Company shall first set aside such sum as in their opinion is proper to provide for bad and doubtful debts, to replace wasting property, and to maintain the plant, works, and property used in the Company's business or any part thereof, and in addition thereto the Directors may out of the net profits create a reserve fund by setting aside such sums as they shall think fit for the purpose of meeting contingencies, the liquidation, reduction, or extinction of any debt or liability of the Company, equalizing dividends, and providing a reserve for any purpose which they may think desirable, and may use the sums so set aside either in the business of the Company or by investing them in such shares or securities or other investments (not being the shares of the Company) as they shall think fit, or in accordance with the provisions of Article 99. Any balance of undivided profit remaining after the payment of dividends and provisions being made for the reserve fund (if required) shall be carried forward to the accounts of the succeeding year.

103. (a) The Directors may at any time or times pursuant to a resolution of the Company in General Meeting, capitalize the whole or any part of the undivided profits for the time being of the Company, whether presently available as such or standing to the credit of any reserve fund either (a) by applying such profits or any portion thereof in making payment in full at par for any shares, debentures, debenture stock, bonds, or other obligations of the Company, and by distributing among the members of the Company or any class or classes of such members such fully paid shares, debentures, debenture stock, bonds, or other obligations of the Company in proportion to the amounts paid or credited as paid upon the shares of the Company held by such members respectively, or (b) by applying such profits or any portion thereof in making payment, in whole or in part, of any moneys remaining unpaid upon any shares of the Company which may have been issued and are not fully paid in proportion to the amounts paid or credited as paid upon such shares respectively, or (c) partly by an application and distribution under (a) and partly by an application under (b), and where some of the shares of the Company are fully paid and others are partly paid, then as between the members holding the fully-paid shares and the members holding the partly-paid shares, any moneys applied in making payment for any fully-paid shares debentures, debenture stock, bonds, or obligations of the Company distributed under (a) and in making payment, in whole or in part, of any moneys remaining unpaid on the partly-paid shares referred to under (b), or partly in one way and partly in the other, shall be so applied *pro rata* in proportion to the amounts then already paid upon the shares of the Company held by such members respectively.

(b) The Directors may at any time or times, with the sanction of a General Meeting and with or without any such capitalization as aforesaid, declare and pay a dividend or bonus out of any reserve fund and fix the time for payment thereof.

(c) The Directors may at any time or times, with the sanction of a General Meeting direct the payment of any dividend or bonus whether the same is paid out of the profits of the Company or out of any reserve fund wholly or partly by the distribution of specific assets and in particular of fully-paid shares, debentures, debenture stock, bonds, or other obligations of the Company or of any other Company, or in one or more of such ways.

(d) Where any difficulty arises in regard to any application or distribution under this clause, the Directors may, subject to any resolution of the Company in General Meeting, settle the same as they may think expedient, and in particular may issue fractional certificates and fix the value for distribution of the subject matter distributed as they may think fit, and may determine that cash payments shall be made to any member of the Company on the footing of the value so fixed, and may vest any part of such subject matter in trust for the persons entitled as they may think fit.

(e) When required a proper contract shall be filed, and the Directors may appoint any person to sign such contract for and on behalf of the allottees of the shares issued, and such appointment shall be effective.

(f) This clause is subject to any special conditions which may be attached to any shares of the Company to be hereafter issued.

104. The Directors may deduct from any dividend or bonus payable to any member all such sums of money as may be due from him to the Company on account of calls or otherwise.

105. Unless otherwise directed any dividend or bonus may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or in the case of joint-holders to the registered address of that one whose name stands first on the register in respect of the joint-holding, and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent, and the Company shall not be responsible for the loss of any such cheque or warrant in course of transmission or for any loss arising from the payment of the amount thereof upon a forged endorsement.

106. Notice of any dividend or bonus that may have been declared shall be given to each member in manner hereinafter mentioned.

107. No dividend or bonus shall bear interest as against the Company.

ACCOUNTS.

108. The Directors shall cause true accounts of the Company's assets, stock-in-trade, credits, liabilities, receipts, and outgoings, transactions, and affairs, and of their own management to be kept in proper books, to which books the members shall have access at reasonable times, subject to such restrictions, if any, as may be imposed by the Company in General Meeting.

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

110. Once at least in every year the Directors shall lay before the Company in General Meeting a profit and loss account and balance sheet of the Company in such form as they shall think convenient (but so that as regards such balance sheet the statutory provisions with regard to the form thereof shall be observed), but unless and until the Company in General Meeting shall otherwise direct the profit and loss account and balance sheet need not be printed or circulated either before or after the meeting, nor need any further statement of accounts or of income and expenditure be laid before the Company in General Meeting.

111. The first balance sheet shall be made out within twelve months after the registration of the Company, and such balance sheet and every subsequent balance sheet shall be duly filed as required by law.

AUDIT.

112. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditors. If one Auditor only is appointed all the provisions herein contained relating to Auditors shall apply to him.

113. The first Auditors of the Company shall be appointed and their remuneration fixed by the Directors. Subsequent Auditors shall be appointed and their remuneration fixed by the Company at the Ordinary General Meeting in each year. An Auditor shall be re-eligible on quitting office. If any casual vacancy occurs in the office of Auditor, the Directors shall forthwith fill up the same and may fix the remuneration of such appointee.

114. The Auditors may be members of the Company, but no person shall be eligible as an Auditor who is interested otherwise than as a member in any transaction of the Company, and no Director of the Company shall be eligible during his continuance in office.

115. Every Auditor shall be supplied with a copy of the profit and loss account and balance sheet, and it is shall be his duty to examine the same with the accounts and vouchers relating thereto.

116. Every Auditor shall have a list delivered to him of all books kept by the Company, and shall at all times have access to the books and accounts and vouchers, and shall be entitled to require from the Directors and the officers of the Company such information and explanation as may be necessary for the performance of his duties.

117. The Auditor shall make a report to the members upon the profit and loss account and balance sheet and on the accounts examined by them, and such report shall be read at the Ordinary General Meeting in each year.

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

NOTICES.

119. 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 him at his registered address.

120. All notices directed to be given to the member 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 such joint-holders.

121. Every member described in the register by an address not within Ceylon shall give an address to the Company in Ceylon at which notices may be served on him, and shall be entitled to have notices served on him at that address, but if he does not he shall not be entitled to receive any notice from the Company.

122. Any notice if sent by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post, and in proving such service it shall be sufficient to prove that the letter containing such notice was properly addressed and put into the Post Office.

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

W. FRASER.

C. F. BUXTON.

S. W. W. FIELD.

W. E. CLARK.

JAMES LINDSAY.

E. R. WILLIAMS.

O. P. MOUNT.

Witness to the above signatures, at Colombo, this Third day of November, 1921:

A. R. NELSON,

Clerk to Messrs. Julius & Creasy, Notaries, Colombo.

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE CEYLON NEWSPAPER COMPANY, LIMITED.

1. The name of the Company is "The Ceylon Newspaper Company, Limited."
2. The registered office of the Company is to be established in Jaffna.
3. The objects for which the Company is to be established are:—
 - (a) To establish and work one or more printing presses in Jaffna or in any other part of Ceylon as may be found necessary.
 - (b) To start and conduct one or more newspapers or periodicals in the Tamil, English, or any other language as the Company shall from time to time think necessary and proper.
 - (c) To carry on generally the business of general printers and publishers and importers of books, stationery, paper, and the like.
 - (d) To carry on any other business which the Company may from time to time decide.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Rupees One hundred thousand (Rs. 100,000), divided into Ten thousand shares of Rupees Ten (Rs. 10) each, with power to increase.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. DURAISWAMY, Jaffna	Ten
S. KATIRESU, Jaffna	Ten
V. S. S. KUMARASWAMY, Jaffna	Ten
A. AMBALAWANAN, Jaffna	Ten
V. M. NAGALINGAM, Jaffna	Fifteen
C. MUTTUKUMARU, Jaffna	Ten
T. P. MASILAMANY, Jaffna	Ten
Total ..	Seventy-five

Witness to the above signatures:

M. S. ELIYATAMBY,
Advocate.

Dated this 11th day of October, 1921.

ARTICLES OF ASSOCIATION OF THE CEYLON NEWSPAPER COMPANY, LIMITED.

The regulations contained in the Table C in the schedule annexed to "The Joint Stock Companies' Ordinance, No. 4 of 1861," shall provisionally apply to this Company, subject to the hereinafter-mentioned modifications.

The quorum for any general meeting shall in no case exceed fifteen. No Shareholder is eligible to be a Director, unless he holds ten shares in the Company and is supported by the votes of Shareholders holding at least 100 shares in the aggregate. The Manager and Editor and others concerned or participating in the profits of any contract or work done for the Company are not thereby disqualified from being elected Directors, but they shall not be entitled to vote in respect of any questions affecting them or their work.

W. DURAISWAMY.
S. KATTRESU.
V. S. S. KUMARASWAMY.
A. AMBALAWANAN.
V. M. NAGALINGAM.
C. MUTTUKUMARU.
T. P. MASILAMANY.

Witness to the above signatures :

M. S. ELIYATAMBY,
Advocate.

Dated this 11th day of October, 1921.

[Second Publication.]

MEMORANDUM OF ASSOCIATION OF THE ST. JAMES (UVA) TEA COMPANY, LIMITED.

1. The name of the Company is "THE ST. JAMES (UVA) TEA 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 St. James estate, situate in the Province of Uva in Ceylon.
- (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
- To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret), which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
- (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, 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 tea and rubber factories, cacao, 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 tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, 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 tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as Agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, 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.

- (g) 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 stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any 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 purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares 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 the 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 abovementioned 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 six hundred thousand Rupees (Rs. 600,000), divided into sixty thousand (60,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.		Number of Shares taken by each Subscriber.
F. E. MACKWOOD, Colombo	..	One
H. F. PARFITT, Colombo	..	One
J. C. KELLY, Colombo	..	One
P. J. PARSONS, Colombo	..	One
ARTHUR BOYS, Colombo	..	One
W. S. FLINDALL, Colombo	..	One
EDWARD H. COLE, Colombo	..	One
Total number of Shares taken		Seven

Witness to the above Seven Signatures, at Colombo, this 26th day of November, 1921 :

H. CREASY,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE ST. JAMES (UVA) TEA COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "The St. James (Uva) Tea Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

Words importing only the masculine gender includes 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 St. James estate, 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 six hundred thousand Rupees (Rs. 600,000) divided into 60,000 shares of Ten Rupees (Rs. 10) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

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

7. The Directors may also with the sanction of a special resolution of the Company reduce the capital or subdivide or consolidate the shares of the Company.

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. The certificates 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 three 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 on 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 such call was passed.

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

26. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; 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 restrictions contained in these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

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

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

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

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents, or such other sum as the Directors shall from time to time

determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

51. If at any time by the issue or 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 thousand (Rs. 100,000).

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

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

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

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

GENERAL MEETING.

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

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

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

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

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

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

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

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

65. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the object and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the 2nd meeting contingently upon the resolution being passed by the requisite majority at the 1st meeting.

66. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts

presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors in place of those retiring by rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever, of which special mention shall have been given in the notice or notices upon which the meeting was convened.

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

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

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

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

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

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

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

VOTING AT MEETINGS.

74. At any meeting every resolution shall be decided by a show of hands and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some Shareholder, or in the case of a special resolution by five 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 five Shareholders, their proxies or attorneys at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

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

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

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

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

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

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

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

The St. James (Uva) Tea Company, Limited.

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

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

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

or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

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

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

88. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees 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 Frank Edward Mackwood and Howard Frank Parfitt, both of Colombo. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, or Secretary of the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 99.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company, or by reason of his being agent, or secretary, or solicitor, or being a

member of a firm who are agents, or secretaries, or solicitors of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

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

105. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 123 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (f) To delegate 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 in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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

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

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

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

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

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

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

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

AGENTS AND SECRETARIES.

123. (a) The firm of Mackwoods, Limited, shall be the first Agents and Secretaries of the Company.

(b) Unless and until otherwise mutually arranged the Agents and Secretaries shall be entitled to receive by way of remuneration a sum not exceeding Rs. 3,500 per annum in addition to the customary commissions and charges usually charged by estate agents in Colombo.

ACCOUNTS.

124. 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.

125. 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.

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

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

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

134. 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.

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

136. 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.

137. 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.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

139. 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 or bonus shall be payable except out of nett profits.

140. 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 provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

141. 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.

142. 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.

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

144. 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.

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

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

151. A notice may be served by the Company upon any Shareholder, either personally or by being sent through post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notice so served shall be deemed to be well served notwithstanding that the Shareholder to whom such notice is addressed be dead, less 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.

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

153. 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 that 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. 150, shall not be given any notices.

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

113.

ARBITRATION.

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

EVIDENCE.

156. 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.

157. 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.

158. 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. E. MACKWOOD.
H. F. PARFITT.
J. C. KELLY.
P. J. PARSONS.
ARTHUR BOYS.
W. S. FLINDALL.
EDWARD H. COLE.

Witness to the above Seven Signatures, at Colombo, this 26th day of November, 1921:

H. CREAMY,
Proctor, Supreme Court, Colombo.

[First Publication.]

The Rambodde Tea Syndicate, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the Rambodde Tea Syndicate, Limited, will be held at the registered office of the Company, Lloyd's buildings, No. 7A, Prince street, Fort, Colombo, on Thursday, December 15, 1921, at 2.30 P.M., for the purpose of discussing the future working of the Company's property, and if thought advisable, to give the Directors power to dispose of the property on such terms and conditions as they may deem advisable.

By order of the Directors,

AITKEN, SPENCE & Co.,
Colombo, December 2, 1921. Agents and Secretaries.

The Pelmadulla Valley Tea and Rubber Company, Limited.

