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Part I.—General.

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APPOINTMENTS, &c., BY THE GOVERNOR.

No. 433 of 1920.

HIS EXCELLENCY THE GOVERNOR, with the approval of the SECRETARY OF STATE FOR THE COLONIES, has been pleased to appoint Mr. G. W. J. PRAAT, Superintendent, Telegraph and Telephone Traffic, to be Assistant Postmaster-General, *vice* Mr. JOHN FOX, retired; with effect from December 6, 1920.

By His Excellency’s command,

Colonial Secretary’s Office, GRAEME THOMSON,
Colombo, November 15, 1920. Colonial Secretary.

No. 434 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased, subject to the approval of the SECRETARY OF STATE FOR THE COLONIES, to appoint Mr. A. G. TILLEKERATNE to be Superintendent of Telegraph and Telephone Traffic, *vice* Mr. G. W. J. PRAAT, with effect from December 6, 1920.

By His Excellency’s command,

Colonial Secretary’s Office, GRAEME THOMSON,
Colombo, November 15, 1920. Colonial Secretary.

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No. 435 of 1920.

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

Mr. H. A. BURDEN to act, in addition to his own duties, as Principal Collector of Customs, Superintendent of Wrecks for the Island, Receiver of Wrecks for the Western Province, and Examiner under section 3 (2) of Ordinance No. 3 of 1888 for the purpose of issuing certificates of competency as masters or mates of coastwise ships registered in this Island; Chairman of the Colombo Port Commission and of the Plague Committee; and to be a Director of the Ceylon Savings Bank and a Manager of the Association of Public Officers of the Crown in Ceylon for the purposes of Mutual Guarantee, with effect from November 26, 1920, until December 2, 1920, or until further orders.

Mr. R. N. THAINE to act as Principal Collector of Customs, Superintendent of Wrecks for the Island, Receiver of Wrecks for the Western Province, and Examiner under section 3 (2) of Ordinance No. 3 of 1888 for the purpose of issuing certificates of competency as masters or mates of coastwise ships registered in this Island; Chairman of the Colombo Port Commission and of the Plague Committee; and to be a Director of the Ceylon Savings Bank and a Manager of the Association

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of Public Officers of the Crown in Ceylon for the purposes of Mutual Guarantee, with effect from December 3, 1920, until further orders.

Mr. H. W. CODRINGTON to act, in addition to his own duties, as Government Agent and Fiscal for the Province of Uva; Superintendent of the Prison at Badulla; Additional District Judge, Badulla; Additional Police Magistrate for the judicial division of Badulla-Haldumulla; Local Authority under the Petroleum Ordinance; and Member of the Board of Health for the Province of Uva, with effect from December 1, 1920, during the employment of Mr. THAINE on other duty, or until further orders.

Mr. A. N. STRONG to the office of Landing Surveyor, Customs, Colombo, with effect from November 23, 1920, until further orders.

Mr. D. C. DE SILVA to act as Office Assistant to the Assistant Government Agent, Matale, with effect from December 1, 1920, until further orders.

Mr. D. H. BALFOUR to be, in addition to his own duties, Additional District Judge, Galle, for three months from December 3, 1920, or until further orders.

Mr. D. F. C. DYSON to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kurunegala.

Mr. O. T. NETTELTON to be a Member of the Provincial Road Committee, Central Province, for the period ending December 31, 1920.

Mr. O. T. NETTELTON to be a Member of the District Road Committee, Kandy, for the period ending December 31, 1921.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, December 2, 1920. Colonial Secretary.

No. 436 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to post Temporary Captain REGINALD GATEHOUSE to the Ceylon Planters' Rifle Corps Reserve, with effect from November 23, 1920.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, November 29, 1920. Colonial Secretary.

No. 437 of 1920.

IT is notified for information that Lieutenant GEORGE DOUGLAS HAMILTON ALSTON's resignation of his Commission in the Ceylon Planters' Rifle Corps has been accepted by HIS EXCELLENCY THE GOVERNOR.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, November 29, 1920. Colonial Secretary.

No. 438 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to post Lieutenant RALPH HEATON SMYTHE to the Ceylon Light Infantry Reserve, with effect from November 27, 1920.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, December 2, 1920. Colonial Secretary.

No. 439 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned persons to be Assessors for the town of Chilaw for the year 1921, under the provisions of section 5 of Ordinance No. 7 of 1866.

Mr. M. G. E. FERNANDO.

Mr. T. M. CARRIM.

Mr. E. N. ABEYAKOON.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, November 26, 1920. Colonial Secretary.

No. 440 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 4 of "The Plant Pests Ordinance, No. 6 of 1907," to appoint the under-mentioned gentlemen to be members of the Plant Pests Boards of the following revenue districts for a period of three years from December 1, 1920:—

Ratnapura District.

Mr. G. BROWN.

Mr. J. HAWKE.

Mr. P. S. BRIDGE.

Mr. A. H. E. MOLAMURE.

Mr. T. WALLOPPILLAI.

Mr. J. VANDENBERG.

Mr. H. M. ABDUL AZEEZ.

Kegalla District.

Mr. J. D. DUNLOP.

Mr. H. FENNING.

Mr. H. W. BOYAGODA.

Mr. ALIAN ONDAATJE.

Mr. G. B. HARVEY.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, November 27, 1920. Colonial Secretary.

No. 441 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 4 of Ordinance No. 6 of 1907, to appoint the under-mentioned gentlemen to be members of the Plant Pests Board, Badulla, for a period of three years:—

Mr. J. W. SCOTT.

Mr. F. LUSHINGTON.

Mr. H. G. O'CONNELL.

Mr. D. H. KOTALAWELA.

Mr. R. P. CHELLIAH.

Mr. A. I. JAINUDEEN, Mudaliyar.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, December 3, 1920. Colonial Secretary.

No. 442 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. NAGAPPER SEENITAMBY RASIAH, of Batticaloa, to be a Notary Public at Colombo and throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, December 1, 1920. Colonial Secretary.

No. 443 of 1920.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. KANDEGE WILLIAM PERERA SENEVIRATNE, of Panadura, to be a Notary Public throughout Matale North division of Matale District, with residence and office at Dambulla, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, November 26, 1920. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

KATHIRAMAPODY NALLATAMBY provisionally to be Registrar of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, with effect from December 1, 1920, *vice* Registrar, K. MURANDAPPODI, deceased. His office will be at Kalmunai.

KANAPATHIPILLAI KAILASAPILLAI provisionally to be Registrar of Births and Deaths of Karavaku pattu south division, in the Batticaloa District of the Eastern Province, with effect from December 5, 1920, *vice* Registrar, M. PONNIAH, deceased. His office will be at Karativu.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, November 27, 1920. Colonial Secretary.

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

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. K. DON PETER to act as Registrar of Births and Deaths of Division No. 3, Colombo Municipality, in the Colombo District of the Western Province, for ten days from December 1, 1920, during the absence of the Registrar, Dr. A. C. FERNANDO, on leave. His office will be at 229, Dematagoda road, Maradana.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MEDAGAMALIYANAGE DON ANDRIS GAMA-GODA to act as Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for two days from November 26, 1920, during the absence of the Registrar, H. DE A. SAMARANAYAKA, on leave. His office will be at Kajugahawatta in Nagoda.

The Assistant Provincial Registrar, Matale, has appointed RAJAPAKSA WASALAMUDIYANSERALAHAMILLAGE HALANGODA UDAWALAWWE PUNCHI BANDA HALANGODA to act as Registrar of Births and Deaths of Kohonsiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, on November 23, 1920, during the absence of the Registrar, M. B. A. NIYARAPOLA, on leave. His office will be at Nikawellewalawwe in Udupihilla.

The Assistant Provincial Registrar, Galle, has appointed RICHMOND DE ALWIS WIRASEKERA to act as Registrar of Births and Deaths of Bentota division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for one week from November 24, 1920, during the absence of the Registrar, G. W. DE A. WIRASEKERA, on leave. His office will be at Ganegewatta in Angagoda.

The Assistant Provincial Registrar, Hambantota, has appointed JOHN FREDRICK DISSANAYAKA to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from December 3, 1920, during the absence of the Registrar, D. C. DISSANAYAKA, on leave. His office will be at Walawwewatta in Nakulugamuwa.

The Provincial Registrar, Northern Province, has appointed KANTAPPAAR CHINNATTAMPI to act as Registrar of Marriages (General) of Vadamaradchi East division, in

the Jaffna District of the Northern Province, for sixteen days from December 1, 1920, during the absence of the Registrar, V. MODLR. SITTAMPALAM, on leave. His office will be at Kiulanchiddi in Kudattanai.

The Assistant Provincial Registrar, Jaffna District, has appointed SANTIAPPILLAI ANTONIPPILLAI to act as Registrar of Marriages (General) of Vadamaradchi West division, in the Jaffna District of the Northern Province, for three days from November 26, 1920, during the absence of the Registrar, S. D. TAMPU, on leave. His office will be at Karampaiyakkandi in Karaveddi West.

The Assistant Provincial Registrar, Mannar, has appointed SALVADORE BENJAMIN to act as Registrar of Births and Deaths of Mantai South division, and of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, for two weeks from December 6, 1920, during the absence of the Registrar, S. DAVID, on leave. His office will be at the Registrarvalavu in Periyanavetkulam.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed SENNATAMBY SOMASUNDERAMPILLAI to act as Registrar of Births and Deaths of Karavaku pattu south division, in the Batticaloa District of the Eastern Province, for seven days from November 14, 1920, *vice* Registrar, M. PONNIAH, deceased. His office will be at Karativu.

The Provincial Registrar, Anuradhapura, has appointed RAJAPAKSA MUDIYANSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Kalagam korale north division, and of Marriages (General) of Kalagam palata division, in the Anuradhapura District of the North-Central Province, for thirty days from November 26, 1920, *vice* Registrar, S. B. RATWATTE, appointed Korala of Kalagam korale north. His office will be at Kalawewa, Walawwa in Kalawewa.