NOTICE is hereby given that the Twelfth Ordinary General Meeting of Shareholders of this Company will be held at the registered office of the Company, No. 12, Queen street, Fort, Colombo, on Saturday, December 10, 1921, at 11 A.M.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended September 30, 1921.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors, and transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from December 6 to 12, 1921, both days inclusive.

By order of the Board of Directors,

LEE, HEDGES & Co., LTD.,
Colombo, November 28, 1921. Agents and Secretaries.

Auction Sale of the Leasehold Rights for the unexpired portion of 50 years, under Mortgage Decree, D. C., Colombo, No. 1,253/1921.

In the District Court of Colombo.

UNDER and by virtue of the decree entered in this case and commission issued to me, I shall put up for sale by public auction on Friday, December 23, 1921, at 5 P.M., at the spot, viz. :-

All that and those the leasehold rights for the unexpired portion of 50 years from November 1, 1899, to October 30, 1949, vested in and by virtue of the assignment of lease bearing No. 2,847, dated November 27, 1899, attested by W. G. F. Seneviratne, Notary Public, in and over all that half part of premises and buildings bearing assessment No. 33, situated at Smallpass, Colombo, containing in extent 24 square perches more or less.

Further particulars from J. M. Perera, Esq., Proctor and Notary, Fort, Colombo.

Auction Rooms, 41, Darley road. R. C. HEYZER,
Phone 1681. Auctioneer and Broker.

Auction Sale of Valuable Property in the District of Kalutara, under Mortgage Decree, D. C., Colombo, No. 54,494.

Dora Lititia Weerasinghe Abeyratne, wife of Walter Silva of Wellawatta in Colombo Plaintiff.

Vs.

Mahamarakkalage Edith Sarah Engeltina Fernando of Idama in Moratuwa, widow of the late Delge Simon Peiris Defendant.

UNDER and by virtue of the decree entered in this case and commission issued to me, I shall put up

for sale by public auction on Monday, January 16, 1922, commencing at 3 P.M., at the respective spots, viz. :—

(1) All that land called Delgahawatta *alias* Godapora-gahawatta, with the trees and buildings standing thereon, situated at Kehelwatta, under Panadurabadda in Panadure totamuna, in the District of Kalutara, Western Province, containing in extent about 12 acres 2 roods and 8½ perches.

(2) All those five contiguous lands of Weliwatta *alias* Pusselgala, Dolewatta, Pusselgalaowita, Pusselgahalanda, Hunyakkalagawatta *alias* Pusselgalewatta, situated at Kehelwatta aforesaid, containing in extent about 7 acres and 2 roods, together with the defendant's right, title, and interest in and to the aforesaid several premises.

Auction Rooms, 41, Darley road. R. C. HEYZER,
Phone No. 1681. Auctioneer and Broker.

Auction Sale of Valuable Property in the Pettah of Colombo.
In the District Court of Colombo.

M. R. A. R. Supramaniam Chetty... Plaintiff.
No. 1,795 of 1920. Vs.

Neemath Umma, administratrix of the estate of
SAL. M. A. L. M. Alim, and two others... Defendants.

UNDER and by virtue of the decree entered in this case and the commission issued to me therein, I shall put up for sale by public auction at the respective spots the following properties, to wit :—

On Friday, December 23, 1921, at 4 P.M.

All that allotment of land, with the buildings standing thereon, bearing assessment No. 31, situated at Old Butcher's lane in the Pettah, Colombo, containing in extent 60/100 of a perch, more or less.

At 4.30 P.M. on the same day.

All that allotment of land, with the buildings standing thereon, bearing assessment No. 2, situated at China lane in the Pettah, Colombo, containing in extent 94/100 of a perch, more or less.

At 5 P.M. on the same day.

All that allotment of land, with the buildings standing thereon, bearing assessment No. 1, situated at China lane in the Pettah, Colombo, containing in extent 66/100 of a perch, more or less.

At 5.30 P.M. on the same day.

All that allotment of land, with the buildings thereon, bearing assessment No. 18, situated at Kayman's Gate, Pettah, Colombo, containing in extent 1 87/100 square perch.

For further particulars apply to Messrs. T. D. & E. L. Mack, Proctors and Notaries, or to me—

A. Y. DANIEL,
Auctioneer.

Colombo, November 24, 1921.

Auction Sale under Mortgage Decree—Valuable House and Garden called Eddystone, Moratuwa.

UNDER decree in case No. 1,380/1920, D. C., Colombo, and by virtue of the commission issued to me thereunder for the recovery of the amount therein stated, I shall sell by public auction on Thursday, December 22, at 4 P.M., at the spot, viz. :—

All that house and ground called and known as Eddystone, Moratuwa, being the land called Delgahawatta and Adirabodawettawatta, adjoining each other, with the buildings bearing assessment Nos. J. 515 and J. 516 and the plantations standing thereon, situated at Rawatawatta, in Moratuwa, in the Palle pattu of the Salpiti korale; and bounded on the north by Crown land and road leading to the Government cooly lines, on the east by the ditch of the land belonging to Abraham Fernando and Mereennege Arnolis Fernando, on the south by land belonging to Cristtombu Mendis and Arnolis Mendis and cart road, and on the west by the high road leading from Colombo to Galle; containing in extent 1 acre 1 rood and 23 94/100 perches, as described in plan No. 161 dated September 7, 1911, made by M. G. de Silva, Fiscal's Licensed Surveyor.

Canal Row, Fort, JENSEN & Co.,
November 30, 1921. Auctioneers and Brokers.

Auction Sale under Mortgage Decree—Land, with the Buildings and Plantations, called Mahawatta at Maggona.

UNDER decree in case No. 1,380/1920, D. C., Colombo, and by virtue of the commission issued to me thereunder for the recovery of the amount therein stated, I shall sell by public auction on Friday, December 23, 1921, at 4 P.M., at the spot :—

All that land Mahawatta, together with the buildings and plantations thereon, situated at Maggona in Maggona-badda in the District of Kalutara; and bounded on the north by Andiyawatta *alias* Akalawatta wherein Bawa Lobbe resided, on the east by Kotchiyawatta, on the south by Hunugogawatta *alias* Pelawatta wherein Allias Fernando resided, and on the west by Mahawatta; containing in extent 1 rood and 28 perches.

Canal Row, Fort, JENSEN & Co.,
November 30, 1921. Auctioneers and Brokers.

Auction Sale under Mortgage Decree—Rubber and Coconut Land at Kalutara District.

UNDER decree in case No. 1,380/1920, D. C., Colombo, and by virtue of the commission issued to me thereunder for the recovery of the amount therein stated, I shall sell the following properties, to wit at their respective spot :—

No. 3, Saturday, January 14, 1922, at 2 P.M., at the spot.

An allotment of land called Galagodaland, in Munhena village, Maggonabadda, Kalutara totamuna, Kalutara District, Western Province, containing in extent 6 acres and 17 perches.

No. 4, at 2.30 P.M., at the spot.

An allotment of land called Galagodaland or Pettiya-godalanda, in Munhena village, Maggonabadda, Kalutara totamuna, Kalutara District, Western Province, containing in extent 3 acres 1 rood and 5 perches.

No. 5, at 3 P.M., at the spot.

An allotment of land called Kotikirillalanda, situated in the village Munhena, in Kalutara totamuna, in the District of Kalutara, Western Province, containing in extent 18 acres 3 roods and 6 perches.

No. 1, at 3.30 P.M., at the spot.

An allotment of land, with the buildings, called Galgodalanda, situated at Munhena, in Kalutara totamuna, in the District of Kalutara, Western Province, containing in extent 3 acres 2 roods and 28 perches.

No. 2, at 4 P.M., at the spot.

An allotment of land called Welawatta, situated at Maggona, in Maggonabadda of Kalutara totamuna, in the District of Kalutara, Western Province, containing in extent 18½ perches.

No. 3, at 4.30 P.M., at the spot.

An allotment of land, with the buildings, called Komitiyewatta, situated at Maggona, containing in extent 1 rood and 12 perches.

For further particulars apply to—

R. G. KOELMAN, of JENSEN & Co.,
Canal Row, Fort, Auctioneers and Brokers.
November 30, 1921.

Auction Sale.

HAVING obtained authority of court, I shall sell at my office, No. 58, Belmont street, Hulftsdorp, Colombo, on December 7, 1921, at 3 P.M., the leasehold interest of the insolvent in case No. 3,040, Insolvency, D. C., Colombo, under indenture of lease No. 177 dated November 4, 1919, attested by Mr. N. M. Zaheed, Notary Public, in and to all that land called Ettambagahalanda, situated at Snyambalagodde, in the Udugaha pattu of Salpiti korale, Colombo District.

For full particulars please apply to—

A. C. KOELMEYER, Assignee,
Auctioneer and Broker.

No. 58, Belmont street,
Hulftsdorp, November 30, 1921.

Auction Sale under Mortgage Decree.
D. C. Colombo, Case No. 2,153/1920.

UNDER instructions received from the D. C. of Colombo in above-styled action, I shall put up for sale on Thursday, December 15, 1921, at 4.30 P.M., at the spot, the under-mentioned property called and known as "Flensburg Mills," viz. :—

All that allotments of land with the buildings thereon bearing assessment Nos. 30 and 31 and Ward No. 2,629 and 2,632 and marked letters A and B, presently called and known as "Flensburg Mills," situated at Pickering's road and Skinner's road north, within the Municipality and District of Colombo, Western Province; the said allotment of land marked letter A being bounded on the north by Pickering's road, east by the premises bearing assessment No. 32 of the estate of the late Andrew Fernando, Mudaliyar, and by the premises bearing assessment Nos. 33 and 34 of Mr. C. H. C. David and Rev. Christian David, on the south by Skinner's road north, and on the west by the property of S. Cathirvelu, shroff, now of Cathiraveloo Namasivayam; containing in extent 1 acre 1 rood and 39 perches. Lot B being bounded on the north by Skinner's road north, on the south by the properties of Dengasdeislam Pulla, Mr. J. H. Jorhard, and B. Rodrigo and others, and on the west by the premises of Messrs. Delmege, Forsyth & Co.; containing in extent 1 rood 30 62/100 perches, held and possessed under and by virtue of a deed No. 487 dated December 15, 1919, attested by Leslie Mack of Colombo, Notary Public, registered A 112/275 and 276 in the Colombo District Land Registry Office.

D. P. TAMPOE,
of Messrs. CHARLES DE SILVA & Co.,
Auctioneers, &c.
Phone 1074.
20, Upper Chatham street.

Auction Sale under Mortgage Decree.
D. C. Colombo, 2,153/1920.

UNDER instructions received from the D. C. of Colombo in the above-styled action, I shall offer for sale by public auction on Thursday, December 15, 1921, commencing at 3 P.M., all movables, machinery, Hornsby oil engines, cigarettes manufacturing outfits, oil presses, and connected sundry machines, presses, implements, tools, &c., and various other things contained in Stores and Mills know, as the "Flensburg Mills," situated in Pickering's road Kotahena, Colombo.

Catalogues in due course.

D. P. TAMPOE,
of Messrs. CHARLES DE SILVA & Co.,
Auctioneers, &c.
Phone 1074.
20, Upper Chatham street.

**Auction Sale of a House Property at Grand Street,
within the Gravets of Negombo.**

Under Mortgage Decree, Case No. 14,237, D. C., Negombo.
Seena Nana Kōona Pana Suppramanian Chetty of
Negombo Plaintiff

Vs.

- (1) Kurukulasuriya Nicholas Peries (dead) and wife,
(2) Kurukulasuriya Albina Fernando, both of St. Joseph's street, Negombo, personally and as legal representative of the intestate estate of the above-named 1st defendant, (3) Kurukulasuriya Anthony Fernando of Munaiakkare, Negombo Defendants.

UNDER the decree entered in the above case in favour of the said plaintiff, against the said defendants and by virtue of the order to sell issued to me thereunder for the recovery of the sum of Rs. 1,460, with interest on Rs. 800 at 30 per cent. per annum from April 30, 1920, to August 25, 1921, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs, I shall sell the under-mentioned property mortgaged by bond No. 741 dated August 7, 1913, attested by D. L. E. Amarasingha, Notary, by public auction, at the spot, at 4 P.M. on Friday, December 23, 1921, to wit :—

The undivided 9/10 shares of the land called Suriyagahawatta and of the buildings standing thereon, situated at Grand street, within the Gravets and in the District of

Negombo, Western Province, containing in extent 15 yards in length from north to south and 8 yards in breadth from east and west. Of the above-mentioned sum of Rs. 1,460 and interest and costs, the sum of Rs. 680 has been realized by the sale of the first-mentioned land in the decree.

Further particulars from S. R. Wijayaratnam, Esq., Proctor and Notary, Negombo, or from—

Negombo, November 30, 1921.

S. R. PIERIS,
Auctioneer.

Auction Sale of Valuable Properties at Kadugannawa.

UNDER mortgage decree in case No. 24,772, D. C., Kandy, entered in favour of the plaintiff Wagepedigedera Gunadara Veda of Amunapura in Kandupalata of Yatinuwara, against the defendant Mohamed Tamby Idroos Lebbe of Kadugannawa, and by virtue of the commission issued to me for the recovery of the amount with balance interest thereon at 9 per cent. per annum till payment in full and costs of suit, I shall sell the under-mentioned property mortgaged by the defendant by bond No. 649, dated August 22, 1914, and attested by Walter Beven of Kandy, Notary Public, by public auction, at the spot, viz. :—

On Tuesday, December 20, 1921, at 10 A.M.

1. All that land called Dambagodahena of 2 amunams paddy sowing extent, situate at Walgowagoda in Kandupalata aforesaid.
2. All that southern 1 amunam paddy sowing extent out of the eastern 3 amunams paddy sowing extent out of and from all that land called Dambagodahena, situate at Walgowagoda aforesaid.
3. All that northern 2 amunams paddy sowing extent out of the eastern 3 amunams paddy sowing extent out of and from all that land called Dambagodahena, situate as aforesaid.
4. All that land called Weraluwegodawatta of 6 pelas of paddy sowing extent, situate at Illukwatta in the Medapalata of Yatinuwara aforesaid.

On Wednesday, December 21, 1921, at 9 A.M.

5. All that field called Kadanmiwawekumbura now converted into a high land called Anga, 20 ft. in length and 14 ft. in breadth, situate at Kadugannawa in Kandupalata aforesaid.
6. All that lot of land of about 2 lahas paddy sowing in extent, situate at Kandangama aforesaid, with the buildings thereon.
7. 9/10 of and in all that allotment of land composed of the lands called Nadeniyahena and Pansalahena, situate at Kiriaula in the Medapalata aforesaid.

For further particulars apply to Messrs. Beven & Beven, Proctors and Notaries, Rose Cottage, Kandy, or to the undersigned—

M. AHAMADO LEBBE,
Auctioneer.

Auction Sale of Frankland Estate.

In the District Court of Kandy.

UNDER the provisions of the Partition Ordinance, and by virtue of an order of court made in case No. 28,779 and a commissioner appointed by the District Court of Kandy, shall put up for sale (at the appraised value) amongst the co-owners, at the spot on Saturday, January 14, 1922. All that estate called and known as Franklands, situated at Wattegama in Pallegampaha, in the District of Lower Dumbara, Central Province, containing in extent about 50 acres 2 roods and 30 1/2 perches, with the plantations, houses, buildings, and boutiques standing thereon. If no co-owner shall buy the estate and premises at or about the upset price the same will on a subsequent date, after due advertisement, be put up for sale at public auction to the highest bidder.

For further particulars apply to Messrs. Leesching & Lee or Walter Beven, Esq., Proctors and Notaries, Kandy.

Matale, November 28, 1921. R. G. WIJEYEKOON,
Commissioner.

Auction Sale.

In the District Court of Galle.

(1) V. D. S. Fernando of Kalegana Plaintiff.
 (2) Gardiye Punchihewage Abraham de Silva of Mirissa Substituted Plaintiff.
 No. 16,198. Vs.

(1) Diogu Hennedi Jayaweera Patabendige William de Silva of Mirissa in Weligam korale, (2) Edwin Wickramasuriya of Kataluwa in Galle, (3) Andrias de Silva Wickramanayaka of Talaramba in Weligam korale Defendants.

UNDER and by virtue of the decree and the order to sell issued to me in the above case, I shall sell by public auction at the spot on December 17, 1921, at 3 P.M., the following property bound and executable for the recovery of the amount due on the said decree, viz. :—

All the remaining soil and trees (exclusive of an undivided 1 acre extent of ground from the east) of the land Kabatahahena, together with all the buildings standing thereon, situate at Mirissa in Weligam korale; bounded on the north by Rukgahakumbura, east by Mestrisattambigedeniya and bedda, south by Nugagahahena *alias* Mirihikanda, and west by high road; and containing in extent 3 acres 2 roods and 12 perches.

For further particulars please apply to D. Wickramasinha, Esq., Proctor and Notary Public, Galle, or to me—

Galle, November 28, 1921.

U. B. WIJEKOON,
Commissioner.

Auction Sale.

A Valuable Land at Batticaloa.

In the District Court of Galle.

Piyadigamage Abanchi de Silva of Koggala Plaintiff.
 No. 18,379. Vs.

Weligamage Haramanis de Silva of Kataluwa .. Defendant.

UNDER and by virtue of the decree entered in the above case and the commission issued to me, I shall sell by public auction the following property declared bound and executable for the recovery of the principal, interest, and costs of suit on Wednesday, December 21, 1921, at 2 P.M., at the spot :—

An undivided extent of 10 acres 2 roods and 8.25 perches of the land called lot bearing letter A Kottarichchadole, of the extent of 17 acres and 24 perches, situate at Sandiwali or Muracottanchenon, in Korale pattu of Batticaloa.

For further particulars, please apply to D. Wickramasinghe, Esq., Proctor, Supreme Court, and Notary Public, Galle, or to—

D. G. RATNAPALA,
Auctioneer.
Sevvallee Industrial School,
Unawatuna, Galle, November 24, 1921.

Auction Sale under a Mortgage Decree.

In the District Court of Matara.

Arukatti Patabendige Sinnias Abeysuriya of Weligama Plaintiff.
 No. 9,314. Vs.

(1) Fredrick de Silva Jayasingha of Wauwa, Dondra,
 (2) Don Andris Alahakoon Appuhamy of Kapugama,
 (3) Suriya Patabendige Jonis Appu of Dondra .. Defendants.

BY virtue of a commission issued to me and the decree entered in the above case to recover the sum of Rs. 2,460, with interest on Rs. 1,500 at 12 per cent. per annum from August 2, 1920, till January 19, 1921, and thereafter with legal interest on the aggregate amount from January 19,

1921, till payment in full, and costs of this action Rs. 177.81, I shall sell by public auction at the office of Mr. Alfred Gunaratna, Proctor, S.C., and Notary Public, Fort, Matara, on Thursday, December 22, 1921, commencing from 2 P.M., the following property, to wit :—

(1) The undivided 5/12 parts of all the trees and of soil of the land called Dolagawamuttettuwatta, in extent about 2½ acres at Karaputugala, in Gangaboda pattu of Matara District; and bounded on the north by dola, east and west by Malanara, and south by the fence of Tennapitawatta.

2. The undivided ½ part of all the trees and of soil of high land Godawatta and of low land Alawattawadeniya, both adjoining each other and forming one land of 16 kurunies of kurakkan sowing extent, and the tiled house of 9 cubits standing thereon at ditto; and bounded on the north by Batuhena, east by Muttettuwatta, south by Potuwita, and west by Baranigahahenewatta.

3. The undivided ¼ part of all the trees and of soil of the high land Higgahakoratuwa and the low land Weralugahapittaniya, both adjoining each other and forming one land, in extent about 3 acres at ditto; and bounded on the north by a portion of Batahena, east by Badahelawatta, south by wela, and west by Horemullewatta.

4. An undivided ¼ part of all the trees and of soil of the land Badahelawatta, in extent about 2½ acres at ditto; and bounded on the north by Higgahakoratuwa, east by Baranigahahenewatta, south by wela, and west by Diggahakoratuwa.

5. The undivided 15/32 parts of all the remaining fruit trees and of soil (save and except the planter's ½ share of the fruit trees of 2nd plantation) of the land called Gallindagawawatta *alias* Henenuppu, in extent about 3 acres, and the tiled house of 13 cubits standing thereon, situate at Kapugama, in the Wellaboda pattu of Matara District; and bounded on the north by the fence of Gallegetwatta, east by the fence of Watupitiwatta, south by Tekkawatta-agala *alias* Beeragelanda, and west by agala, Bomaduwa, and the fence of Middella.

The purchaser shall immediately after the sale pay ¼ of the purchase amount and all the expenses of sale.

For further particulars please apply to the said Proctor, or to me—

A. P. KARUNARATNA,
Commissioner.
Matara, November 22, 1921.

Sale by Auction under Partition Decree.

In the District Court of Galle.

Valuable Property in the Business Centre of the Town of Ambalangoda.

BY virtue of a commission issued to me by the District Court of Galle in partition case No. 15,430, I shall sell on Saturday, January 7, 1922, commencing at 3 P.M., at the spot, the following property, to wit :—

The land called Wellaboda Mawatabodawatta (lot B), together with all that is thereon, situated at Ambalangoda, in Wellaboda pattu of the District of Galle, Southern Province; and bounded on the north by lot A of the same land, east by Kajjugahawatta, south by road to railway station and Kajjugahawatta, and west by high road from Colombo to Galle; containing in extent 1 rood 2.62 perches.

The said land, as depicted in plan No. 464 filed of record, will be sold in four blocks (lots 4 and 5 together forming one block) excluding lots 8 and 9.

The sale will take place first among the co-owners at the upset price, and if not purchased by any co-owner, the said premises will immediately thereafter be put up for sale among the public.

All previous advertisements, including the one in the *Government Gazette* of November 18, 1921, in which January 14, 1922, had been fixed as the date of this sale, are hereby cancelled.

W. KODIKARA,
Commissioner and Auctioneer.
Ambalangoda, November 25, 1921.

1088/11/2
 Sale by Auction under Mortgage decree.

In the District Court of Puttalam.

Avena Vina Mena Mena Pana Lana Palaniappa Chetty of Puttalam, administrator of the estate of the deceased M. V. M. Avicchi Chetty Plaintiff.
 No. 3,460. Vs.

(1) Assena Lebbe Sego Seyadu Bahardeen for himself and as the representative of the estate of the deceased mortgagors—Mohideen Meera Nachia, Assena Lebbe Naina Mohamado Lebbe, and Assena Lebbe Mohamado Rowther; (2) Mohallam Assan Mohideen Wawa Saido Lebbe Mohideen Ibrahim Naina Lebbe Marikar, both of Teli Defendants.

BY virtue of the order that has been directed to me by the District Court of Puttalam in the above case, I hereby give notice that I will put up for sale by public auction the following property on the date and at the hour mentioned below at the spot:—

On Tuesday, December 20, 1921, at 9 A.M.

(a) Boundaries of the Veedovalavukany (house and premises), containing in extent about $1\frac{1}{2}$ acre and forming a part of Peemadutotam, situate at Teli in Kalpitiya division, in Puttalam District, North-Western Province, are as follows: north by garden belonging to the heirs of Moona Cader Saibo Marikar and others, east by the house and premises belonging to Magudu Mira Nachia and the garden with house and premises belonging to Ena Assena Marikar, south by garden belonging to Wawanna Sego Mohamado, and west by garden belonging to defendant and others. The land within these boundaries and the house, coconut trees thereon.

On Tuesday, December 20, 1921, at 9.30 A.M.

(b) Boundaries of a portion of garden, containing in extent about $\frac{1}{2}$ acre, situate at the aforesaid village Thikaly, are as follows:—on the north by land belonging to the said Mohideen Meera Nachia and others, east by the above-mentioned land, south by garden belonging to Moona Thamby Marakar, and west by garden belonging to Pana Ahamado Tamby Marikar. The entire land and other things within these boundaries.

On Tuesday, December 20, 1921, at 10 A.M.

(c) Boundaries of another portion of coconut garden, situate at Teli aforesaid, and containing in extent about 2 acres, are as follows:—on the north by land belonging to the heirs of Sena Muna Idroos Marikar, east by land belonging to the big mosque at Teli, south by garden belonging to the heirs of Idroos Lebbe, and west by land belonging to Abdu Rasak alias Muttu Marikar. The entire land and coconut trees and other things within these boundaries.

On Tuesday, December 20, 1921, at 10.30 A.M.

(d) A portion containing in extent about $1\frac{1}{2}$ acre forming a part of Sulakukattythottam, situate at Teli aforesaid; and bounded on the north by land belonging to Thely Umma, wife of Pitche Thamby Marikar, east by Theevuthottam belonging to Muna Chena Ana Muna Naina Lebbe Marikar and others, south by the adjacent portion of this belonging to Ismail Naina Muhamado Levvai and others, and west by road; an undivided $\frac{1}{2}$ share of the land, coconut trees, and other things within these boundaries.

On Tuesday, December 20, 1921, at 11 A.M.

(e) A portion measuring in extent from north to south 63 yards on the eastern side and $58\frac{1}{2}$ yards on the western side and from east to west 37 yards, out of the garden called Peemaduthottam, situate at Teli aforesaid; which said portion is bounded on the north by the portion of land belonging to Kader Saibo Marikar Lebbe Thamby Marikar and brother, east by the portion of land belonging to Mohidin Meera Nachia, south by land belonging to Thana Muna Seynadin Marikar, and west by land belonging to Assen Naina Marikar. The land within these boundaries and all things thereon.

On Tuesday, December 20, 1921, at 3 P.M.

(f) Boundaries of the garden called Periathottam and Vayaltaraithottam, situate at Sothupettiarwady in the aforesaid pattu, containing in extent about 10 acres, are as follows: north by garden belonging to Seeni Muttu, east by garden belonging to Ahamado Naina Ahamadu Lebbe and others, south by garden belonging to Nagoor Meera

Ahamado Meera Lebbe and others, and west by sandy hill; an undivided $\frac{1}{2}$ share of the land, coconut trees, and other things within these boundaries, together with all singular, the plantations therein, the crops and produce thereof, and the buildings thereon, and all the right, title, interest, and claim whatsoever of the said defendant in, to, upon, or out of the said proceeds applied in and towards the payments of the said amount, interest, and costs.

Further particulars apply to Mr. William S. Strong, Supreme Court Proctor, Puttalam, or to the undersigned—

P. M. M. CADER SAIBO MARIKAR,
 Puttalam, November 28, 1921. Auctioneer.

Auction Sale.

In the District Court of Kegalla.

(1) Pathirannehelage Don John Appuhamy of Timbiripola, (2) P. A. Dharmadasa, Proctor, Ratnapure Plaintiffs
 No. 5,489. Vs.

Keraminiyage Siman Appu of Pelelegama in Atulugam korale Defendant.

UNDER and by virtue of the decree entered in the above case and by virtue of the commission issued to me for the recovery of the amount stated therein, less a sum of Rs. 1,000, I shall sell by public auction the under-mentioned property, declared bound and executable under the said decree, on Saturday, December 17, 1921, commencing at 1 P.M., at Yatiyantota bazaar.

Property referred to.

1. All that two contiguous allotments of land called and known as Bambaragalepallehenyaya and Rattana-pitiyehena forming one property, situated at Pelelegama in Atulugam korale, Kegalla District, Province of Sabaragamuwa; bounded on the north by Mimaskandurewatta, east by Del-oya, south by Rattana-pitiya-ela and Pan-kumburetennewatta, west by Lila tea estate, and Mahagalatenna tea estate; containing in extent about 4 amunams of paddy sowing.