The Assistant Provincial Registrar, Kegalla, has appointed BALASURIGE PAULIS PERERA to act as Registrar of Births and Deaths of Megodapota pattuwa of Dehigampal korale division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, on November 18, 1920, during the absence of the Registrar, V. C. APPUHAMY, on leave. His office will be at Welikada Hitinawatta in Yatanwela.

The Assistant Provincial Registrar, Kegalla, has appointed HERAT MUDIYANSELAGE PODIMAHATMAYA to act as Registrar of Births and Deaths of Egodapota pattuwa of Dehigampal korale division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, on November 25, 1920, during the absence of the Registrar, K. A. APPU SINNO, on leave. His office will be at Hitinawatta in Imbulana.

The Assistant Provincial Registrar, Kegalla, has appointed IDRISURI MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Meddemediliya pattuwa division, and of Marriages (General) of Galboda and Kim-goda korales division, in the Kegalla District of the Province of Sabaragamuwa, for one week from December 8, 1920, during the absence of the Registrar, E. M. KIRI BANDA, on leave. His office will be at Handagamawatta in Handagama.

Registrar-General's Office,
Colombo, December 1, 1920.

F. BARLETT,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

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

Name.	Pensionable Appointment.	Seconded Service.
P. Amirthalingam	Clerk, Class II., Grade III.	Work in the New Statistical Department

By His Excellency's command,

Colonial Secretary's Office,
Colombo, November 24, 1920.

GRAEME THOMSON,
Colonial Secretary.

IT is hereby notified for general information that the under-mentioned clerks in Class II., Grade III., of the Clerical Service have passed the examination prescribed for promotion to Grade II. in the subjects noted against their names :—

Abeyasekera, W. R. R. M.	Sinhalese (a)	Jayawardana, A. P.	Accounts
Abeyawira, J. D.	Accounts	Jayawardana, A. T. M. K.	Sinhalese (b)
Abeywickrama, E.	Sinhalese (a)	Joseph, V.	Tamil (b) and Accounts
Abhayawickrama, S. C.	Sinhalese (a)	Jnanaprakasam, C.	Tamil (b)
Allirajah, V.	Tamil (b) and Accounts	Kanagaratnam, S.	Tamil (a)
Alwis, H. L.	Sinhalese (a)	Kanapathipillai, A.	Tamil (a)
Amaradiwakara, N. W.	Sinhalese (a) and (b)	Kannangara, H. B.	Sinhalese (a) and (b)
Anandesuram, K.	Tamil (a)	Karthigasu, V.	Tamil (a)
Arasaratnam, C.	Accounts	Kathirgamer, J. M.	Tamil (a)
Aruliah, T. P.	Accounts	Kuruppu, D. J.	Sinhalese (a) and (b)
Arumugam, V.	Accounts	Leos, C. C.	Sinhalese (a)
Arunasalam, M.	Tamil (b)	Mendis, M. P.	Sinhalese (a) and (b)
Canagaratnam, R.	Tamil (a)	Mendis, T. J.	Sinhalese (a)
Casinader, C. B.	Tamil (a) and (b)	Nadarajah, N.	Tamil (a)
Chellappah, K. C.	Tamil (b)	Nagalingam, K.	Tamil (a) and (b)
Chelliah, M.	Accounts	Nagaratnam, C.	Accounts
De Abrew, A.	Sinhalese (a) and (b)	Perera, B. M.	Sinhalese, (b)
De Alwis, E.	Sinhalese (b)	Perera, M. D.	Sinhalese (a)
De Mel, W. I.	Sinhalese (a) and (b)	Ranasingha, D. W.	Sinhalese (a) and (b)
De Silva, A. W.	Sinhalese (a)	Ratnaike, A. V.	Sinhalese (a)
De Silva, B. P. E.	Sinhalese (a)	Rubera, V. J.	Sinhalese (a) and (b)
De Silva, G. U.	Sinhalese (a) and (b)	Sabharatnam, C.	Tamil (b)
De Silva, K. G. F.	Sinhalese (b)	Sanmugam, M.	Tamil (a) and (b)
De Silva, N. A. W.	Sinhalese (a)	Senanayaka, D. D.	Sinhalese (a)
Dewendre, J. H.	Accounts	Siriwardena, T. A.	Sinhalese (a) and (b)
Dias, G. D. C.	Sinhalese (a) and (b)	Stainwall, L. M.	Sinhalese (a)
Dumbukala, T. B.	Sinhalese (b) and Accounts	Subramaniam, S.	Tamil (b)
Fernando, C. A.	Sinhalese (b)	Suntheram, A.	Sinhalese (a) and (b)
Fernando, T. S. H.	Sinhalese (a) and (b)	Supramaniam, N.	Tamil (b)
Handagama, P. B.	Sinhalese (a) and (b)	Unamboowe, U. B.	Sinhalese (a) and (b)
Jayasekera, J. B.	Sinhalese (b)	Weeraman, P. W.	Sinhalese (a) and (b)
Jayasena, A. K. W.	Sinhalese (a) and (b) and Accounts	Wickramasekera, A.	Accounts
Jayasundara, W.	Sinhalese (a) and (b)	Wijayasuriya, D. E. M.	Sinhalese (a)

The following officers have now passed the examination qualifying them for promotion to Class II., Grade II. :—

Messrs. W. R. R. M. Abeyasekera, J. D. Abeyawira, C. Arasaratnam, T. P. Aruliah, V. Arumugam, R. Canagaratnam, M. Chelliah, J. H. Dewendre, G. D. C. Dias, T. B. Dumbukala, A. K. W. Jayasena, A. P. Jayawardana, A. T. M. K. Jayawardana, C. Jnanapragasam, H. B. Kannangara, J. M. Kathirgamer, C. Nagaratnam, B. M. Perera, T. A. Siriwardena, U. B. Unamboowe, and A. Wickramasekera.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, November 30, 1920.

GRAEME THOMSON,
Colonial Secretary.

“THE STAMP ORDINANCE, 1909.”

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, November 26, 1920.

GRAEME THOMSON,
Colonial Secretary.

COMPANY REFERRED TO.

The Niriwatte Company, Limited.

"THE CEYLON MEDICAL COLLEGE ORDINANCE, NO. 3 OF 1905."

RULES made by the Council of the Ceylon Medical College, under section 14 of "The Ceylon Medical College Ordinance, 1905," and approved by His Excellency the Governor and the Executive Council, with effect from the date hereof :—

1. That the present system of admitting Medical Students to the Ceylon Medical College on the results of the London Matriculation and Cambridge Senior School Certificate Examinations shall be discontinued.
2. That a Medical Entrance Examination shall be held every year in July or August, and the required number of candidates shall be selected in order of merit of passing this examination.
3. That no person shall be allowed to be registered as a Medical Student of the Ceylon Medical College unless he shall have previously passed the Medical Entrance Examination conducted by the Education Department of Ceylon.
4. That the following rules with regard to the Medical Entrance Examination shall be enforced :—
 - (a) That the Medical Entrance Examination shall be held once a year in July or August.
 - (b) That candidates desiring to take up the examination shall be required to produce the under-mentioned documents before admission to this examination :—
 - (1) A certificate of having attained 16 years of age (affidavits or horoscopes will not be accepted in proof of age).
 - (2) A certificate from a duly qualified Government Medical Officer that the candidate is physically fit to pursue medical studies.
 - (3) A certificate of good moral character from a reliable and responsible person.
 - (4) A certificate of having passed one of the approved examinations for registration as a Medical Student.
 - (c) That the examinations accepted for granting admission to the Medical Entrance Examination of the Ceylon Medical College shall be—
 - (i.) The Matriculation Examination of the University of London.
 - (ii.) The Cambridge Senior School Certificate accepted for Matriculation in the Faculty of Arts or that of Science in any University of Great Britain.
 - (iii.) The Cambridge Senior School Certificate not accepted under (ii.) above, provided it shows either—
 - (a) That English and mathematics have been passed "with credit" or
 - (b) That English and a language other than English have been passed "with credit," and that mathematics has been passed on a sufficient standard.
 - (iv.) Under exceptional circumstances the Council of the Ceylon Medical College shall reserve to itself the rights to admit a student to the Medical Entrance Examination, who shall have passed in lieu of one of the above, such other qualifying examination as is approved by the General Council of Medical Education and Registration of the United Kingdom, and is of a similar standard to the Cambridge Senior School Certificate or Cambridge Senior Local Examinations.

Note.—A certificate which does not fulfil one or more of the conditions in (iii.) shall be accepted, provided it is supplemented by further Senior Certificates obtained subsequently which fulfil conditions (a) or (b) under (iii.). The certificates under (iii.) (b) shall show by an explicit statement of the examining authority that mathematics has been passed on a sufficient standard.

5. That the following syllabus shall be adopted for the Medical Entrance Examination of the Ceylon Medical College :—

I.—ENGLISH LANGUAGE (two papers) :

- (a) A subject for an essay, to be chosen by each candidate from several subjects.
- (b) General English paper consisting of questions testing knowledge and command of English, questions on précis writing, paraphrase and analysis of sentences, and questions testing general reading and knowledge of English books. This paper may also include questions having reference to history and geography.

II.—MATHEMATICS :

(a) *Arithmetic.*—The principles and processes of arithmetic applied to whole numbers, vulgar and decimal fractions.

The Metric System. Approximations to a specified degree of accuracy. Contracted methods of multiplication and division of decimals; ratio and proportion; percentage; averages; practical application of arithmetic.

- (b) *Algebra.*—Algebraic laws and their applications. Factors of binomial and quadratic expressions. Equations and problems leading thereto. Square roots. Graphs of rational integral algebraic functions. Arithmetic and harmonic progression. Geometric progression.

(c) *Geometry.*—The subjects of Euclid I.—IV. with simple deductions including easy loci and the areas of triangles and parallelograms.

III.—One of the following subjects :—

Latin.—The paper shall consist of passages to be translated into English from Latin books not previously prescribed, together with questions on Grammar and sentences of English to be translated into Latin.

French.—This paper shall consist of (1) passages for translation from unprescribed books, (2) translation of a continuous English passage and of short idiomatic English sentences.

Greek.—Grammar. Translation into English from unprescribed books. Translation into Greek of idiomatic English sentences.

Tamil.—Grammar. Translation into Tamil of passages from books not previously prescribed. Translation into English of idiomatic Tamil sentences. Paraphrase. A knowledge of Tamil literature will also be expected.

Sinhalese.—Grammar. Translation into Sinhalese of passages from unprescribed books. Translation into Sinhalese of idiomatic Sinhalese sentences. Paraphrase. A knowledge of Sinhalese literature will also be expected.

Elementary Chemistry.—Combination and decomposition. Elements and compounds. Elementary experimental study of air, water, and calcium carbonate. Solvent power of water. Natural waters, solution, crystallization, and distillation.

Elementary experimental study of oxygen, hydrogen carbon, sulphur, nitrogen, phosphorus, chlorine and their common compounds, together with bromine and iodine so far as is required to show their relationship to chlorine.

Composition and properties of silica, action of silica upon bases, nature of glass.

General characteristics of the metals, including an elementary study of sodium, calcium, and iron, and their common compounds.

The oxidation of the metals magnesium, zinc, iron, copper, lead, and the properties of their oxides. The interaction of these metals and their oxides with their common acids.

Action of water on sodium, magnesium, and iron. The reversible character of the action of water on iron.

Elementary experiments illustrating the quantitative nature of chemical combination.

Quantitative interaction of acids with metals and bases.

Equivalents—Atomic theory, symbols and formulæ. Boyle's and Charles' Laws. Diffusion.

The more obvious phenomena of electrolysis. Development of heat in chemical reaction. Combustion. Flame and incandescence.

Elementary Physics—Heat, Light, and Sound: Heat.—Temperature. Construction and use of the mercury thermometer. Expansion of solids and liquids with rise of temperature. Effect of change of temperature on the volume and pressure of gases.

Quantity of heat. Specific heat.

Change of state. Latent heat. Elementary notions of the transfer of heat. Heat considered as a form of energy.

Light.—Propagation of light. Laws of reflexion and refraction. Reflexion at plane and concave spherical surfaces and the formation of images.

Refraction at plane surfaces and by prisms. The spectrum.

The formation of images by single convex lenses.

The simple magnifying glass. Photometry.

Sound.—The production and propagation of sound.

Nature of wave-motion. Amplitude, wave-length, and frequency.

Experimental determination of the velocity of sound in air.

Determination of frequency by simple methods.

Experiments on the modes of vibration of strings.

Elementary Botany.—(1) The appearance and structure of the organs of a flowering plant so far as these can be observed with the naked eye or with the aid of a hand lens. The functions of these organs so far as they can be ascertained by observation and simple experiment.

(2) The main phenomena of the life-history of common flowering plants (excluding the microscope process of maturation and union of sexual elements and of the development of the seed). The mechanisms of pollination; fruit and seed dispersal. Germination particularly as illustrated by seedlings easily grown in the garden or in pots or boxes. The structure of garden soil. Different types of soil and their water and air contents. Rough methods of mechanical analysis of soils.

(3) The nature and structure (excluding microscopic details) of the vegetable materials met with in every day life, such as wood, cork, &c. (excluding manufactured substances), also of the common edible fruits and vegetables.

(4) The description of a flowering plant and an elementary knowledge of classification, illustrated by the commoner plants found locally.

(5) An elementary knowledge of the nutrition, growth, irritability of plants, particularly of such facts as can be demonstrated by simple qualitative and quantitative experiments. Candidates will be expected to show evidence that they have performed such experiments themselves. The question set will have regard to the conditions under which these subjects may best be experimentally taught in schools. (An elementary knowledge will be assumed of the chemical and physical properties of the atmosphere and of water, together with some acquaintance with the use of the barometer and thermometer).

(6) The main features of the more easily accessible types of Ceylon vegetation, and of the different habitats in which they are found. Common weeds of cultivated soil and the cause of their prevalence.

An elementary knowledge of the adaptations shown by native plants to their environment.

(7) The outlines of the cellular structure of the living plant as shown, for example, in simple fresh-water algae and in the mesophyll of a foliage leaf.

Elementary Zoology.—(1) The general principles of animal life treated in an elementary fashion and illustrated by the types specified in paragraph 4. Growth and metamorphosis as illustrated by the frog and butterfly. Conditions under which life can exist. Difference between animals and plants.

(2) The gross structure of the skin; the skeleton; the elementary tract and its gland; the respiratory mechanism; the vascular system; the central nervous system; and the functions of these organs in a typical mammal.

(3) The structure and mode of life Amoeba and Hydra treated in an elementary manner.

(4) The chief external characters and mode of life of a jelly-fish (Aurelia), a coral, an earthworm, a crayfish or lobster, a cockroach, a mosquito, a butterfly, a spider, a fresh-water mussel, and a snail, a fish, a frog, a lizard, a tortoise, and a snake, and a typical bird and mammal.

Notes.—(1) The standard of the examination will be that of the Matriculation Examination of the University of London and that of the Cambridge Senior School Certificate Examination conducted by the University of Cambridge.

(2) After August, 1921, one of the scientific subjects, viz.: Chemistry, Physics, Botany, or Zoology will be compulsory, and the languages (Latin, Greek, French, &c.) will be deleted from the list of subjects of the Entrance Examination.

Colonial Secretary's Office,
Colombo, November 19, 1920.

By His Excellency's command,

GRAEME THOMSON,
Colonial Secretary.

"THE LOCAL BOARDS ORDINANCE, 1898."

RULES for the grant of retiring pensions and gratuities to the officers of the Board of Improvement, Nuwara Eliya, prescribed by His Excellency the Governor in Executive Council, in accordance with section 87 of Ordinance No. 13 of 1898, which section was by order dated June 12, 1899, and published in *Government Gazette*, No. 5,625 of June 16, 1899, as provided by section 32 A of Ordinance No. 20 of 1896, ordered by His Excellency the Governor, with the advice of the Executive Council, to apply, *mutatis mutandis*, to the Board of Improvement, Nuwara Eliya.

Colonial Secretary's Office,
Colombo, November 25, 1920.

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

PENSION RULES.

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

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

An officer who shall have served ten years and upwards and under eleven years shall receive an annual allowance of fifteen-sixtieths of his annual salary, and one-sixtieth for each additional year's service, but no officer shall be entitled to draw more than two-thirds of his final salary as pension.

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

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

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

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

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

8. Every officer on the provisional and temporary establishment drawing a salary of over Rs. 250 per annum will, in the event of transfer to the fixed establishment, be entitled to reckon his provisional and temporary services when they have been continuous with his subsequent permanent service, provided he pays contribution from date of first appointment.

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

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

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

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

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

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

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

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

17. Officers employed under the Board of Improvement, Nuwara Eliya, who are entitled to pension may be required to retire on or after attaining the age of fifty-five, upon the receipt of twelve months' notice to that effect, but they may continue in office till sixty years of age with the consent of the Board.

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

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

20. Board of Improvement employees drawing a salary of less than Rs. 200 per annum, and retiring on account of age or infirmity after serving continuously for a period of twenty-five years and upwards, may, if the Board be satisfied that they are unfit, owing to age or infirmity of body or mind, to discharge efficiently the duties of their offices, be granted such long service allowances not exceeding Rs. 5 per memsem in each case as the Board may award. Persons

in receipt of a daily pay, who have completed a period of twenty-five years of continuous service, retiring under similar circumstances, may be awarded gratuities calculated at the rate of one-third of a month's pay for each complete year's service.

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

22. The rules published by notification dated April 26, 1913, in *Government Gazette* No. 6,560 of May 2, 1913, and any and all subsequent rules published relating to pensions to officers of the Board of Improvement, Nuwara Eliya, are hereby repealed.

June 30, 1920.

G. S. WODEMAN,
Chairman.

“THE LOCAL BOARDS ORDINANCE, 1898.”

A MENDMENT made by His Excellency the Governor in Executive Council, under section 87 of the Ordinance No. 13 of 1898, to the rules for the grant of pensions and gratuities to officers and servants of the Local Board of Negombo, published by Notification dated August 6, 1902.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 1, 1920.

GRAEME THOMSON,
Colonial Secretary.

AMENDMENT REFERRED TO.

The Local Board may grant a temporary increase of pension, with effect from the date of this Notification to December 31, 1920, to the under-mentioned retired officer, in accordance with the following scale:—

Name of Officer.	Annual Pension.	Rate of Temporary Increase.	Amount of Temporary Increase per Annum.
	Rs. c.		Rs. c.
Mr. H. W. Ball	512 52	33 per cent.	170 12

“THE CEYLON RAILWAYS ORDINANCE, 1902.”

IT is hereby notified that His Excellency the Governor, with the advice of the Executive Council, has been pleased, under section 5 of “The Ceylon Railways Ordinance, 1902,” to make the following addition to rule 10 (c) of the rules relating to the conveyance of traffic by Goods Train and Rates and Classification of Goods, dated October 11, 1907, and published in *Government Gazette* of October 11, 1907:—

“Manure for the cultivation of paddy and other foodstuffs will be conveyed in wagon loads of not less than 10 tons, at owner's risk, at three-quarter the statutory rates, provided a certificate is tendered at the forwarding station, signed by the Director of Agriculture (as the Registrar, Co-operative Credit Societies), stating that the consignment is being forwarded in connection with the cultivation of paddy and other foodstuffs.”

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 1, 1920.

GRAEME THOMSON,
Colonial Secretary.

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

1. (1) (p) Mr. H. F. E. Loos shall act as Deputy Food Controller, Chalmers Granaries and Manning Market, from November 26, 1920, during the absence of Mr. S. E. Hancox on special duty or until further orders, and as such may exercise all the powers of the Food Controller under these regulations, subject, however, to the direction of the Food Controller.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, November 29, 1920.

GRAEME THOMSON,
Colonial Secretary.