2. All that allotment of land called and known as Mimaskandurewatta, situated at Pelelegama aforesaid; bounded on the north by Kelani river, east by Del-oya, south by Del-oyehena, west by Mimaskandure-ela; containing in extent about 1 amunam of paddy sowing.

K. RATNASINGHAM,
 Kegalla, November 29, 1921. Commissioner.

St. John's Church, Kalutara.

A MEETING of the congregation of the above church will be held in the vestry of the said church on Sunday, December 18, at 6.15 P.M., for the purpose of electing three trustees for 1922, as required by Ordinance.

St. John's, J. S. H. EDIRISINGHE,
 Kalutara, November 29, 1921. Incumbent.

Church of the Holy Trinity, Colombo.

Annual Election of Trustees, 1922.

NOTICE is hereby given that a meeting of subscribers and seaholders of the above church will be held in the church on Sunday, December 18, at 9 A.M., for the election of three trustees for the year 1922.

GEORGE A. GRENIER,
 Vicar, on behalf of the Trustees.

Cancellation of Power of Attorney.

NOTICE is hereby given that the power of attorney No. 8,646 dated August 23, 1915, and attested by W. B. de Fry of Colombo, granted by me to Mr. Jamal Mohideen was cancelled on December 11, 1920, the said Mr. Jamal Mohideen having ceased to act as my attorney in Ceylon as from December 11, 1920.

A. M. OTHAMAN PILLAY.
 Colombo, November 22, 1921.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned parcels having been left in Baggage Office beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on Tuesday, January 24, 1922. Goods must be cleared on or before Saturday, January 28, 1922 :—

Date. 1921.	S. R. No.	Name.	Vessel or Train.	Number and Description of Parcels.
January 20 ..	646 ..	Messrs. Madura Co.	.. Talaimannar train	.. 1 pistol
April 21 ..	2884 ..	Sub-Collector, Talaimannar	.. P. C. C. No. 1 475 of April 10, 1921	1 do.
May 27 ..	3797 ..	Mr. Bell	.. ss. Narkunda	.. 1 revolver
May 30 ..	3805 ..	Mr. B. T. Brouster	.. Talaimannar train	.. 1 do.
July 25 ..	4434 ..	Hampner	.. ss. City of Manchester	.. 1 do.
August 5 ..	4545 ..	Mr. A. S. Main	.. ss. Oxfordshire	.. 1 do.
August 12 ..	4620 ..	Messrs. Carson & Co.	.. ss. 'Havildar	.. 1 sugar samples
Do. ..	4621 ..	National Bank	.. do.	.. 1 do.
Do. ..	4622/4623 ..	Messrs. Delmege, Reid & Co.	.. do.	.. 2 do.
Do. ..	4624 ..	A. Rahim Ousman	.. do.	.. 1 do.

H. M. Customs,
Colombo, November 25, 1921.

A. N. STRONG,
for Principal Collector.

Statement showing the Importations of Rice into the Ports of Ceylon during the Week ended November 26, 1921.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo ..	Calcutta ..	287
Do. ..	Rangoon ..	38,248
Do. ..	Singapore ..	11,720
Do. ..	Tuticorin ..	4
Do. ..	Dhanushkodi ..	601
Talaimannar ..	do. ..	540

2,235 bags rice were shipped during the week, out of which 160 are ships' stores.

H. M. Customs,
Colombo, November 29, 1921.

A. N. STRONG,
for Principal Collector.

Lease of Land for storing Logs at the Mouth of the Kelani River.

NOTICE is hereby given that the Government Agent of the Western Province will sell by public auction, at his office in Colombo, on Monday, December 19, 1921, at 12 noon, the lease of the land used for storing logs only at the mouth of the Kelani river, for three months from January 1, 1922.

- The highest bidder shall be the purchaser.
- The lease will be terminable at any time if required by Government on one month's notice.
- The purchaser should pay the purchase amount in full on the day of sale.
- Further particulars can be had on application to the Government Agent, Western Province, Colombo.

The Kachcheri,
Colombo, November 26, 1921.

R. J. PEREIRA,
for Government Agent.

Tenders for Purchase of Lease.

NOTICE is hereby given that the Government Agent of the Western Province, will receive tenders for the purchase of the lease of lots 11792 and 11793 in preliminary plan No. 11,350, situated at Bambalapitiya, for a period of one year from January 1, 1922.

The tenders, which must be in sealed envelopes, will be received at the Colombo Kachcheri until 12 noon on Monday, December 19, 1921, when they will be opened. All persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agent that the tender is made *bona fide*.

Conditions.

- The highest tenderer shall be declared the purchaser.
- The purchase amount shall be paid in full on the day of sale.

3. The purchaser will be entitled to use the land for the purpose of unloading materials from boats, rafts, &c., in the Kirillapone canal, and to charge from each such boat or raft a sum not exceeding Re. 1.

4. The purchaser shall not encroach on or allow any kind of cart traffic on the adjoining tow path, and he shall not interfere with any existing fence or boundary on the leased premises.

5. The purchaser shall be bound to fence the land leased to him, if called on by the Government Agent to do so.

6. The purchaser shall not damage the land, but keep it in good order, pay all rates and taxes, and comply with Municipal regulations.

7. The Government Agent, or any one acting under his authority, will be entitled to re-enter into occupation at any time on giving a month's notice to the lessee.

8. The purchaser shall not assign, transfer, or sublet the premises without the written permission of the Government Agent, Western Province, so to do.

9. If the whole or any portion of the land is required by Government before the expiry of the lease, such whole or portion thereof shall be surrendered on a month's notice being given; in which case a proportionate refund or reduction in the rental will be made for the unexpired period for which rent has been paid.

10. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the premises and eject the purchaser and his workmen therefrom without compensation.

11. The Government Agent reserves the right to reject any or all tenders.

The Kachcheri,
Colombo, November 26, 1921.

R. J. PEREIRA,
for Government Agent.

Lease of the Produce of Trees.

NOTICE is hereby given that the Government Agent of the Western Province will sell by public auction, at his office in Colombo, at 12 noon, on Monday, December 19, 1921, the lease of the produce of the trees on the three under-mentioned lots for one year from January 1, 1922, subject to the following conditions :—

- The highest bidder shall be the purchaser.
- The purchase amount should be paid in full on the day of sale.
- The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.
- The purchaser shall not assign, transfer, or sublet without permission previously obtained in writing from the Government Agent.
- The purchaser shall pay all Municipal taxes.
- The Government Agent or any one acting under his authority will be entitled to re-enter into occupation at any time on giving one month's notice to the lessee.

7. The purchaser shall keep the premises clean and in good order, and also comply with the Municipal regulations.

8. The Government Agent shall have the liberty to cut as many trees as are found to be necessary, for which proportionate refunds will be made to the lessee.

9. In the event of any breach of the foregoing conditions, the Government Agent will resume possession of the land, and eject the purchaser from the premises without compensation.

10. The Government Agent reserves the right to reject any bid or all bids.

Lots of Land referred to.

Preliminary plan 14,596.—Regent street.

Ward place and Norris Canal road.

1. Lots O 12 and J 12 contain 94 coconut trees, 4 mango trees, 2 breadfruit trees, and 3 jak trees.
2. Hospital premises contain 43 coconut trees, 3 mango trees, 2 breadfruit trees, and 3 arecanut trees.

The Kacheheri, R. J. PEREIRA,
Colombo, November 26, 1921. for Government Agent.

Tenders for the Purchase of Grazing Rights.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the grazing rights of the allotment of land known as the Colombo Cinnamon Gardens; bounded on the north by Buller's road and Government quarters, east by the barbed-wire fence separating the Victoria Golf Club, south by the land of Jeronis Dabera and others, and west by the land in charge of Saibu Sultan; in extent 21 acres 3 roods 8 perches along Buller's road, for a period of one year from January 1, 1922, subject to the following conditions.

2. The tenders, which must be in sealed envelopes, superscribed "Tender for the purchase of the grazing rights at Buller's road," will be received at the Colombo Kacheheri until 12 noon on Monday, December 19, 1921, when they will be opened. All persons making the tenders will be required to be present, or to satisfy the Government Agent by some duly accredited agent that the tender is made *bona fide*.

Conditions.

- (1) The highest tenderer shall be declared the purchaser.
- (2) The purchase amount shall be paid in full on the day of sale.
- (3) The purchaser is only entitled to the grazing rights.
- (4) The purchaser or his workmen shall not cut any trees or interfere with any existing fence or boundary.
- (5) The purchaser shall keep the land clean and in good order, and also comply with the Municipal regulations.
- (6) All cattle kept on the land to graze should be tethered, and should not be allowed to trespass on the public road.
- (7) The purchaser shall not assign, transfer, or sublet the land without the written permission from the Government Agent, Western Province, to do so.
- (8) The purchaser shall put up the temporary fence as required by the Engineer in Charge of Government buildings.
- (9) If the whole or any portion of the land is required by Government before the expiry of the lease, such land or portion shall be surrendered on a week's notice being given, a *pro rata* refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.
- (10) In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land, and eject the purchaser and his workmen from the land without compensation.
- (11) The Government Agent reserves the right to reject any tender or all tenders.

The Kacheheri, R. J. PEREIRA,
Colombo, November 26, 1921. for Government Agent.

Sale of Lease of Grass and Cinnamon on Crown Lands situated at Welikada and Kanatta.

NOTICE is hereby given that the Government Agent, Western Province, will sell by public auction at his office in Colombo, at 12 noon, on Monday, December 19, 1921, the right to cut and remove grass and cinnamon for one year from January 1, 1922, on the under-mentioned

portions of Crown land appearing in the lease plan of the Colombo Cinnamon Gardens, subject to the following conditions:—

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

The Kacheheri, R. J. PEREIRA,
Colombo, November 26, 1921. for Government Agent.

List of Lands referred to.

Colombo Cinnamon Gardens Lease Plan.

Lot.	Situation.	Description.	Extent.		
			A.	R.	P.
12	.. Welikada	.. Grass and cinnamon..	1	3	19
Preliminary plan 14,349.					
893	.. Kanatta	.. Grass land	..	2	1 31 75

Lease of the Produce of Trees.

NOTICE is hereby given that the Government Agent of the Western Province will sell by public auction, at his office in Colombo, at 12 noon, on Monday, December 19, 1921, the lease of the produce of the trees on the under-mentioned land for one year from January 1, 1922, subject to the following conditions:—

1. The highest bidder shall be the purchaser.
2. The purchase amount should be paid in full on the day of sale.
3. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.
4. The purchaser shall not assign, transfer, or sublet without permission previously obtained in writing from the Government Agent.
5. The purchaser shall pay all Municipal taxes.
6. The Government Agent or any one acting under his authority will be entitled to re-enter into occupation at any time on giving one month's notice to the lessee.
7. The purchaser shall keep the premises clean and in good order and also comply with the Municipal regulations.
8. The Government Agent shall have the liberty to cut as many trees as are found to be necessary, for which proportionate refunds will be made to the lessee.
9. In the event of any breach of the foregoing conditions, the Government Agent will resume possession of the land and eject the purchaser from the premises without compensation.
10. The Government Agent reserves the right to reject any bid or all bids.

Land referred to.

Land along the flood outlet from Dehiwala to Kirillapone, excluding the portion reserved for Public Works Department cool lines.

The Kacheheri, R. J. PEREIRA,
Colombo, November 26, 1921. for Government Agent.

Conditions on which the hereinafter-mentioned Land belonging to the Crown is put up for sale by Tender at 12 noon on December 16, 1921, at the Colombo Kachcheri.

1. The land shall be sold to the highest tenderer, provided that the sum offered by him shall at the least amount to the upset price noted against the land.
2. No tender shall be finally accepted unless the person making the same shall, on being declared the highest tenderer, immediately pay to the Government Agent, a deposit of 10 per cent. on the purchase amount of the said land.
3. The purchaser shall pay to the Government Agent, within one month from the day of sale, the balance of the purchase money, and in failure thereof the purchase shall be considered void, and the deposit of 10 per cent., together with any other sum paid on account of the said land shall be forfeited.
4. On payment to the Government Agent, within the time specified of the whole of the purchase money, the purchaser shall receive a deed of transfer.
5. Should it appear at any time before the execution and issue of the deed of transfer that the actual extent of the said land is in excess of the extent given in those conditions of sale, the purchaser will be liable to pay the value of the excess extent at the same rate per acre as that at which he purchased the land. In the event of the extent of the said land being hereafter found to be less than the extent given in these conditions of sale, the purchaser will be entitled to claim a refund of a proportionate amount of the purchase price paid by him at the same rate per acre as that at which he purchased the land. Provided, however, that he will not be entitled to claim any further amount as interest on the money paid by him or by way of compensation. In all questions affecting the description and admeasurement of the land, the decision of the Surveyor-General will be taken as final.
6. The land is sold subject to the reservation to the Crown of all rights to mine for plumbago, save with the express sanction in writing of the Governor for the time being, and subject to such payment and regulations as he may approve from time to time.
7. Should the land be or hereafter become benefited by any irrigation work already constructed (or which may be hereafter undertaken) at the expense of the public revenue, and for which any payment may be levied by virtue of any Ordinance now in force or hereafter enacted, it shall be liable to payment of such rate per acre as may be recoverable under such Ordinance or Ordinances.
8. The Government Agent reserves the right to reject any or all tenders.

Land referred to.		Extent. A. R. P.	Upset Price. Rs.
Name of Land.	Situation.		
7/12 of Madangahawatta alias Siyambalagahawatta	Bopitiya in Alutkuru korale south	7/12 of 6 0 15	200
Notice dated November 16, 1921, is hereby cancelled.			
The Kachcheri, Colombo, November 30, 1921.	R. J. PEREIRA, for Government Agent.		

Sale of Timber.