THE following notice is published for general information. This notice cancels the previous one published in the *Government Gazette* of October 24, 1919.

H. M. Customs,
Colombo, November 23, 1920.

F. BOWES,
Principal Collector.

IMPERIAL PREFERENCE.

Notice to Exporters of Ceylon Produce.

Preferential Duties of Customs in Great Britain and Ireland on Goods Consigned from and Grown, Produced, or Manufactured in the British Empire.

NOTE.—This Notice cancels the previous Notice No. 27, dated August, 1919. Special attention is drawn to the revised list of manufactured goods in paragraph 4, and to the new paragraphs 7, 8, 9, and 10.

1. With a view to conferring a preference in the case of Empire products, the duties of Customs on the goods specified in Appendix A are charged at the reduced rates shown in the second column of that Appendix, provided the goods are shown to the satisfaction of the Commissioners of Customs and Excise to have been (1) consigned from, and (2) grown, produced, or manufactured in, the British Empire. The "British Empire" for this purpose means all British Dominions outside Great Britain and Ireland, including British India and Indian Native States, and all British Protectorates. Any territories which may hereafter come under His Majesty's Protection, or in respect of which a Mandate of the League of Nations may be exercised by the Government of any part of His Majesty's Dominions, may be included by Order in Council.

2. Goods are not deemed to have been manufactured in the British Empire unless such proportion of their value as is prescribed by regulations made by the Board of Trade (printed as Appendix B) is the result of labour within the British Empire. This proportion has for the present been fixed at 25 per cent. of the factory or works cost to the manufacturer for all manufactured articles except manufactured tobacco, refined sugar, molasses, and extracts from sugar, for which the proportion is fixed at 5 per cent. (but see paragraph 3).

Each article is to be considered separately in applying the percentage test. The factors which may be taken into account in arriving at the total value and the proportion of Empire labour are laid down in Regulations 4 and 5 (Appendix B).

When manufactured goods are not liable to duty in themselves, but only in respect of the dutiable ingredient or ingredients they contain, preference can only be granted in respect of such of the ingredients as themselves satisfy the requisite conditions (see paragraphs 8-10 below).

3. Where the Board of Trade is satisfied as respects any class of goods to which the preferential rates apply that those articles are to a considerable extent manufactured in the British Empire from material which is not wholly grown or produced in the Empire, the Board may by order direct that the preferential rate shall be charged only in respect of such proportion of those goods as corresponds to the proportion of dutiable material used in their manufacture which is shown to have been grown or produced in the Empire.

This provision has been applied by Order of the Board of Trade (Appendix C) to manufactured tobacco, refined sugar, molasses, and extracts from sugar, e.g., syrup. It is in view of this limitation that the percentage under paragraph 2 has been fixed as low as 5 per cent. for these articles, the combined effect of the two rules being to allow preference where any of these articles are the result of an appreciable amount of Empire labour, but to confine it to the extent to which the finished article is the result of Empire material.

4. The dutiable articles which for the purpose of charging the preferential rate are considered as manufactured articles are:—

Refined sugar	Cinematograph films
Glucose	Motor cars, parts, accessories, &c.
Molasses and extracts from sugar (e.g., syrup)	Musical instruments, parts, accessories, &c.
Saccharin	Clocks, watches, &c.
Manufactured tobacco	

All other dutiable goods are regarded as growth or produce. The terms refined sugar means sugar which has passed through a refinery.

5. Where goods are manufactured in a bonded factory in Great Britain or Ireland from dutiable material shown to the satisfaction of the Commissioners of Customs and Excise to have been consigned from, and grown or produced in, the British Empire, the duty on the manufactured goods shall, to the extent to which they are shown to have been manufactured out of such material, be charged at the preferential rate.

This provision applies to sugar refiners and tobacco manufacturers who work in bond.

6. The preferential rate of duty must be claimed by the importer at the time of making entry. He is required in every case to substantiate the declarations on the entry that the goods were (1) consigned to the United Kingdom from, and (2) the growth, produce or manufacture of, a part of the British Empire, by means of a certificate of origin in the approved form. He must also, if called upon to do so by the Collector of Customs and Excise, produce any other evidence of origin, such as the supplier's invoice, bill of lading, &c.

7. Certificates of origin are in three prescribed forms, illustrated in Appendices D, E, and F to this notice. Each form comprises two separate certificates, viz. :—

- (i.) A certificate that the dutiable articles in respect of which preference is claimed are the growth or produce (Appendix D) or the manufacture or refining (Appendices E and F) of a specified country in the British Empire. This certificate must be given, as regards Appendix D, by the overseas grower, producer or supplier,* and as regards Appendix E by the overseas manufacturer. In the case of refined sugar, molasses and extracts from sugar, or manufactured tobacco, the amplified certificate (Appendix F), giving also the proportion of Empire-produced dutiable material, must be given by the overseas manufacturer or refiner.

Where, owing to local trade conditions, it is impracticable for certificates of origin in Form D to be signed by the up-country growers or producers, there is no objection to the certificates being signed by their accredited agents in the country of origin having the necessary knowledge of the facts, provided that (1) the certificate clearly shows that the agent is authorized to sign on behalf of the grower or producer, and (2) the certificate is a personal one signed by a responsible member of the issuing firm. This concession does not extend to agents for suppliers, nor to agents acting merely as carrying agents.

* By the term "supplier" is meant any person who, though not being the grower or producer, is the actual overseas owner of the goods at the time of export to the United Kingdom, provided he has the requisite knowledge of the facts. Such persons should be careful to describe themselves on the certificate as "suppliers" and not as "exporters" merely.

- (ii.) A supplementary certificate to be given by the actual exporter in cases where the grower, producer, manufacturer, refiner, or supplier, who furnishes Certificates D, E, or F, is not himself or by his agent the actual exporter, and is not in a position to give the particulars of shipment, destination, and consignee required to render the main certificate complete. This supplementary certificate is not however required to be given on Forms D, E, and F, when the latter are given in conjunction only with Form FF (see paragraph 8), in which case its place is taken by a similar supplementary certificate on Form FF.

8. An additional form of certificate (Appendix FF) is required in conjunction with Forms D, E, or F where the dutiable article in respect of which preference is claimed is an ingredient only of a complete composite article, and the latter therefore is liable to duty only by reason of containing the dutiable ingredient. This additional certificate is to be given by the overseas manufacturer of the composite goods, as evidence that the dutiable articles, in respect of which preference is claimed and certificate D, E, or F has been furnished by the grower, &c., have been used in the manufacture of the composite goods. Certificate E is not required from the manufacturer of the composite goods, as they are not dutiable nor entitled to preference in themselves but only by virtue of the dutiable ingredients they contain. The following examples are given by way of illustration. Manufactured cocoa powder is chargeable to duty in respect of the raw cocoa it contains, and Certificate FF should be given by the manufacturer, supported by Certificate D given by the grower producer, or supplier of the raw cocoa. Chocolate confectionery is chargeable in respect of the raw cocoa and the refined sugar it contains, and Certificate FF should be given by the chocolate maker, supported by Certificate D from the grower, producer, or supplier of the raw cocoa, and Certificate F from the sugar refiner (either or both, according as preference is claimed for either the cocoa, the sugar, or both). Jam and condensed milk (sweetened) are chargeable by reference to the sugar they contain, and Certificate FF should be given by the manufacturer, supported by Certificate F from the sugar refiner.

Form FF also contains a supplementary certificate to be given by the actual exporter where the manufacturer of the composite goods who furnishes Certificate FF is not himself or by his agent the actual exporter, and is not in a position to give the particulars of shipment, destination, and consignee required to render the Certificate FF complete. Where this supplementary certificate is given on Form FF it is not to be given on the Form D, E, or F relating to the dutiable ingredients.

9. It is to be noted that Certificates D, E, and F in all cases apply solely to the dutiable articles themselves (whether imported by themselves or as an ingredient), and that the title of any dutiable article to preference depends solely upon its fulfilling the conditions of Empire consignment and growth, production or manufacture in itself, and without reference to any other ingredients with which it may be associated in composite goods.

10. If composite goods contain more than one dutiable ingredient (e.g., cocoa and sugar in chocolates and confectionery) the appropriate Certificates D, E, or F must be given separately in respect of each dutiable ingredient for which preference is claimed, but one Certificate FF may be given to cover all dutiable ingredients contained in one description of composite goods, provided the whole quantity of each such ingredient used in the composite goods is covered by a certificate D, E, or F. If however any one dutiable ingredient comprises a proportion covered by a certificate D, E, or F and entitled to preference and a portion not so covered or entitled, a separate certificate FF must be given for such ingredient, showing the percentage thereof covered by the Certificate D, E, or F. The preferential reduction of duty will be regulated accordingly.

For example, if the raw cocoa used in the manufacture of imported Canadian chocolate confectionery is 60 per cent. of Trinidad growth and 40 per cent. of Venezuelan growth, separate certificates on Form FF must be given for the sugar and raw cocoa ingredients, and in the case of the latter the percentage covered by Certificate D must be stated. Preference in the proportion of 60 per cent. will then be allowable as regards the portion of the duty charge attributable to cocoa.

11. If the Collector is satisfied by the production of the certificate or certificates he will forthwith admit the goods to entry as entitled to the preferential rate. The Collector may, in any case of doubt or of an incomplete or informal certificate, call for the production of invoices, bills of lading, or any such further evidence as he may require, but pending the production of such evidence he may, unless he has reason to suspect an attempt at fraud, allow delivery of the goods on deposit of the full rate of duty, subject to adjustment, provided satisfactory evidence of the title to the preferential rate is produced without undue delay. In the case of goods entered to be warehoused, the Collector may allow the goods to be deposited in warehouse pending settlement of the rate of duty to which they may be decided to be liable.

12. The preferential rates apply in the case of dutiable goods entered for warehousing, or already in bond, before the 1st September, 1919 (in the case of tea before 2nd June, 1919), and the particulars of consignment and origin as recorded in the official accounts are usually accepted. The same rule is applied in respect of Empire and non-Empire goods blended or put together in bond before the 1st September, 1919. In the case of blends, duty will be charged at preferential rates on the proportion of Empire goods shown to be contained therein. It must be understood that where the official records are not sufficient to establish Empire consignment and origin the onus of proof in all cases rests by law on the importer.

13. In the case of Empire goods consigned to the United Kingdom which have been transhipped *en route* or have been shipped from a foreign port after overland transit from the Empire country of origin, the importer at the time of making entry will be required to produce the through bill of lading or railway consignment note from the country of production to the United Kingdom in support of the certificate of origin. Where a through bill of lading or consignment note is not available, the invoice, local bill of lading, or consignment note from the original point of origin and certificate of arrival or landing at, and exportation from, the port of transhipment will be required. Such certificates are to be signed by the proper Colonial or Foreign Customs Officer at the port of transhipment, and in the case of the latter the signature must be visaed by the British Consular Authority. It is essential to prove that the goods were consigned from a part of the Empire to the United Kingdom, and not to a foreign country from which they were subsequently re-consigned to the United Kingdom.

14. In the case of post parcels arriving from a part of the Empire, if the contents are not merchandise for sale and do not exceed £10 in value for any one addressee, the following short form of certificate will, in the absence of ground for suspicion, be accepted as satisfactory evidence of origin for charging the preferential rate of duty, except in the case of manufactured tobacco, refined sugar, molasses, and extracts from sugar:—

“The contents of this package are not merchandise for sale, and every dutiable article herein is the growth or produce, or, if a manufactured article, is to the extent of at least one-fourth of its present value *bona fide* the manufacture of (Empire country of origin).”

All other post parcels, including all parcels containing manufactured tobacco, refined sugar, molasses and extracts from sugar, &c., will be subject to the ordinary rules of evidence of origin applicable to merchandise generally as set out in the earlier part of this notice.

15. The prescribed forms of Certificate of Origin are printed as Customs Sale Forms (Nos. 119 to 122), and may be obtained from H. M. Stationery Office direct or through the usual agents.

16. Copies of this notice may be obtained at any Custom House or office of a Collector of Customs and Excise in Great Britain or Ireland.

APPENDICES.

APPENDIX A.

Schedule of Preferential Rates.

Goods.	Rate of Duty.
Tea	} Five-sixths of the full rate.
Cocoa	
Coffee	
Chicory	
Currants	
Dried or preserved fruit (figs and fig cake, plums commonly called French plums and prunelloes, prunes, all other dried or preserved plums and raisins)	
Sugar	
Glucose	
Molasses	
Saccharin	
*Motor spirit	
Tobacco, other than cigars	
Cigars	} Five-sixths of the full rate per lb. and two-thirds of the additional <i>ad valorem</i> duty.
Articles chargeable with the new import duties imposed by S. 12 of the Finance (No. 2) Act, 1915, viz. :—Motor cars, &c., and parts thereof, musical instruments and parts thereof, clocks, watches, and parts thereof, and cinematograph films	} Two-thirds of the full rate.

Wine :—

Not exceeding 30° of proof spirit	Sixty per cent. of the full rate.
Exceeding 30° of proof spirit	Sixty-six and two-thirds per cent. of the full rate.
Additional duty on Sparkling wine in bottle	Seventy per cent. of the full rate per gallon and two-thirds of the additional <i>ad valorem</i> duty.
Additional duty on Still wine in bottle	Fifty per cent. of the full rate.

	Preferential Rates.		Full Rates.	
	In Cask.	In Bottle.	In Cask.	In Bottle.
Spirits :—	£ s. d.	£ s. d.	£ s. d.	£ s. d.
For every gallon computed at proof of—				
Brandy or rum	3 12 10	3 13 10	3 15 4	3 16 4
Imitation rum or geneva	3 12 11	3 13 11	3 15 5	3 16 5
Unsweetened spirits other than those already enumerated	3 12 11	3 12 11	3 15 5	3 15 5
For every gallon of perfumed spirits	5 16 0	5 17 0	6 0 0	6 1 0
For every gallon of liqueurs, cordials, mixtures, and other preparations in bottle entered in such manner as to indicate that the strength is not to be tested	—	4 19 1	—	5 2 5
For every gallon computed at proof of spirits of any description not heretofore mentioned, including naphtha and methylic alcohol purified so as to be potable, and mixtures and preparations containing spirit	3 12 11	3 13 11	3 15 5	3 16 5
For every gallon of sweetened spirits including liqueurs, cordials, mixtures, and other preparations containing spirits, if tested	3 13 10½	3 14 10½	3 16 6½	3 17 6½

The above rates refer to spirits warehoused for 3 years or more. In the case of spirits warehoused for a shorter period, small additional duties are leviable. These are not affected by preference and are set out in full in the Imperial Customs Tariff.

APPENDIX B.

Statutory Rules and Orders, 1919.

IMPERIAL PREFERENCE.

Regulations as to the Proportion of Value resulting from Labour within the British Empire.

In pursuance of section 8 of the Finance Act, 1919, the Board of Trade hereby make the following regulations :—

- (1) Save as hereinafter provided, goods shall not be deemed, for the purposes of section 8 of the Finance Act, 1919, to have been manufactured in the British Empire unless at least 25 per cent. of their total value is the result of labour within the British Empire.

* Under the Finance Act, 1920, the Customs duty on imported motor spirit will cease to be chargeable as from January 1, 1921.

- (2) In the case of those classes of goods in respect of which an order has been made by the Board of Trade under section 8, sub-section (2) of the Finance Act, 1919, no part of the goods shall be deemed to have been manufactured in the British Empire unless at least 5 per cent. of the total value of the goods is the result of labour within the British Empire.
- (3) Where a number of separate articles are included in one parcel or shipment, each and every article shall be considered separately for the purpose of calculating the proportion of value due to labour within the Empire.
- (4) For the purposes of these regulations the total value of an article shall be its cost to the manufacturer at the factory or works and shall include the value of containers and other forms of interior packing ordinarily sold with the article when it is sold retail, but shall not include the manufacturer's or exporter's profit or the cost of exterior packing, carriage to port, and other charges incidental to the export of the goods subsequent to their manufacture.
- (5) In calculating the proportion of value which is the result of labour within the British Empire there may be included under the head of labour the cost to the manufacturer of any materials of purely Empire origin entering into the composition of the article (including the interior packing specified in Regulation (4)), the cost of manufacture including wages, proportion of fuel, supervision, and other factory expenses, and the cost of the labour of packing for retail sale.

The following may not be included in the proportion of value which is the result of Empire labour, namely, any materials or interior packings not entirely of Empire origin, manufacturer's profit or the profit or remuneration of any trader, agent, broker, or other person dealing in the article in its finished condition, the expenses of placing the goods in outside packages for export and the cost of such packages, transportation charges, insurance, and any other charges for services after the goods leave the place of production or manufacture.

- (6) Any question arising on the interpretation of these regulations shall be referred to the Board of Trade whose decision shall be final.

Signed by Order of the Board of Trade,

S. J. CHAPMAN,
Assistant Secretary.

Dated this 6th day of August, 1919.
Board of Trade, London, S.W.1.

APPENDIX C.

Statutory Rules and Orders, 1919.

IMPERIAL PREFERENCE.

Order relating to Sugar and Tobacco.

In pursuance of section 8 of the Finance Act, 1919, the Board of Trade, being satisfied that refined sugar, molasses, and extracts from sugar, and manufactured tobacco, are to a considerable extent manufactured in the British Empire from material not wholly grown or produced within the Empire, hereby order that the preferential rates of Customs Duty shall, in the case of refined sugar, molasses, and extracts from sugar, and manufactured tobacco, be charged only in respect of such proportion of those goods as corresponds to the proportion of dutiable material used in their manufacture which is shown to the satisfaction of the Commissioners of Customs and Excise to have been grown or produced in the Empire.

Signed by order of the Board of Trade,

S. J. CHAPMAN,
Assistant Secretary.

Dated this 6th day of August, 1919.
Board of Trade, London, S.W.1.

APPENDIX D.

Form of Certificate of Origin of goods in respect of which a reduction of duty is claimed under the Imperial Customs Tariff as being the growth or produce of the British Empire.

1 Insert the word Partner, Manager, Chief Clerk, or Principal Official, giving rank, as the case may be, unless the person giving the certificate is the sole proprietor of the business, when the words in brackets may be omitted.

2 Insert the word grower, producer, or supplier, as the case may be.

3 Country of origin.

4 The words in brackets may be omitted when the grower, producer, or supplier is not himself or by his agent the actual exporter, provided that in such a case the exporter gives the supplementary certificate endorsed hereon.

5 Port of ultimate destination.

6 Delete in case of goods shipped direct.

7 Address.

8 To be filled up when the certificate is not given by the actual grower or producer.

I, _____ hereby certify that I am (1 _____ of _____) the (2 _____) of the articles included in this certificate (1 and that I am duly authorized to make and sign this certificate on behalf of the said _____).

I have the means of knowing, and I do hereby certify that the merchandise designated below is of (3 _____) growth or produce (4 (which merchandise is to be shipped to (5 _____) *via* (6 _____) consigned to _____ merchant at (7 _____)).

(4 (Port of Shipment _____).)

Number and Description of Packages.	Marks and Numbers.	Weight or Quantity.	Total Value.	Contents.	(8 Name of Grower or Producer.

Dated at _____, this _____ day of _____, 19____.

Signature.

Supplementary Certificate to be given by the exporter in cases where the grower, producer, or supplier of the goods above specified is not himself or by his agent the actual exporter and is not in a position to furnish the particulars of shipment, &c. (see Note 4 to main certificate).

To be endorsed on the main certificate.

I, _____, hereby certify that I am (¹ _____ of _____) the exporter(s) of the merchandise specified in the foregoing certificate (and that I am duly authorized to make and sign this certificate on behalf of the said _____).

I have the means of knowing, and I do hereby certify that the merchandise referred to is of ² _____ growth or produce, ³ and that such merchandise is to be shipped to ⁴ _____ *vid* ⁵ _____ consigned to _____ at ⁶ _____.