THE under-mentioned logs lying at the following places in the Muthur Range, in the District of Trincomalee, in the Eastern Division, will be sold by public auction by the Sub-Divisional Forest Officer on the dates noted below, subject to the following conditions:—

1. The timber will be put up for sale in lots at a rate per cubic foot, and no advance of less than 25 cents per cubic foot will be accepted.
2. The highest bid will be accepted subject to the approval of the Conservator of Forests. The highest bidder will be declared the purchaser, and on being so declared shall sign his name in the register of sale in admission of such purchase and deposit the necessary amount.
3. 25 per cent. of the bid to be deposited on conclusion of the sale. Balance to be paid within 14 days of the approval of sale by the Conservator of Forests, when the removal pass will be issued.

4. Measurements as recorded by the Sub-Divisional Forest Officer must be accepted, but, prior to date of auction, any intending purchaser is at liberty to check the measurements and to represent any discrepancy to the Sub-Divisional Forest Officer.

5. All timber sold must be removed within six weeks of the receiving of notice that the bid has been accepted, and the timber will lie at the risk of the purchaser until the time of removal at the various places where the auction sale was held.

6. Should the person whose bid has been accepted fail to pay the balance purchase amount within 14 days of receiving notice in writing that his bid has been accepted by the Conservator of Forests, or to remove the timber within the time specified in clause 5 above, the lot will be resold at the risk of the original purchaser who shall be held liable for any deficiency owing to a lower price being realized at the resale, but, on the other hand, if an enhanced price is realized, he shall have no claim to the profit which shall accrue thereby to Government.

(1) List of logs lying at Thalayadi seashore:—

23 satinwood logs, 96 cub. ft.
50 palu logs, 264 cub. ft.
1 sadawaka log, 2 cub. ft.
1 margosa log, 2 cub. ft.
1 Kallodi log, 4 cub. ft.

(2) Timber at Konamalai's compound in Sambur:—

6 satinwood logs, 38 cub. ft.
2 palu logs, 11 cub. ft.
1 Uyil log, 12 cub. ft.
1 Margosa log, 10 cub. ft.

Sawn Timber.

2 satin scantlings, 9 ft. 7 in. by 6½ in. by 2 in.
6 Do. 7 ft. 9 in. by 4 in. by 2 in.
1 Do. 9 ft. 6 in. by 2 in. by 2 in.
1 Do. 6 ft. 9 in. by 4 in. by 2 in.
2 Do. 9 ft. 6 in. by 4 in. by 2 in.
1 Do. 6 ft. 3 in. by 4 in. by 2 in.
3 Do. 12 ft. 7 in. by 6 in. by 4 in.
2 Do. 7 ft. by 4 in. by 1½ in.
1 Do. 11 ft. 5 in. by 4 in. by 2 in.
1 Do. 11 ft. 2 in. by 4 in. by 1½ in.
5 Do. 7 ft. by 4 in. by 2 in.
3 Do. 8 ft. 6 in. by 4 in. by 2 in.
2 Do. 7 ft. 9 in. by 4 in. by 2 in.
1 Do. 6 ft. 10 in. by 4 in. by 2 in.
1 Do. 7 ft. 2 in. by 4 in. by 2 in.
1 Do. 8 ft. 8 in. by 4 in. by 2 in.
3 palu scantlings, 10 ft. 3 in. by 7 in. by 4 in.
1 Do. 10 ft. 4 in. by 4 in. by 2½ in.
5 Do. 13 ft. 8 in. by 4 in. by 3 in.
1 Do. 9 ft. by 3 in. by 3 in.

(3) Timber lying at Periyalankulam:—

4 palu logs, 28 cub. ft.
1 chalamba log, 12 cub. ft.

(4) Timber lying at Periyamoddaikulam:—

21 satin logs, 69 cub. ft.
12 palu logs, 62 cub. ft.
1 milla log, 5 cub. ft.
13 velam logs, 135 cub. ft.
1 sadavakai log, 3 cub. ft.

7. The sale of the 76 logs lying at Thalayadi will be held at the spot on Wednesday, December 14, 1921, at 1 P.M., and of the ten logs and 43 scantlings in Konamalai's compound at Sambur will be held at the spot on the same day at 4 P.M. The sale of the 5 logs lying at Periyalankulam will be held at the spot on Thursday, December 15, 1921, at 9 A.M., and the sale of the 48 logs lying at Periyamoddaikulam will be held at the spot on the same day at 2 P.M.

8. The list of timber in the log as well as sawn can be seen in the Forest Office, Trincomalee or Batticaloa, on any working days between the hours of 10 A.M. and 4.30 P.M.

9. For any further information application should be made at the Sub-Divisional Forest Office, Trincomalee.

J. D. SARGENT,
Acting Conservator of Forests.

Office of the Conservator of Forests.
Kandy, November 25, 1921.

Transfer of Palaikuli School to Adamben.

NOTICE is hereby given that an application has been received from the Rev. H. Chas. Beaud, Colombogam, Jaffna, for the transfer of his Palaikuli Vernacular School, which is situated in Mantai, Mannar District, of the Northern Province, to Adamben, about 1½ miles to the north of Palaikuli.

Observations will be received not later than January 2, 1922.

Education Office, EDWIN EVANS,
Colombo, November 29, 1921. Acting Director of Education.

Auction Sale of Salvage Materials.

A SALE of salvage materials, including 149 solid motor car tyres, 120 outer covers, 52 inner tubes, empty oil barrels, oil drums, paint kegs, &c., will be held by public auction at the Railway Stores and at the Motor Garage, Maradana, on Wednesday, December 14, 1921, at 2 P.M.

General Manager's Office, G. P. GREENE,
Colombo, November 30, 1921. General Manager.

Cancellation of Butcher's License.

IN terms of section 7 of Ordinance No. 9 of 1893, I, Edward Bruce Alexander, Acting Government Agent, of the Western Province, do hereby cancel and withdraw the Butcher's License No. 3,124, dated February 4, 1921, issued to Seena Warsa Mohammado of Hanwella, empowering him to trade within the limits of Urapola.

The Kacheheri, E. B. ALEXANDER,
Colombo, November 23, 1921. Acting Government Agent.

Auction Sale.

THE following produce and stores of the Experiment Station, Peradeniya, will be sold by public auction, on Friday, December 16, 1921, at 9 A.M., on the spot:—

Coconuts.

Areca nut crop from date of sale to September 30, 1922.

Cinnamon crop from date of sale to September 30, 1922.

2 spring balances.

1 clock, English pendulum.

19 sprayers, Triumph, complete.

2 cacao syringes.

2 thermometers.

2 lawn mowers.

A deposit of Rs. 50 in case of coconuts and Rs. 10 for other produce will be required to be made with the Manager of the Experiment Station by the purchasers of each of the articles purchased. Should any person fail to remove the produce within seven days, inclusive of the date of purchase, such deposit will be forfeited to the Crown. All other deposits will be returned when the articles purchased have been removed.

Cash security in Rs. 20 will be required for the fulfilment of each of the contracts of cintrizing arecanuts. Date of cintrizing Total Amount due.

Payment for the entire crops of cinnamon and areca nut must be made within 3 days, inclusive of the date of chase. Should the purchaser fail to do this his deposit will be forfeited to the Crown.

The cutting, peeling, curing, and removal of the cinnamon shall be at the expense and risk of the contractor.

The collecting, curing, and removal of the arecanuts shall be at the expense and risk of the contractor.

Payment must be made before delivery of the other produce and stores which can be seen by intending purchasers at the store of the Experiment Station, Peradeniya, where they will be delivered.

The Government reserves to itself the right, without question, of accepting or rejecting the highest offer.

F. A. STOCKDALE,
Department of Agriculture, Director of Agriculture.
Peradeniya, November 30, 1921.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Wedikumbura in Kolonwinne Arachchi's wasama of Buttala-Wedirata korale of 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.

The area bounded on the north by Kadain-ara, south by boundary of Kawdawa and Maragala-oya, east by Wantibbagodakanda, and west by Maragalakanda.

The declaration is to take effect from November 22, 1921.

Badulla Kacheheri, C. SUNTHARALINGAM,
November 24, 1921. for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Bovitia, in Ampitiya village of Kolonwinne Arachchi's wasama of Buttala-Wedirata korale of 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.

The area bounded on the north by boundary of Laha village, south by Talawa and Kadaima, east by Ura and west by Elapegu-oya and Kadaima.

The declaration is to take effect from November 22, 1921.

Badulla Kacheheri, C. SUNTHARALINGAM,
November 24, 1921. for Government Agent.

NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."**Abolition of Arrack Taverns.**

IN terms of Excise Notification No. 85, Chapter IV. (published in the *Government Gazette* No. 6,995 of February 14, 1919), and with reference to the lists of foreign liquor, arrack, and toddy taverns sanctioned for the current renting period, *vide Government Gazette* No. 7,175 of May 13, 1921, the following proposal for the ensuing renting period, viz., from October 1, 1922, to September 30, 1923, with respect to such taverns, is hereby notified for general information:—

Abolition of Arrack Taverns.

1. It is proposed to abolish Nos. 10, Munnessaram; 18, Mahagama; 19, Willattawa; 21, Irrattakulama; and 27, Medagoda, in Chilaw District.

2. Regarding the abolition of the above taverns, I am prepared to receive any written representation at Chilaw Kacheheri up to 12 noon on Monday, January 16, 1922, and to hear any verbal representation at the above-mentioned time and place.

Puttalam Kacheheri,
November 25, 1921.

W. K. H. CAMPBELL,
Assistant Government Agent.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION.—Irrigation Works, Province of Uva.

REVISED specification showing lands found to be capable of irrigation by Gala-oya East (Left Bank) Channel, the names of proprietors, and the contributions payable in respect of each land for the maintenance of masonry works only. All previous specifications, including the one published in *Government Gazette* No. 6,852 of February 9, 1917, are hereby cancelled.

Maintenance Rate at Rs. 2.03 per Acre per Annum from January 1, 1921, to December 31, 1925. This Rate must be revised for 1926.

Preliminary plan 1,533.

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.			Charge for Maintenance.	Area exempted.	Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.	
				A.	R.	P.						Rs.	C.	Rs.	C.
1	125	Galgekumbura	Bogahawatte Suwanda of Medapitiya	1	2	12	3	20	—	—	3	20
2	126	Galgekumburemahaira	Alannullegedera Kiri Appuwa and Singha	0	3	24	1	82	—	—	1	82
3	127	Galgekumburemedaira	Alutgedera Ukku Naide	0	2	37	1	48	—	—	1	48
4	128	Kothalan-nile	Alannullegedera Singha	0	2	2½	1	5	—	—	1	5
5	129	Do.	Bulatwelagedera Medduma	1	0	14	2	20	—	—	2	20
6	129½	Mylagahakumbura	Ana Mana Omaru Lebbe	0	3	0	1	53	—	—	1	53
7	130	Wanayodepela	Kammale Abarana of Dodangolla	0	2	30	1	40	—	—	1	40
8	131	Tunpelamahaira	Kammale Andrishamy of ditto	1	0	8	2	12	—	—	2	12
9	132	Beddebodaira Hapugahaira	Kosgollearawe Punchirala of Elamalpota	2	0	15	4	24	—	—	4	24
10	133	Tumpela	Charles William Bibile, Rate-mahatmaya	1	1	30	2	92	—	—	2	92
11	134	Kolongahaira	Pahalagangoda Mutu Banda of Keenagahakandura	1	0	6	2	10	—	—	2	10
12	135	Mahakumbura	Ana Mana Omaru Lebbe	1	0	28	2	37	—	—	2	37
13	136	Alandugahaira	Medakumburewatte Heen Appu	1	0	30	2	41	—	—	2	41
14	137	Medaira	Tangodakade K. D. Juwanis Appuhamy	1	0	26	2	35	—	—	2	35
15	138	Kosgahamulla	Charles William Bibile, Rate-mahatmaya	1	0	37	2	49	—	—	2	49
16	117	Mahakumbura	Alannullegedera Kiri Etani	2	3	29	5	94	—	—	5	94
17	119	Helahennarangaharawa	Helagedera Kiri Meniki	0	3	32	1	93	—	—	1	93
18	120	Pahalahennarangaharawa	Bulatwelagedera Menikhamy	1	3	5	3	62	—	—	3	62
19	121	Kakurugollehelakumbura	Bulatwelagedera Kiri Etani	1	1	24	2	83	—	—	2	83
20	116	Udakumbura	Bulatwelagedera Menikhamy	1	0	22	2	30	—	—	2	30
21	118	Udakumburepahata	Wattegedera Ran Naide	0	2	22	1	29	—	—	1	29
22	122	Tennekumbura	S. P. Sellakutti of Badulla	1	0	12	2	18	—	—	2	18
23	109	Do.	Charles William Bibile, Rate-mahatmaya	0	3	20	1	78	—	—	1	78
24	110	Himbiliyagaha-arawa	Bulugahakumburegedera Rambari	0	3	0	1	53	—	—	1	53
25	111	Aswedduma	Ana Mana Omaru Lebbe	1	3	13	3	72	—	—	3	72
26	123	Hela-aswedduma	A. M. Banda, Vidane	0	3	3	1	56	—	—	1	56
27	124	Bubulepitiya-arawa	Alannullegedera Singha	0	1	36	0	96	—	—	0	96
28	112	Galuhana	Bulatwelagedera Menikhamy	0	3	3	1	56	—	—	1	56
29	113	Bubulupitiya-arawa	Alannullegedera Singha	0	2	4	1	6	—	—	1	6
30	107	Ambagahakumburekudaira and Mahaira	Helagedera Kiri Meniki	2	2	14	5	25	—	—	5	25
31	115	Mylagahakumbura	Kamatgodagedera Malaki	1	1	23	2	82	—	—	2	82
32	106	Medakumbura	Wayadenagedera Appuhamy	3	3	23	7	90	—	—	7	90
32A	106	Kirigalokumbura	Bibilekade P. D. Arlis Silva	3	3	23	7	90	—	—	7	90
32B	106	Yaka-arawa	Wayadenagedera Appuhamy	0	2	28	1	36	—	—	1	36
33	108	Kongahaira	Ruppegedera Malhamy	0	2	28	1	36	—	—	1	36
34	99	Dodangahaira	Thai Marakkan	2	0	4	4	50	—	—	4	50
34A	99	Tennekumbura	Polwattegedera Rambari	2	0	4	4	50	—	—	4	50
35	100	Bogahakumbura	Dehiwinnegedera Malhamy of Polgahawela	1	2	3	3	8	—	—	3	8
36	101	Medakumbura	Kamatgodagedera Kiri Etani	2	1	17	4	77	—	—	4	77
36A	101	Aswedduma	Alutgedera Ukku Naide	1	2	11	3	19	—	—	3	19
37	105	Bakinigaha-arawa	Kamatgodagedera Malaki	0	2	20	1	27	—	—	1	27
38	104	Ganguriyagaha-arawa	Kamatgodagedera Malaki	0	2	20	1	27	—	—	1	27
39	114	Pingan-nile alias Dodangahaira	Bogahawatte Suwanda of Medapitiya	1	0	17	2	23	—	—	2	23
40	102	Asweddumapalle-arawa	Meeyanna Maideen Bawa of Boragoda	1	3	7	3	64	—	—	3	64
41	103	Kandekumbura	Nekatwatte Ukkuhamy	1	2	9	3	15	—	—	3	15
42	94	Dodangahaira	Bulatwelagedera Menikhamy	1	0	21	2	29	—	—	2	29
43	95	Kitulgahauhana	S. P. Sellakutti of Badulla	0	1	39	0	99	—	—	0	99
44	96	Kohovilegodanile	Alutgedera Ukku	1	3	37	4	2	—	—	4	2
45	90	Kailewelakumbura, Bogahakumbura, Tennekumbura, Rilabendimulla	S. P. Sellakutti of Badulla	4	1	26	8	95	—	—	8	95
46	93	Meegahaira	Bubulewatte Kiri Banda	2	1	7	4	65	—	—	4	65
47	92	Indigahauhana	Nekatwatte Ranhamy	1	0	20	2	28	—	—	2	28
48	91	Medawe-amuna	Nagala Vihare	1	0	26	2	35	—	—	2	35
49	82	Pallegangoda-arawa	Helagedera Kiri Meniki	1	3	11	3	70	—	—	3	70
50	83	Medaira	Nekatwatte Ranhamy	1	3	14	3	73	—	—	3	73
51	84	Lolgahamadawala	D. M. Tissahamy of Linda-kumbura	2	1	15	4	75	—	—	4	75

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.	Charge for Maintenance.	Area exempted.	Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted.		Total Amount due.
								A. R. P.	Rs. c.	
52	86	Yakdessa-arawa	Ana Mana Omaru Lebbe	1 1 6	2 61	—	—	—	—	2 61
53	88	Kongahakumbura	Kapugederawatte Banda	1 1 37	3 0	—	—	—	—	3 0
54	87	Pitaha	Meeyanna Maideen Bawa and Usup Lebbe	0 2 31	1 41	—	—	—	—	1 41
55	98	Kongahakumburekudaira	Nagollegedera Mutu Banda	1 0 22	2 30	—	—	—	—	2 30
56	97	Kongahakumburekoneira	Meeyanna Maideen Bawa and Usup Lebbe	1 0 14	2 20	—	—	—	—	2 20
57	79	Dodangahakumbura	D. M. Tissahamy of Lindakumbura	1 1 21	2 80	—	—	—	—	2 80
58	57	Ambagahakumbura and Bulugahakumbura	Charles William Bibile, Rate-mahatmaya	5 3 22	11 95	—	—	—	—	11 95
59	78	Kolongahauhana	Meeyanna Maideen Bawa and Usup Lebbe	2 1 30	4 95	—	—	—	—	4 95
60	77	Bogahakumbura and Aratupelekumbura	do.	3 1 39	7 8	—	—	—	—	7 8
61	79½	Pahaladodangahakumbura	Nagollegedera Mutu Banda	1 3 4	3 60	—	—	—	—	3 60
62	76	Beddebodira and Deesiradeka	Ana Mana Omaru Lebbe	3 0 0	6 9	—	—	—	—	6 9
63	59	Udawe-amuna	John Bibile Bandara, Registrar	1 2 0	3 5	—	—	—	—	3 5
63A	59	Helaganile	Charles William Bibile, Rate-mahatmaya	1 2 0	3 5	—	—	—	—	3 5
63B	59	Medaganile	do.	1 0 0	2 3	—	—	—	—	2 3
63C	59	Pahalaganile	do.	1 2 0	3 5	—	—	—	—	3 5
63D	59	Medawe-amuna	do.	1 0 0	2 3	—	—	—	—	2 3
63E	59	Kolongahauhana	do.	0 3 0	1 53	—	—	—	—	1 53
63F	59	Tennekumbura	do.	1 2 0	3 5	—	—	—	—	3 5
63G	59	Pahala-arawa	do.	0 2 0	1 2	—	—	—	—	1 2
63H	59	Kaluhandamulleganile	do.	1 2 0	3 5	—	—	—	—	3 5
63I	59	Kalubeddebodaira	do.	2 1 0	4 57	—	—	—	—	4 57
63J	59	Kolongahauhana	Benjamin Bibile Bandara	0 2 0	1 2	—	—	—	—	1 2
63K	59	Millagahakumbura	do.	1 2 0	3 5	—	—	—	—	3 5
63L	59	Korellakumbura	do.	1 2 0	3 5	—	—	—	—	3 5
63M	59	Pallekumbura	John Bibile Bandara, Registrar	1 0 0	2 3	—	—	—	—	2 3
63N	59	Helameegahakumbura	Benjamin Bibile Bandara	1 1 0	2 54	—	—	—	—	2 54
63O	59	Pahalameegahakumbura	do.	1 1 0	2 54	—	—	—	—	2 54
63P	59	Milalagahakumburemahaira	Charles William Bibile, Rate-mahatmaya	1 2 0	3 5	—	—	—	—	3 5
63Q	59	Milalagahakumbureyaluhana	do.	0 2 0	1 2	—	—	—	—	1 2
63R	59	Pahalamilalagahakumbura	do.	1 0 0	2 3	—	—	—	—	2 3
63S	59	Helahindakumbura	John Bibile Bandara, Registrar	1 0 23	2 31	—	—	—	—	2 31
63T	59	Pahalahindakumbura	Nagala Vihare	0 3 0	1 53	—	—	—	—	1 53
63U	59	Dalukgahauhana	do.	1 3 0	3 56	—	—	—	—	3 56
64	74	Beddebodira and Kapugedera-arawa	John Bibile Bandara	2 1 38	5 4	—	—	—	—	5 4
65	73	Kandetiara	Ana Mana Omaru Lebbe	1 0 8	2 12	—	—	—	—	2 12
66	72	Gederakumburepitaha	Upasakegedera Banda	0 3 27	1 86	—	—	—	—	1 86
67	71	Gederakumbura	Ditto Bandara Menika	1 3 16	3 75	—	—	—	—	3 75
68	70	Mahakumbura	D. M. Tissahamy and Banda of Lindakumbura	1 3 11	3 70	—	—	—	—	3 70
69	65	Helawadigahakumbura	Waddigahakumburewatte Ukku Banda	1 2 1	3 6	—	—	—	—	3 6
70	66	Pahalawadigahakumbura	Gamagedera Heen Banda of Yakunnawa	1 3 36	4 1	—	—	—	—	4 1
71	69	Godairepahala	Wayadanagedera Appuhamy	1 0 15	2 21	—	—	—	—	2 21
		Do.	M. P. Fernando.	1 0 15	2 21	—	—	—	—	2 21
72	67	Agalekumbura	Moragahawetiyagedera Heen Appu	3 2 12	7 26	—	—	—	—	7 26
73	68	Kapugedera-arawa	Kapugedera Banda, Vel-Vidane	1 2 5	3 11	—	—	—	—	3 11
74	55	Kadiradenawela	Charles William Bibile, Rate-mahatmaya	23 1 14	47 37	—	—	—	—	47 37
75	56	Duramulla	Ana Mana Omaru Lebbe	5 2 33	11 58	—	—	—	—	11 58
76	56½									
77	49	Medawe-amuna	Kotasarapujarigala Vihare	1 3 29	3 91	—	—	—	—	3 91
78	48	Pitamulla	Prabawatti Galagoda Kumarihamy and Leelawathe Ranugalle Menike	19 2 38	40 6	—	—	—	—	40 6
79	47	Pallewela	Heirs of C. Chinniah	18 3 12	38 22	—	—	—	—	38 22
80	46	Helawela	Karunaratne Banda of Bibile, Heen Baby Karagahawela, and Loku Baby Reedimaliyadda of Alutnuwara	39 1 10	79 81	—	—	—	—	79 81
81	50	Madugapitiya	Heirs of C. Chinniah	2 1 18	4 78	—	—	—	—	4 78
82	45	Kolonlandewela	Potubandana Vihare	6 2 26	13 52	—	—	—	—	13 52
83	42	Pallewelaganile	Sobananda Bakmigahawela Kumarihamy	4 0 28	8 46	—	—	—	—	8 46
84	44	Harakdurakumbura	Wetiya Vihare	1 1 22	2 81	—	—	—	—	2 81
85	43	Beddebodira	Heirs of C. Chinniah	1 1 4	2 58	—	—	—	—	2 58
86	29	Egoda-arawewelanganaira	Egodarawegedera Appuhamy	1 2 21	3 31	—	—	—	—	3 31
87	30	Egoda-arawemedakumbura	Ganilewatte Kira Banda	1 1 30	2 92	—	—	—	—	2 92

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.	Charge for Maintenance.	Area exempted.	Amount ex-empted.		No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.	
							A. R. P.	Rs. c.			Rs. c.
17..	160	..Mahaira	.. Galbokkegedera Ukkuhamy	1 1 23..	2 82..	—	—	—	—	2 82	
18..	159	..Tunpelaira	.. Aranolis Appu of Ekiriyankumbura	0 3 9..	1 63..	—	—	—	—	1 63	
19..	161	..Mahaira	.. Dambagalgedera Kiri Appuwa and Menikhamy	1 0 16..	2 22..	—	—	—	—	2 22	
20..	157	..Tunpelaira and Dodangahairakudaira	.. Aranolis Appu of Ekiriyankumbura	1 2 23..	3 33..	—	—	—	—	3 33	
21..	158	..Dodangahairamahaira	.. BethmeGEDera Tissahamy	1 0 20..	2 28..	—	—	—	—	2 28	
22..		..Keenagaha-arawa	.. Aranolis Appu of Ekiriyankumbura	1 0 0..	2 3..	—	—	—	—	2 3	
23..		162	..Paragahamulla	.. do.	1 2 1..	3 6..	—	—	—	—	3 6
24..		165	..Elamandiyaswedduma	.. do.	2 2 23..	5 36..	—	—	—	—	5 36
25..	164	..Aswedduma	.. do.	1 2 2..	3 7..	—	—	—	—	3 7	
Preliminary plan 124.											
26..	5	..Polgahanhana	.. BethmeGEDera Hudu Banda	1 1 30..	2 92..	—	—	—	—	2 92	
27..	5	..Etawetunutonna	.. M. A. Pieris of Lunugala	1 1 10..	2 67..	—	—	—	—	2 67	
28..	7	..Damunugahakumbura	.. Udawatte R. A. M. Gamandi	1 2 3..	3 8..	—	—	—	—	3 8	
29..	8	..Pahamedakumbura	.. Moragaha-elle A. M. Sudu Kuma	1 2 13..	3 21..	—	—	—	—	3 21	
30..	8	..Helamedakumbura	.. Ditto Gamandi of Alakolagolla	1 0 0..	2 3..	—	—	—	—	2 3	
31..	8	..Beddabodira	.. do.	2 0 36..	4 51..	—	—	—	—	4 51	
32..	8	..Alandugahaira	.. J. M. Tissahamy, Arachchi	5 3 34..	12 10..	—	—	—	—	12 10	
33..	8	..Bogahakumbura	.. Attanagolgedera Ukku Banda	1 2 23..	3 33..	—	—	—	—	3 33	
34..	8	..Kosgahakumbura	.. Moragaha-elle Gamandi of Alakolagolla	2 2 35..	5 52..	—	—	—	—	5 52	
35..	8 & 10..	..Poluattearawa	.. Udawatte R. A. M. Gamandi	1 0 32..	2 43..	—	—	—	—	2 43	
36..	5 & 10..	..Mahakumbura	(1) Keenagahakandure Heen Banda	0 3 0..	1 53..	—	—	—	—	1 53	
37..			(2) Coranelis Silva	0 3 0..	1 53..	—	—	—	—	—	1 53
38..			(3) Udawatte R. A. M. Gamandi	0 1 14..	0 68..	—	—	—	—	—	0 68
39..	5	..Medakumbura	.. Moragaha-elle Gamandi of Alakolagolla	0 2 14..	1 19..	—	—	—	—	1 19	
40..	4	..Mahakumbura	.. S. P. A. Sellakutti of Badulla	1 2 13..	3 21..	—	—	—	—	3 21	
41..	6	..Do.	.. Ana Ibrahim	1 2 37..	3 51..	—	—	—	—	3 51	
42..	6	..Alakoladeniya	.. Awamma of Boragoda	1 0 18..	2 24..	—	—	—	—	2 24	
43..	6	..Moragahakumbura	.. S. P. A. Sellakutti of Badulla	0 3 23..	1 81..	—	—	—	—	1 81	
44..	2 & 9..	..Timbirigahakumbura	.. do.	0 2 35..	1 46..	—	—	—	—	1 46	
Preliminary plan 123.											
45..	4	..Mulla	.. Kotagamagedera Vibussana	0 1 12..	0 66..	—	—	—	—	0 66	
46..	4	..Mahakumbura	.. Kinnarabowa Vihare	0 3 25..	1 84..	—	—	—	—	1 84	
47..	4	..Do.	.. do.	0 2 36..	1 47..	—	—	—	—	1 47	
48..	4	..Mahaliyadda	.. Kotagamagedera Vibussana	0 2 37..	1 48..	—	—	—	—	1 48	
49..	8	..Nelameegahakumbura	.. S. P. A. Sellakutti of Badulla	1 1 38..	3 1..	—	—	—	—	3 1	
50..	8	..Pahalameegahakumbura	.. Awamma of Boragoda	1 1 0..	2 54..	—	—	—	—	2 54	
51..	8	..Dehigahakumbura	.. S. P. A. Sellakutti	2 3 13..	5 75..	—	—	—	—	5 75	
52..	8	..Tennekumbura	.. Potubandana Vihare	2 2 8..	5 17..	—	—	—	—	5 17	
53..	8	..Jiulgahakumburekudaira	.. Pinwatte C. Gunawardena	0 3 36..	1 98..	—	—	—	—	1 98	
54..	8	..Galaganira	.. do.	0 3 26..	1 85..	—	—	—	—	1 85	
55..	8	..Jiulgahakumbura	.. BethmeGEDera Appuhamy	1 1 3..	2 57..	—	—	—	—	2 57	
56..	8	..Kohombagahaira	.. Attanagolle Mutu Menika of Patti-pola	2 3 28..	5 93..	—	—	—	—	5 93	
57..	8	..Keula	.. Pinwatte C. Gunawardena	5 0 23..	10 43..	—	—	—	—	10 43	
58..	8	..Galahitiyawa	.. Awamma of Boragoda	3 1 5..	6 66..	—	—	—	—	6 66	
59..	2 & 6..	..Kohombagahapitiya	.. Attanagolle Mutu Menika of Patti-pola	1 2 22..	3 32..	—	—	—	—	3 32	
60..	8	..Duranile	.. S. P. A. Sellakutti of Badulla	1 2 20..	3 30..	—	—	—	—	3 30	
61..	8	..Narangahauhana	.. Pinwatte C. Gunawardena	0 3 15..	1 71..	—	—	—	—	1 71	
62..	7 & 7A..	..Bogaha-arawa	.. BethmeGEDera Kalu Banda	1 3 32..	3 96..	—	—	—	—	3 96	
63..	8	..Helakosgahakumbura	.. Coranelis Silva	1 1 10..	2 67..	—	—	—	—	2 67	
64..	8	..Pahalakosgahakumbura	.. BethmeGEDera Appuhamy	1 1 31..	2 93..	—	—	—	—	2 93	
65..	8	..Hulapeelekumbura	.. Coranelis Silva	1 0 7..	2 11..	—	—	—	—	2 11	
66..	8	..Pahalapeelekumbura	.. Kinnarabowe Sudu Bandara Menika	0 2 37..	1 48..	—	—	—	—	1 48	
67..	2R	..Duranileasweduma	.. Wegahawatte Mutu Banda	1 0 30..	2 41..	—	—	—	—	2 41	
Final village plan 124.											
68..	6*	..Karandagahakumbura	.. Udawatte R. A. M. Gamandi	0 3 29..	1 88..	—	—	—	—	1 88	
69..	8	..Do.	.. do.	0 3 15..	1 71..	—	—	—	—	1 71	
70..	4†	..Etawetunutenna	.. M. A. Pieris of Lunugalla	1 2 23..	3 33..	—	—	—	—	3 33	
Crown Lands, Leased.											
71..	21	..Peelepitiya	.. BethmeGEDera A. M. Ukku Banda	0 1 11..	0 65..	—	—	—	—	0 65	
72..	22	..Do.	.. do.	0 2 6..	1 9..	—	—	—	—	1 9	
					121 3 34	243 17			243 17		