Port of Shipment _____.

Dated at _____, this _____ day of _____, 19____.

_____ Signature.

¹ Insert the word Partner, Manager, Chief Clerk, or Principal Official, giving rank, as the case may be, unless the person giving the certificate is the sole proprietor of the business, when the words in brackets may be omitted.
² Country of origin.
³ Delete inappropriate word.
⁴ Port of ultimate destination.
⁵ Delete in case of goods shipped direct.
⁶ Address.

APPENDIX E.

Form of Certificate of Origin for goods in respect of which a reduction of duty is claimed under the Imperial Customs Tariff as being the manufacture of the British Empire.

I, _____, hereby certify that I am (¹ _____ of _____) the manufacturer(s) of the articles included in this certificate (and that I am duly authorized to make and sign this certificate on behalf of the said manufacturer(s)).

I have the means of knowing, and I do hereby certify that the merchandise designated below is of ² _____ manufacture, ³ (which merchandise is to be shipped to ⁴ _____ *vid* ⁵ _____ consigned to _____ merchant at ⁶ _____). Further, I have the means of knowing and I do hereby certify that of the total value of each and every manufactured article covered by this certificate in its finished condition not less than 25 per cent. is the result of labour within the British Empire, the proportion being calculated in accordance with the regulations ⁷ appearing on the back of this certificate.

³ (Port of Shipment _____.)

¹ Insert the word Partner, Manager, Chief Clerk, or Principal Official, giving rank, as the case may be, unless the person giving the certificate is the sole proprietor of the business, when the words in brackets may be omitted.
² Country of manufacture.
³ The words in brackets may be omitted where the manufacturer is not himself or by his agent the actual exporter, provided that in such a case the exporter gives the supplementary certificate endorsed hereon.
⁴ Port of ultimate destination.
⁵ Delete in case of goods shipped direct.
⁶ Address.
⁷ For Regulations, see back hereof.

Number and Description of Packages.	Marks and Numbers.	Weight or Quantity.	Total Value.	Contents.

Dated at _____, this _____ day of _____, 19____.

_____ Signature.

Supplementary Certificate to be given by the exporter in cases where the manufacturer of the goods above specified is not himself or by his agent the actual exporter, and is not in a position to give the particulars of shipment, &c. (see note 3 to main certificate).

To be endorsed on the main certificate.

I, _____, hereby certify that I am ¹ _____ of _____ the exporters of the merchandise specified in the foregoing certificate, and that I am duly authorized to make and sign this certificate on behalf of the said _____.

I have the means of knowing, and I do hereby certify that the merchandise referred to is of ² _____ manufacture, and that such merchandise is to be shipped to ³ _____ *vid* ⁴ _____ consigned to _____ at ⁵ _____.

Port of Shipment _____.

Dated at _____, this _____ day of _____, 19____.

_____ Signature.

¹ Insert the word Partner, Manager, Chief Clerk, or Principal Official, giving rank, as the case may be.
² Country of manufacture.
³ Port of ultimate destination.
⁴ Delete in case of goods shipped direct.
⁵ Address.

(Back of Certificate E.)

REGULATIONS REFERRED TO IN THE CERTIFICATE ON THE FACE HEREOF.

Where a number of separate articles are included in one parcel or shipment, each and every article shall be considered separately for the purpose of calculating the proportion of value due to labour within the Empire.

For the purposes of these regulations the total value of an article shall be its cost to the manufacturer at the factory or works, and shall include the value of containers and other forms of interior packing ordinarily sold with the article when it is sold retail, but shall not include the manufacturer's or exporter's profit or the cost of exterior packing, carriage to port and other charges incidental to the export of the goods subsequent to their manufacture.

In calculating the proportion of value which is the result of labour within the British Empire there may be included under the head of labour the cost to the manufacturer of any materials of purely Empire origin entering into the composition of the article (including the interior packing specified in the foregoing paragraph), the cost of manufacture including wages, proportion of fuel, supervision and other factory expenses, and the cost of the labour of packing for retail sale.

The following may not be included in the proportion of value which is the result of Empire labour, namely, any materials or interior packings not entirely of Empire origin, manufacturer's profit or the profit or remuneration of any trader, agent, broker, or other person dealing in the article in its finished condition, the expenses of placing the goods in outside packages for export, and the cost of such packages, transportation charges, insurance, and any other charges for services after the goods leave the place of production or manufacture.

APPENDIX F.

Form of Certificate of Origin for manufactured goods in respect of which a reduction of duty is claimed under the Imperial Customs Tariff only in respect of the proportion of dutiable materials of Empire origin which have entered into their manufacture, i.e., manufactured tobacco, refined sugar, molasses, and extracts from sugar.

- 1 Insert the word Partner, Manager, Chief Clerk, or Principal Official, giving rank, as the case may be.
- 2 Insert the word Manufacturers or Refiners, as the case may be.
- 3 Insert the word Factory or Refinery, as the case may be.
- 4 Country of manufacture or refining.
- 5 Delete inappropriate word.
- 6 The words in brackets to be deleted where the information is not available, provided the supplementary certificate endorsed hereon is given.
- 7 Port of ultimate destination.
- 8 Delete in case of goods shipped direct.
- 9 Address.
- 10 For Regulations, see back.

I, _____, hereby certify that I am ¹ _____ of _____ the ² _____ of the articles included in this certificate, and that I am employed by them in their ³ _____ at _____, and that I am duly authorized to make and sign this certificate on behalf of the said _____.

I have the means of knowing, and I do hereby certify, in respect of the merchandise designated in the Schedule below, which merchandise is of ⁴ _____ manufacture or refining ⁵ (and is to be shipped to ⁷ _____ *via* ⁸ _____ consigned to _____ merchant at ⁹ _____), that of its total value in its finished condition not less than 5 per cent. is the result of labour within the British Empire, the proportion being calculated in accordance with the regulations ¹⁰ appearing on the back of this certificate; also that there has entered into the manufacture of such merchandise dutiable material of Empire origin to the extent therein specified.

⁶ (Name and address of exporter _____.)

(Port of Shipment _____.)

Number and Description of Packages.	Marks and Numbers.	Weight or Quantity.	Total Value.	Contents.	Dutiable materials of Empire origin used in manufacture.		
					Description.	Country or Countries of Origin.	Proportion of Empire Dutiable Materials to Total Dutiable Materials.

Dated at _____, this _____ day of _____, 19____. _____ Signature.

Supplementary Certificate to be given by the exporter in cases where the manufacturer or refiner of the goods above specified is not himself or by his agent the actual exporter, and is not in a position to furnish the particulars of shipment, &c. (see note 6 to main certificate).

To be endorsed on the main certificate.

I, _____, hereby certify that I am ¹ _____ of _____ the exporters of the merchandise specified in the foregoing certificate, and that I am duly authorized to make and sign this certificate on behalf of the said _____.

I have the means of knowing, and I do hereby certify that the merchandise referred to is of ² _____ manufacture or refining ³ and that such merchandise is to be shipped to ⁴ _____ *via* ⁵ _____ consigned to _____ at ⁶ _____.

Port of Shipment _____.

Dated at _____, this _____ day of _____, 19____. _____ Signature.

(Back of Certificate F.)

REGULATIONS REFERRED TO IN THE CERTIFICATE ON THE FACE HEREOF.

Where a number of separate articles are included in one parcel or shipment, each and every article shall be considered separately for the purpose of calculating the proportion of value due to labour within the Empire. For the purposes of these regulations the total value of an article shall be its cost to the manufacturer at the factory or works and shall include the value of containers and other forms of interior packing ordinarily sold with the article when it is sold retail, but shall not include the manufacturer's or exporter's profit or the cost of exterior packing, carriage to port, and other charges incidental to the export of the goods subsequent to their manufacture.

In calculating the proportion of value which is the result of labour within the British Empire there may be included under the head of labour the cost to the manufacturer of any materials of purely Empire origin entering into the composition of the article (including the interior packing specified in the foregoing paragraph), the cost of manufacture including wages, proportion of fuel, supervision, and other factory expenses, and the cost of the labour of packing for retail sale.

The following may not be included in the proportion of value which is the result of Empire labour, namely, any materials or interior packings not entirely of Empire origin, manufacturer's profit or the profit or remuneration of any trader, agent, broker, or other person dealing in the article in its finished condition, the expenses of placing the goods in outside packages for export and the cost of such packages, transportation charges, insurance, and any other charges for services after the goods leave the place of production or manufacture.

APPENDIX FF.

Form of Additional Certificate to be given by the manufacturer of composite goods in respect of the dutiable ingredient or ingredients of which a reduction of duty is claimed under the Imperial Customs Tariff as being the growth, produce, or manufacture of the British Empire.

1 Insert the word Partner, Manager, Chief Clerk, or Principal Official, giving rank, as the case may be, unless the person giving the certificate is the sole proprietor of the business, when the words in brackets may be omitted.

2 Specify the dutiable ingredient or ingredients in respect of which preference is claimed.

3 Country of manufacture.

4 The words in brackets may be omitted where the manufacturer is not the actual exporter, provided that in such a case the exporter gives the supplementary certificate endorsed hereon.

5 Port of ultimate destination.

6 Delete in case of goods shipped direct.

7 Address.

8 If any dutiable ingredient is not wholly covered by a Certificate D, E, or F, and is therefore not entitled to preference on its whole quantity, a separate Certificate FF is to be used for that ingredient, the word "wholly" being deleted, and the words "as to ___ o/o" inserted, the percentage covered by the Certificate D, E, or F being stated.

9 Attach Certificate(s) of origin in form D, E, or F, to be given by the grower, producer, or manufacturer of the dutiable ingredient or ingredients in respect of which preference is claimed. The supplementary exporters' certificate on Form D, E, or F need not be given but the necessary export particulars must be given on this Form either by the manufacturer himself or the actual exporter (see Note 4 above).

I, _____, hereby certify that I am (1 _____ of _____) the manufacturer(s) of the articles included in this certificate (and that I am duly authorized to make and sign this certificate on behalf of the said manufacturer(s)).

I have the means of knowing, and I do hereby certify that the dutiable ingredient(s), viz.,

2 _____ used in the manufacture of the merchandise designated below, which merchandise is of 3 _____ manufacture 4 (and which is to be shipped to 5 _____ vid 6 _____ consigned to _____ merchant at 7 _____), consist(s) wholly 8 of goods included in the attached 9 certificate(s) of Empire origin, given by the grower(s), producer(s), or manufacturer(s).

4 (Port of Shipment _____.)

Number and Description of Packages.	Marks and Numbers.	Weight or Quantity.	Total Value.	Contents.

Dated at _____, this _____ day of _____, 19____. _____ Signature.

Supplementary Certificate to be given by the exporter in cases where the manufacturer of the goods above specified is not himself or by his agent the actual exporter, and is not in a position to furnish the particulars of shipment, &c. (see Note 4 to main certificate).

To be endorsed on the main certificate.

1 Insert the word Partner, Manager, Chief Clerk, or Principal Official, giving rank, as the case may be.

2 Country of manufacture.

3 Port of ultimate destination.

4 Delete in case of goods shipped direct.

5 Address.

I, _____, hereby certify that I am 1 _____ of _____ the exporters of the merchandise specified in the foregoing certificate, and that I am duly authorized to make and sign this certificate on behalf of the said _____.

I have the means of knowing, and I do hereby certify that the merchandise referred to is of 2 _____ manufacture and that such merchandise is to be shipped to 3 _____ vid 4 _____ consigned to _____ at 5 _____.

Port of Shipment _____.

Dated at _____, this _____ day of _____, 19____. _____ Signature.

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

Constituency of the Town of Colombo.

NOTICE is hereby given that the registers relating to the Electoral Districts of the said constituency have been completed, and that such registers are open for inspection at the Town Hall, Colombo, between the hours of 10 A.M. and 2 P.M. on Saturdays, and on other week days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such registers, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

B. G. DE GLANVILLE,

Chairman, Municipal Council, Colombo, Registering Officer
for the Town of Colombo Constituency.

December 3, 1920.

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

Constituency of the European Electorate (Rural).

NOTICE is hereby given that the register relating to the Colombo Electoral District of the said constituency has been completed, and that such register is open for inspection at the Colombo Kachcheri between the hours of 10 A.M. and 2 P.M. on Saturdays, and on other days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

J. G. FRASER,

Government Agent, Western Province, Registering Officer
for the Colombo Electoral District, of the
European Electorate (Rural).

December 1, 1920.

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

Constituency of the European Electorate (Urban).

NOTICE is hereby given that the register relating to the Colombo Electoral District of the said constituency has been completed, and that such register is open for inspection at the Colombo Kachcheri between the hours of 10 A.M. and 2 P.M. on Saturdays, and on other week days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such register or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

J. G. FRASER,

Government Agent, Western Province, Registering Officer
for the Colombo Electoral District of the
European Electorate (Urban).

December 1, 1920.

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

Constituency of the Western Province (Division A).

NOTICE is hereby given that the register relating to the Colombo Electoral District of the said constituency has been completed, and that such register is open for inspection at the Colombo Kachcheri between the hours of 10 A.M. and 2 P.M. on Saturdays, and on other week days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such register or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

J. G. FRASER,

Government Agent, Western Province, Registering Officer
for the Colombo Electoral District of the
Western Province (Division A).

December 1, 1920.

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

Constituency of the European Electorate (Rural).

NOTICE is hereby given that the register relating to the Kandy Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Kandy Kachcheri between the hours of 10 A.M. and 3 P.M. on Saturdays, and on other week days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such register or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

W. L. KINDERSLEY,

Government Agent of the Central Province, Registering Officer
for the Kandy Electoral District of the Constituency
of the European Electorate (Rural).

November 30, 1920.

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

Constituency of the European Electorate (Urban).

NOTICE is hereby given that the register relating to the Kandy Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Kandy Kachcheri between the hours of 10 A.M. and 3 P.M. on Saturdays, and on other week days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

W. L. KINDERSLEY,
Government Agent of the Central Province, Registering Officer
for the Kandy Electoral District of the Constituency
of the European Electorate (Urban).

November 30, 1920.

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

Constituency of the Central Province.

NOTICE is hereby given that the register relating to the Kandy Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Kandy Kachcheri, between the hours of 10 A.M. and 3 P.M. on Saturdays, and on other week days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

W. L. KINDERSLEY,
Government Agent, Kandy, Registering Officer for the
Kandy Electoral District of the Constituency
of the Central Province.

November 30, 1920.

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

Constituency of the European Electorate (Rural).

NOTICE is hereby given that the register relating to the Galle Electoral District of the said constituency has been completed, and that such register is open for inspection at the Galle Kachcheri between the hours of 10 A.M. and 2 P.M. on Saturdays, and on other week days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

R. B. HELLINGS,
Government Agent, Southern Province, and Registering Officer
for the Galle Electoral District of the Constituency
of the European Electorate (Rural).

The Kachcheri,
Galle, December 1, 1920.

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

Constituency of the European Electorate (Urban).

NOTICE is hereby given that the register relating to the Galle Electoral District of the said constituency has been completed, and that such register is open for inspection at the Galle Kachcheri between the hours of 10 A.M. and 2 P.M. on Saturdays, and on other week days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such applications must be made within four weeks from the date of publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

R. B. HELLINGS,
Government Agent, Southern Province, and Registering Officer
for the Galle Electoral District of the Constituency
of the European Electorate (Urban).

Galle Kachcheri,
December 1, 1920.

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

Constituency of the European Electorate (Rural).

NOTICE is hereby given that the register relating to the Jaffna Electoral District of the above said constituency has been completed, and that such register is open for inspection at all reasonable hours at the Jaffna Kachcheri.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

B. CONSTANTINE,
Government Agent of the Northern Province, Registering Officer
for the Jaffna Electoral District of the
European Electorate (Rural).

Jaffna Kachcheri,
November 24, 1920.

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

Constituency of the Northern Province.

NOTICE is hereby given that the registers relating to the Jaffna Electoral District of the above said constituency have been completed, and that such registers are open for inspection at all reasonable hours at the Jaffna Kachcheri.

Any person claiming to have his name inserted in such registers, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

Jaffna Kachcheri,
November 24, 1920.

B. CONSTANTINE,
Government Agent of the Northern Province, Registering Officer
of the Jaffna Electoral District of the Constituency
of the Northern Province.

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

Constituency of the Northern Province.

NOTICE is hereby given that the Register of Voters in the Electoral District of Mullaittivu for the above constituency has been completed, and that it is open for inspection at all reasonable hours at this Kachcheri.

2. Any person claiming to have his name inserted in the register, or, if entitled to do so, objecting to the name of any person appearing therein, should make his application to me.

3. Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

Mullaittivu Kachcheri,
November 23, 1920.

R. M. M. WORSLEY,
Registering Officer.

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

Constituency of the European Electorate (Rural) and Constituency of the Eastern Province.

NOTICE is hereby given that the register relating to the Trincomalee Electoral District of the said constituencies has been completed, and that such register is open for inspection at all reasonable hours at the Trincomalee Kachcheri.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

Trincomalee Kachcheri,
November 30, 1920.

H. M. M. MOORE,
Assistant Government Agent, Trincomalee, Registering Officer
for the Trincomalee Electoral District of the Constituency
of the European Electorate (Rural), and of the
Constituency of the Eastern Province.

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

Constituency of the European Electorate (Rural).

NOTICE is hereby given that the register relating to the Kurunegala Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Kurunegala Kachcheri between the hours of 10 A.M. and 2 P.M. on Saturdays, and on other week days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

December 1, 1920.

C. R. CUMBERLAND,
Government Agent, North-Western Province, Registering Officer
for the Kurunegala District of the Constituency
of the European Electorate (Rural).

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

Constituency of the North-Western Province.

NOTICE is hereby given that the register relating to the Kurunegala District of the said constituency has been completed, and that a copy of such register is open for inspection at the Kurunegala Kachcheri between the hours of 10 A.M. and 2 P.M. on Saturdays, and on other week days between the hours of 10 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of the notices.

C. R. CUMBERLAND,
Government Agent, North-Western Province, Registering Officer
for the Kurunegala Electoral District of the Constituency
of the North-Western Province.

December 1, 1920.

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

Constituency of the European Electorate (Rural).

NOTICE is hereby given that the register relating to the North-Central Province Electoral District of the said constituency has been completed, and that such register is open for inspection between the hours of 10 A.M. and 4.30 P.M. on week days and 10 A.M. and 2 P.M. on Saturdays at the Anuradhapura Kachcheri.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of the notices.

F. G. TYRRELL,
Government Agent of the North-Central Province, Registering
Officer for the North-Central Province Electoral District
of the European Electorate (Rural).

November 29, 1920.

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

Constituency of the North-Central Province Electorate.

NOTICE is hereby given that the register for said constituency has been completed, and that such register is open for inspection between the hours of 10 A.M. and 4.30 P.M. on week days and 10 A.M. and 2 P.M. on Saturdays at the Anuradhapura Kachcheri.

Any person claiming to have his name inserted in any such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of the application, and give an address for the receipt of notices.

F. G. TYRRELL,
Government Agent of the North-Central Province, Registering
Officer for the North-Central Province Electorate.

November 30, 1920.

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

Constituency of the European Electorate (Rural) and Constituency of the Province of Sabaragamuwa.

NOTICE is hereby given that the register relating to the Kegalla Electoral District of the said constituencies has been completed, and that such register is open for inspection at all reasonable hours at the Kegalla Kachcheri.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

A. W. SEYMOUR,
Assistant Government Agent, Kegalla, Registering Officer for Kegalla
Electoral District of the Constituency of the European
Electorate (Rural), and of the Constituency
of the Province of Sabaragamuwa.

Kegalla Kachcheri,
November 29, 1920.