SUMMARY.

		Extent.		Amount Recoverable.
		A. R. P.	Rs. c.	Rs. c.
Total private lands		119 0 7		241 43
Crown lands, leased		0 3 17		1 74
(a) Land bought in by the Crown for default of payment of water-rate (lot under serial No. 1)		2 0 10		—
		121 3 34		243 17

* T. P. 167,021.

† T. P. 167,020.

Badulla Kachcheri,
September 16, 1921.R. N. THAINÉ,
Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on October 15, 1921, at 8-30 a.m., in accordance with Notice dated October 11, 1921.

Present :—Mr. C. S. Vaughan, Chairman; Mr. J. C. Ratwatte; Mr. L. H. S. Pieris; Dr. J. W. S. Attygalle; Mr. George E. de Silva; Dr. C. de Vos; Mr. A. Vallipuram; Dr. G. P. Hay; Mr. P. M. Bingham

1. The Minutes of Proceedings of the Meeting held on September 17, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Statement of receipts and disbursements from close of 1920 to September 30, 1921, on account of the Municipal Fund.
- (b) Progress report of works brought up to the same date.
- (c) Health Officer's report for September.
- (d) Statement of cases instituted by the several Inspectors, and of work done by the Municipal Magistrate during the month of September.
- (e) The reservoir readings for September.

Resolved that the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 83 of "The Municipal Councils Ordinance, No. 6 of 1910," be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table :—Reports by the several Inspector on laundries, bakeries, dairies, standpipes, and house service taps inspected during September.

4. Correspondence : (1) Letter No. 4 of July 14, 1921, from the Hon. the Colonial Secretary to Chairman, Board of Improvement Commissioners, regarding the question of financing the Back lane Scheme and the scheme for the construction of model tenements.

The Chairman moved that application be made by the Council for a loan of Rs. 75,000 for the construction of model tenements. Dr. Attygalle seconded.—Carried.

(2) Letter No. 70 of August 24, 1921, from the Executive Engineer, Board of Improvement Commissioners, submitting for approval alternative design for model dwellings.—Resolved that the alternative design be approved.

(3) Government petition No. 1,426 of 1921 *re* granting permission to beg in the town of Kandy.—It was agreed that the recommendation of the Inspector-General of Police be adopted.

(4) Letter of September 22, 1921, from the Honorary Secretary, Kandy Law Library, applying for a subsidy for the maintenance of the library.—It was agreed that the application be considered with the resolution standing in the name of Mr. de Silva, that a subsidy be granted for the maintenance of the Kandy Law Library.

5. Pursuant to notice, Mr. de Silva asked: (1) How many carts are allotted to Katugastota for scavenging? (2) Is scavenging and sweeping of Katugastota done daily? (3) Is the Chairman satisfied that the work is satisfactorily done? (4) Is the night soil removed daily? (5) How many carts and coolies are allotted to this work? (6) How many latrines serve the various buildings in the main road? (7) If the number is inadequate, has there been any report from the Sanitary Inspectors? (8) If so, will the Chairman table them for our information? (9) Have the landlords been noticed to that effect? (10) Is the latrine considered sufficient now for those at Katugastota? (11) If not, will the Chairman instruct that the tenements be supplied adequately? (12) In view of the fact that a suitable piece of land is offered to the Council, will a public latrine at Council's expense be built on it?

Regarding the Improvements to Ward Street.

(1) Is the Chairman aware that a portion of the pavement has sunk near the Kandy Club? (2) Who is responsible for this work? (3) Will the Chairman call upon the officer responsible to rectify the damage without further expense to the Council? (4) Will the Chairman, in view of this, consider the necessity to give such work on contract in future?

Re-construction of the New Granary.

(1) How came it that one Vythalingam was given the contract? (2) How many tenders were received? (3) Is it not a fact that almost all the works done by the Works Department is given to this man?

(1) Do the Inspectors keep diaries recording their work daily, if not, why? (2) Does the Superintendent and Assistant Superintendent of Works do so, if not, why? (3) Will the Chairman instruct that this be done? (4) When will the market latrine be opened? (5) Why are lamps that were decided to be erected along Lewella road was not constructed as yet?

The Chairman replied as follows :—I understand that this set of questions refers to Katugastota bazaar beyond the bridge. (1) 2 carts; (2) yes; (3) yes, as there have been no complaints by the public or the officers of the Health Department; (4) yes; (5) 1 cart and 1 cooly for night conservancy work, 1 cooly for day work at private houses and at the public latrine. As regards Nos. 6, 7, 9, the Medical Officer of Health reports: (6) number of latrines in the main road is 49, excluding the public latrines and Horbury latrines of 5 compartments each, and the number of tenements is 198; (7) where the latrine accommodation is found inadequate steps are being taken to remedy this. Reports have been made from time to time by the Sanitary Inspectors; (8) yes; (9) notices are being served on landlords to construct new latrines when they are found to be inadequate; (10), (11), I am unable to reply to these as I do not know which latrine is referred to; (12) no such offer has been received.

Ward street.

(1) I am aware that about a dozen of the slabs sank, and they have since been adjusted; (2) the work was executed by the Superintendent of Works; (3), (4), these will be considered by the Standing Committee on Municipal Works. The work of adjustment cost Rs. 4.

New Granary.

(1) Tenders were called for and the tender of Vythalingam was the lowest, and was accepted; (2) 3; (3) it is true that Vythalingam has done most of the work given out on contract by the Council during the last 15 years, and there have been no complaints about his work.

Miscellaneous.

(1) Yes; (2) the answer to the first part is in the negative, as regards the second part and the next question, I will consult the Standing Committee on Works; (4) it is expected that it will be opened for use on November 1, 1921; (5) the Estimates were passed on April 16, 1921. Steps were taken at once to obtain the lamps from India, but they were not received till September 13. On the receipt of the lamps the posts were put in hand, and it is expected the lamps will be erected early next month.

6. Pursuant to notice, Dr. Attygalle moved—That a Special Committee be appointed to inquire generally into the working of the various departments with a view to re-organization of the same as will ensure retrenchment coupled with greater efficiency. Mr. Pieris seconded.—Carried.

The following Special Committee was appointed:—Dr. Attygalle, Mr. Pieris, Dr. Hay, Mr. Bingham, and the Chairman.

7. The following resolution which stood in the name of Mr. de Silva was withdrawn with the leave of the Council:—“In consideration of the present state of the town and the scavenging now done, that the scavenging of the town be done by the Medical Officer of Health and his Department, and that steps be taken to recognize the Health Department and place it on a better footing, and that an extra officer be appointed, if necessary, to help the Medical Officer of Health in the discharge of that duty.”—It was agreed at Mr. de Silva's request that he be added as a Member of the Special Committee appointed in terms of resolution 6 proposed by Dr. Attygalle.

8. Pursuant to notice, Dr. Attygalle moved: That this Council do present an address of welcome to His Royal Highness the Prince of Wales on his arrival in Kandy. Mr. George E. de Silva seconded.—Carried.

9. Pursuant to notice, Mr. de Silva was to have moved: That steps be taken to acquire or lease the field adjoining the Kutugastota Police Station to be converted for a playground. On the Chairman's suggestion Mr. de Silva moved the following amendment:—That steps be taken to acquire land for a playground at Katugastota. Dr. Attygalle seconded.—Carried.

It was also resolved that the Superintendent of Works be asked to report on suitable land available for the purpose at Katugastota.

10. Pursuant to notice, Mr. de Silva moved: That the General Manager of Ceylon Government Railway be asked to open a level crossing opposite the Kandy Police Station. On the Chairman's suggestion it was agreed that the matter lie over, pending the submission of a sketch by the Superintendent of Works.

11. Pursuant to notice, Mr. de Silva moved: That a sum of Rs. 250 be granted by this Council as a subsidy for the maintenance and upkeep of the Kandy Law Library. The motion fell through for want of a seconder.

With reference to the letter of September 22, 1921, from the Honorary Secretary, Kandy Law Library, applying for a subsidy, it was resolved that he be informed that the Council is unable to grant his request in the absence of any provision in the Municipal Councils Ordinance to make such a payment.

12. Pursuant to notice, Mr. de Silva moved: That the Council do supply the Free Town Library, Kandy, with the following Sinhalese newspapers, to wit:—The Dinamina, Lakmina, and Sinhala Jathiya. Mr. Pieris seconded. Dr. Attygalle opposed the motion. The motion was put to the Meeting and lost by 7 to 2.

Ayes.—Mr. de Silva and Mr. Pieris. *Noes.*—Dr. Attygalle, Mr. J. C. Ratwatte, Dr. C. de Vos, Mr. A. Vallipuram, Dr. Hay, Mr. P. M. Bingham, and the Chairman.

13. Papers *re* temporary increase of salaries and pensions to Municipal officers and pensioners.—Dr. Attygalle moved that the temporary increases be granted for another year. Mr. Ratwatte seconded. On the Chairman's proposal it was resolved that the payment of the temporary increases continue for the year 1921, and that payment for 1922 be considered with the Budget for 1922.

14. Papers *re* notice to dealers in rice and other grains within the Municipality of Kandy that the regulations defining the conditions under which grain may be stored will be in enforced from and after March 1, 1922.—Resolved that papers be circulated, and the matter brought up at the next Meeting of Council.

15. To obtain a vote of Rs. 5,084.58, the contribution from the Municipal Council towards the cost of maintenance of the staff of the Board of Improvement Commissioners, Kandy, up to September 30, 1921.—Resolved that the amount be voted.

16. Recommendations of Standing Committees:—

Finance and Assessment.

(1) That a temporary peon on cents 75 a day be employed till the end of 1921 in connection with the work of revising the assessment of the town.

(2) That a vote of Rs. 44.30 for the Telephone Installation, on account of the enhanced rental, be taken.

(3) That payment of Rs. 25.50, cart hire paid by Distraing Officer for seizure and removal of goods seized, be sanctioned.

(4) That payment of Rs. 96.18, for translation of by-laws relating to leave, be sanctioned.

Municipal Works.

(5) That the estimate of Rs. 225, for cutting down vegetation in the Meda-ela and its main tributaries, be passed.

(6) That the following applications for water service be allowed on usual terms:—No. 47, Colombo street, V. Muttiah; Nos. 34 and 35, Colombo street, C. W. de Mel.—Resolved that the recommendations be adopted.

(7) That the captured German gun be placed in Wace park.—Resolved that tenders be called for a building of Kandyan design to house the gun in Wace park.

Confirmed this 19th day of November, 1921:

C. S. VAUGHAN,
Chairman, Municipal Council, Kandy.

Statement of Receipts and Disbursements, January 1 to October 31, 1921.

REVENUE.	Estimated Revenue for 1921.		Actual Receipts, Jan. 1 to Oct. 31, 1921.		EXPENDITURE.	Estimated Expenditure for 1921.		Actual Disbursements, Jan. 1 to Oct. 31, 1921.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Consolidated rate	108,000	0	97,704	73	Secretariat	37,445	31	32,377	57
Taxes	25,810	0	26,422	80	Health Department	101,370	18	65,950	51
Tolls	26,895	0	26,208	33	Works Department	66,285	84	76,702	83
Licenses and stamp duties—					Public market	5,786	0	5,209	18
(a) Licenses	3,650	0	4,152	50	Slaughter-house	2,744	0	2,045	83
(b) Stamp duties	12,150	0	5,430	0	Cemetery	1,500	0	1,230	29
Public market rents	38,450	0	36,766	71	Municipal Court	1,570	57	1,139	57
Slaughter-house fees	9,661	0	7,863	37	Municipal school	2,112	0	1,465	23
Conservancy fees	22,450	0	19,878	13	Government loans	6,561	50	3,280	75
Judicial fines	1,600	0	3,285	99	Pensions	1,943	51	1,889	0
Water service	10,200	0	14,010	30	Miscellaneous services—				
Miscellaneous receipts	47,675	0	32,283	82	(a) Police	30,000	0	30,000	0
Total Revenue	306,541	0	274,007	70	(b) Street lighting	28,245	0	23,208	77
Deposits	—	—	792	34	(c) Miscellaneous	24,920	0	25,128	14
Advances	—	—	37,044	22	Total Expenditure	310,483	91	269,627	67
Stall rent securities	—	—	1,315	0	Deposits	—	—	1,205	87
Sundry securities	—	—	722	10	Advances	—	—	40,587	28
Municipal Court fines, awards	—	—	1,707	25	Stall rent securities	—	—	1,248	0
Lettering vehicles, fees	—	—	145	0	Sundry securities	—	—	4,296	0
Cheques returned by bank, uncashed	—	—	1,269	4	Municipal Court fines, awards	—	—	1,882	25
Municipal stores	—	—	21,553	31	Lettering vehicles, fees	—	—	145	0
Library deposits	—	—	421	0	Cheques returned by bank, uncashed	—	—	1,252	14
					Municipal stores	—	—	20,906	95
					Petty cash imprest	—	—	500	0
					Library deposits	—	—	312	0
Total Receipts	338,976	96	338,976	96	Total Disbursements	341,963	16	341,963	16
Cash balance on January 1, 1921	—	—	99,630	60	Cash balance on October 31, 1921	—	—	96,644	40
Grand Total	438,607	56	438,607	56	Grand Total	438,607	56	438,607	56

Kandy, November 15, 1921.

Balance Sheet, October 31, 1921.

M. C. ABDUL JAWAD, for Accountant.

LIABILITIES.	Amount.		Total.	ASSETS.	Amount.		Total.
	Rs.	c.			Rs.	c.	
Deposits on account of—				Cash in Mercantile Bank—			
Stall rent securities	3,042	0		Fixed deposit	33,170	0	
Sundry securities	1,080	10		Current account	40,474	40	
Library deposits	179	50					76,644 40
Miscellaneous deposits	605	87	4,907 47	Cash in National Bank—			
Surplus:—				Fixed deposit	20,000	0	96,644 40
Surplus from 1920	96,474	84		Advances on account of—			
Add revenue, January 1 to October 31, 1921	274,007	70		Wages of coolies	2,311	50	
	370,482	54		Supply of rice	1,539	23	
Less expenditure, January 1 to October 31, 1921	269,627	67	100,854 87	Miscellaneous	29	28	3,880 1
Recovery of material supplied	—	—	262 90	Petty cash imprest	—	—	500 0
				Municipal stores	—	—	5,000 83
Total	106,025	24		Total	106,025	24	

Kandy, November 15, 1921.

M. C. ABDUL JAWAD, for Accountant.

TRADE MARKS NOTICES.

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. 1,884.
- (2) Date of Receipt: September 29, 1920.
- (3) Applicant (Proprietor of the Trade Mark): ABRAHAM BALINKY, 105, West 40th street, New York City, New York State, United States of America; Manufacturer.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Six.

- (6) Goods: Embroidering machines.
- (7) Mark:



No claim is made to the exclusive use of the word "MARVEL," except when associated with the device in the above trade mark.

Registrar-General's Office. G. F. FORREST,
Colomb, November 30, 1921. Acting Registrar-General.

IN compliance with the provisions "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. 2,570.
- (2) Date of Receipt: November 11, 1921.
- (3) Applicant (Proprietor of the Trade Mark): HAIG & HAIG, LIMITED (a Company duly incorporated under the laws of England), No. 57, Southwark street, London, S. E., England, and Glasgow, Scotland; Distillers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Forty-three.
- (6) Goods: Scotch Whisky.

(7) Mark:



No claim is made to the exclusive use of the words "Five Stars" or of the device of Five Stars.

Registrar-General's Office, G. F. FORREST,
Colombo, November 30, 1921. Acting Registrar-General.

LOCAL BOARD NOTICES.

Notice of Sale, Local Board, Nawalapitiya.

NOTICE is hereby given that the houses, &c., at Nawalapitiya, mentioned in the annexed schedule, having been seized for non-payment of Local Board, water-rate, and police taxes, Nawalapitiya, for the 1st quarter, 1921, will be sold by public auction on December 19, 1921, at 8 A.M., on the spot at Nawalapitiya, in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale, are duly paid.

Further particulars can be obtained from the Local Board Office, Nawalapitiya.

Kandy Kachcheri, C. C. WOOLLEY,
November 28, 1921. — for Government Agent.

SCHEDULE.

Kotmale street, Nos. 1, 2, 3, 8, 9, 169; Ambagamuwa street, Nos. 5, 44, 50, 51, 100, 113, 114, 115, 131; Dolosbage road, Nos. 65, 68, 71, 73, 81, 81A, 82, 83, 84, 85, 86, 87, 88, 88A, 89, 89A, 90, 91, 92, 93, 94, 95, 97, 97A, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 107A, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 117A; Gampola road; Nos. 72, 98; Hill road, Nos. 2, 20, 21, 34; Penitudumulla, Nos. 14, 15, 26, 28, 40, 46; Baily road, Nos. 9, 10, 19; Kotmale street, Nos. 114, 115, 116, 117, 118, 119, 122, 123, 124, 125, 126, 127, 128, 129, 133, 134, 135, 136, 137, 138, 139.

Commutation Tax, 1922, Local Board, Batticaloa.

NOTICE is hereby given to persons residing within the limits of the Local Board of Batticaloa that the Board, acting under the provisions of section 35 of "The Local Boards Ordinances, 1898, 1901, and 1905," has resolved that on account of the year 1922 a tax payable in six days' labour be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Re. 1.50 on or before March 31, 1922.

Local Board Office, C. V. BRAYNE,
Batticaloa, November 25, 1921. Chairman.

Local Board Assessment Rate, Batticaloa.

IT is hereby notified that the Local Board of Health and Improvement of Batticaloa has, in terms of section 30 of "The Local Boards Ordinances, 1898, 1901, and 1905," made and assessed for the year 1922, over and above the sum necessary for the maintenance of the Police for the said town, a rate of 5 per centum on the annual value of all houses and buildings of any description and of all lands and tenements whatsoever within the limits of the Local Board of Batticaloa, subject to the provisions of the above-said section.

Local Board Office, C. V. BRAYNE,
Batticaloa, November 25, 1921. Chairman.

Tax on Bicycles, 1922, Local Board, Batticaloa.

NOTICE is hereby given to persons residing within the limits of the Local Board of Batticaloa, that the Board, acting under the provisions of section 36 of "The Local Boards Ordinances, 1898, 1901, and 1905," has resolved that an annual tax be imposed for the year 1922 on all bicycles kept or used within the town, for which such Board is constituted at the rate of Re. 1 each.

The said tax is payable half-yearly in advance on April 1 and September 1, 1922.

Local Board Office, C. V. BRAYNE,
Batticaloa, November 25, 1921. Chairman.

Water-rate, 1922, Local Board, Batticaloa.

IT is hereby notified that the Local Board of Health and Improvement of the town of Batticaloa has, in terms of section 44 of "The Local Boards Ordinances, 1898, 1901, and 1905," made and assessed for the year 1922 a water-rate of 6 per centum on the annual value of all houses and buildings of any description and of all lands and tenements whatsoever within the limits of the Local Board of Batticaloa, with the exception of the premises within the following villages:—

Amirtakali, Maddikkali, Urani, Tandavenveli, Kulavadi, and Veddukkadu.

Local Board Office, C. V. BRAYNE,
Batticaloa, November 25, 1921. Chairman.

Animals and Vehicles Taxes, 1922, Local Board, Batticaloa.

NOTICE is hereby given to persons residing within the limits of the Local Board of Batticaloa that the Board, acting under the provisions of section 36 of "The Local Boards Ordinances, 1898, 1901, and 1905," has resolved that an annual tax be imposed for the year 1922 on all carriages, carts, hackeries, horses, ponies, mules, bullocks, and asses kept or used within the town for which such Board is constituted at the rate specified in the schedule hereunto annexed:—

	Rs. c.
For every carriage ..	2 50
For every cart or hackery ..	1 0
For every horse, pony, or mule ..	1 25
For every bullock or ass ..	0 25

Provided, however, that such tax shall not be payable in respect of carts and carriages licensed under Ordinance No. 4 of 1916 or in respect of the animals used in such vehicles.

The tax is payable half-yearly in advance on April 1 and September 1, 1922.

Local Board Office, C. V. BRAYNE,
Batticaloa, November 25, 1921. Chairman.

ROAD COMMITTEE NOTICES.

Sale of Ferry Rent.

NOTICE is hereby given that the Chairman of the Provincial Road Committee for the Western Province will receive tenders at the Colombo Kachcheri at 12 noon on December 15, 1921, for the purchase of the under-mentioned ferry rent of the Western Province from January 1 to December 31, 1922.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash, and, should the offer be accepted by the Chairman, to furnish approved security for one-half of the purchase amount or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Chairman's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Committee's Proctor for examining and giving his opinion of the title deeds of properties tendered by him as security and for examining and for settling the security bond, and the fees charged by the Committee's Proctor for examining documents and drawing the security bond, the expenses of appraising the properties, and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909, as amended by Ordinance No. 16 of 1917.

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

The Chairman reserves to himself the right, without question, of rejecting any or all tenders.

Further information can be obtained on application to the Chairman, Provincial Road Committee, Colombo.

Kabutarra District.

Toll at the Naragala Ferry.

Provincial Road Committee, E. B. ALEXANDER,
Colombo, November 28, 1921. Chairman.

Aloowihare-Dullewa Gap Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee will be held on Wednesday, December 14, 1921, at 9.30 A.M., at the Beredewella Office.

Business.

1. To elect Mr. J. M. MacEwen as a member of the Local Committee, and as the Acting Chairman in place of Mr. Harold Vickers.

2. Read and confirm Minutes of the last meeting.

3. Prepare estimates for the financial year 1921-1922.

Provincial Road Committee, C. S. VAUGHAN,
Kandy, November 26, 1921. Chairman.

Election of Members, District Committee, Trincomalee.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European,

Burgher, or native member of the District Committee of Trincomalee for 1922, 1923, and 1924, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Eastern Province at least 10 days before the day of election. The election will be held on Monday, December 19, 1921, at 1 P.M., at the Trincomalee Kachcheri.

S. R. MUTTUKUMARU,
Provincial Road Committee, Secretary.
Batticaloa, November 23, 1921.

Yattattawala-Yattagoda Estate Cart Road.

IN terms of section 14 of the Estate Roads Ordinance, No. 12 of 1902, I hereby give notice of my intention to hold a General Meeting of the proprietors or the resident managers of the estates interested in the Yattattawala-Yattagoda estate cart road, in the District of Kegalla, Province of Sabaragamuwa, for the purpose of electing a Local Committee, which shall consist of not less than two nor more than five members to perform the duties imposed upon such Committee by the said Ordinance for the next two years.

The General Meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

The meeting will be held at the bungalow on "Orange Grove estate," Helamada, on December 17, 1921, at 3 P.M.

Provincial Road Committee, R. H. BASSETT,
Ratnapura, November 18, 1921. for Chairman.

District Road Committee, Ratnapura.

REFERRING to the notice dated October 4, 1921, and published in the *Government Gazette* No. 7,216 of October 7, 1921, notice is hereby given that the following gentlemen, namely, Messrs. H. F. Pearson and J. Van Denberg have been appointed to serve as European and Burgher members, respectively, on the District Road Committee, Ratnapura, for the years 1922, 1923, and 1924.

Provincial Road Committee, R. H. BASSETT,
Ratnapura, November 24, 1921. for Chairman.

District Road Committee, Ratnapura.

REFERRING to the notice dated October 4, 1921, and published in the *Government Gazette* No. 7,216 of October 7, 1921, notice is hereby given that Mr. W. E. Peiris has been elected as member of the District Road Committee, Ratnapura, to represent the native community for the years 1922, 1923, and 1924.

Provincial Road Committee, R. H. BASSETT,
Ratnapura, November 24, 1921. for Chairman.