STATEMENT OF ASSETS AND LIABILITIES OF THE COLONY OF CEYLON ON
JUNE 30, 1920.

<i>Deposits.</i>		<i>LIABILITIES.</i>		Amount.		Total.	
				Rs.	c.	Rs.	c.
Widows' and Orphans' Pension Fund	..	..	..	9,217,690	6		
Public Service Mutual Guarantee Association	..	..	..	8,005	75		
Public Service Mutual Provident Association	..	..	..	14,202	72		
Branch Roads Assessment Account	...	..	..	116,465	41		
Land Settlement Account	..	..	..	105,478	77		
Ceylon Savings Bank Account	..	..	..	7,126	44		
Commutation Road Ordinance Account	..	..	..	349,973	50		
Local Loans and Development Fund	..	..	..	221,021	88		
New Currency Account	..	..	..	639,700	35		
Rice Account	..	..	..	3,854,648	72		
Prize Court Account (Registrar, Supreme Court)	..	..	..	483,501	41½		
Do. (Marshal)	..	..	..	261,420	73		
Passage Account	..	..	..	20,308	47		
Pilots' Night Fees Account	..	..	..	2,240	0		
Wrecks Account	..	..	..	822	3		
Treasurer { Suitsors ...	..	Rs. 26,245·35½	}	5,442,135	90½		
Miscellaneous ...	..	Rs. 1,696,780·55½					
Security Deposits	..	Rs. 3,719,109·99					
Local Kachcheries	..	..	..	5,175,971	31½		
						25,920,713	46½

Drafts Unpaid.

Treasury and Local Kachcheries	..	..	..	907,841	20		
Family remittances	..	..	..	254	55		
						908,095	75

Due to Governments and Agencies.

Government of India	..	..	..	1,758,997	57		
Agents, Bombay	..	..	..	7,388	32		
Do. Calcutta	..	..	..	20,378	14		
						1,786,764	3
Ceylon 5 per cent. War Loan (due to subscribers)	..	..	..	—	—	1,576,800	0
Sinking Fund (Local Loans)	..	..	..	—	—	304,674	24
Sinking Fund (Loan to Colombo Municipal Council Drainage Works)	..	..	..	—	—	1,121,818	99
Sinking Fund (Loan to Colombo Municipal Council Water-works)	..	..	..	—	—	221,430	45
Suspense Account	..	..	..	—	—	20,751	61
Surplus	..	..	..	—	—	41,600,270	54½
						73,461,319	8

ASSETS.

<i>Cash.</i>		<i>ASSETS.</i>		Amount.		Total.	
				Rs.	c.	Rs.	c.
Treasurer	15,743,940	10		
Government Agents and their Assistants	2,596,447	57		
Crown Agents' Current Account	87,401	62		
Do. Deposit Account	2,475,000	0		
Madras Bank (Fixed Deposit)	9,500,000	0		
Mercantile Bank (Fixed Deposits)	750,000	0		
National Bank (Fixed Deposits)	750,000	0		
Hong Kong and Shanghai Bank (Fixed Deposits)	250,000	0		
Chartered Bank (Fixed Deposits)	1,250,000	0		
Bank of Madras, Madras (Foodstuffs Account)	453,282	59		
						33,856,071	88

Investments.

Ceylon 4 per cent. Inscribed Stock	..	..	..	782,848	94		
British 5 per cent. War Loan	..	..	..	2,137	50		
						784,986	44
Temporary Loans to Crown Agents	..	..	..	—	—	1,575,000	0

	Amount.		Total.	
	Rs.	c.	Rs.	c.
<i>Loans to Local Bodies.</i>				
Kandy Industrial School	11,947	49		
Kandy Municipal Council	105,402	98		
Galle Municipal Council	268,982	26		
Board of Improvement, Nuwara Eliya	179,617	54		
Board of Health, Central Province	26,786	0		
Do. Province of Sabaragamuwa	8,300	0		
Do. Province of Uva	4,000	0		
Do. Ambalangoda	6,000	0		
Do. Talawakele	12,500	0		
Do. Passara	8,800	0		
Local Board, Badulla	42,745	84		
Do. Bandarawela	59,577	5		
Do. Gampola	28,840	0		
Do. Hatton	15,877	50		
Do. Kegalla	16,000	0		
Do. Matale	13,050	0		
Do. Nawalapitiya	16,179	6		
Do. Puttalam	25,250	0		
Do. Trincomalee	24,500	0		
Do. Moratuwa	35,000	0		
Sanitary Board, Kandy	4,000	0		
Do. Galle	8,000	0		
Do. Matara District	20,000	0		
			939,355	72
Colombo Municipal Council Drainage Works Loan (No. 1 Account)	11,072,980	0		
Colombo Municipal Council Drainage Works Loan (No. 2 Account)	653,856	25		
Colombo Municipal Council (Waterworks Loan)	3,000,000	0		
			14,726,836	25
<i>Due by Governments and Agencies.</i>				
Straits Government	6,596	53		
Federated Malay States Government	23,140	33		
			29,736	86
<i>Advances.</i>				
Public Officers	305,234	33		
Heads of Departments	1,781,507	75		
Treasury Chest Officer	200,000	0		
Post Office Savings Bank	250,000	0		
Riot Damages and Expenses	1,134,194	37		
Postmaster-General's Account	125,715	43		
			3,796,651	88
Remittances in transit (Local Kachcheries)	—	—	283,238	56
Value of Stores in hand	—	—	12,105,888	21
Local Loans Sinking Fund Investment Account	—	—	304,610	99
Colombo Municipal Council Drainage Works Loan Sinking Fund Investment Account	—	—	1,121,818	99
Colombo Municipal Council Waterworks Loan Sinking Fund Investment Account	—	—	213,013	31
Security Deposits and Investment Account	—	—	3,719,109	99
			73,461,319	8

General Treasury,
Colombo, November 12, 1920.

W. W. Woods,
Acting Colonial Treasurer.

Comparative Statement of the Estimated and Actual Revenue and Expenditure of the Colony of Ceylon for the Nine Months ended June 30, 1920.

REVENUE.

	Estimated (as per printed Estimates).		Actual.		Increase.		Decrease.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Customs	13,147,500	0	16,463,448	6	3,315,948	6	—	—
2. Port, Harbour, Wharf, Warehouse, and other dues	1,905,000	0	2,427,510	6	522,510	6	—	—
3. Licenses, Excise, and Internal Revenue not otherwise classified	13,890,000	0	14,822,399	28	932,399	28	—	—
4. Fees of Court or Office, Payment for Specific Services, and Reimbursements in Aid	1,840,125	0	1,982,033	31	141,908	31	—	—
5. Post and Telegraph	738,750	0	1,098,662	5	359,912	5	—	—
6. Government Railways	13,125,000	0	13,255,006	51	130,006	51	—	—
7. Interest	1,192,500	0	1,462,016	46	269,516	46	—	—
8. Miscellaneous Receipts	826,125	0	8,298,243	92	7,472,118	92	—	—
9. Land Revenue	622,500	0	752,695	84	130,195	84	—	—
Total exclusive of Land Sales	47,287,500	0	60,562,015	49	13,274,515	49	—	—
10. Land Sales	375,000	0	675,113	65	300,113	65	—	—
Grand Total	47,662,500	0	61,237,129	14	13,574,629	14	—	—

EXPENDITURE.

	Estimated (as per printed Estimates).		Actual.		Increase.		Decrease.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Personal Emoluments ..	15,395,553	75	14,537,993	76	—		857,559	99
2. Other Charges ..	13,522,506	75	12,983,067	56	—		539,439	19
3. Railway Works Extraordinary ..	4,121,684	25	2,432,268	63	—		1,689,415	62
4. Irrigation Works Annually Recurrent ..	134,250	0	115,747	96	—		18,502	4
5. Irrigation Works Extraordinary ..	291,416	25	128,983	47	—		162,432	78
6. Public Works Annually Recurrent ..	3,597,423	0	3,632,457	87	35,034	87	—	
7. Public Works Extraordinary ..	4,203,975	0	3,343,063	20	—		860,911	80
8. Military Expenditure ..	1,768,719	0	1,550,594	39	—		218,124	61
9. Public Debt ..	4,076,442	0	4,674,396	26	597,954	26	—	
10. Pensions ..	1,375,500	0	1,422,927	69	47,427	69	—	
11. Exchange ..	210,450	0	211,097	34	647	34	—	
12. Miscellaneous Services ..	7,421,997	0	10,951,940	61	3,529,943	61	—	
Total ..	56,119,917	0	55,984,538	74	4,211,007	77	4,346,386	3
Deduct Increase ..	—		—				4,211,007	77
Nett Decrease ..	—		—				135,378	26
13. Expenditure on works charged to Revenue, pending raising of Loan ..	—		152	94				
Grand Total ..	56,119,917	0	55,984,691	68				

General Treasury,
Colombo, November 12, 1920.

W. W. WOODS,
Acting Colonial Treasurer.

Comparative Statement of the Actual Revenue and Expenditure of the Colony of Ceylon for the Nine Months ended June 30, 1919, and 1920.

REVENUE.

	Nine months ended June 30, 1919.		Nine months ended June 30, 1920.		Increase.		Decrease.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Customs ..	13,389,095	38	16,463,448	6	3,074,352	68	—	
2. Port, Harbour, Wharf, Warehouse, and other dues ..	1,960,099	8	2,427,510	6	467,410	98	—	
3. Licenses, Excise, and Internal Revenue not otherwise classified ..	13,518,643	5	14,822,399	28	1,303,756	23	—	
4. Fees of Court or Office, Payment for Specific Services, and Reimbursements in Aid ..	1,881,590	27	1,982,033	31	100,443	4	—	
5. Post and Telegraph ..	965,266	96	1,098,662	5	133,395	9	—	
6. Government Railways ..	12,098,699	96	13,255,006	51	1,156,306	55	—	
7. Interest ..	1,120,119	13	1,462,016	46	341,897	33	—	
8. Miscellaneous Receipts ..	1,755,086	36	8,298,243	92	6,543,157	56	—	
9. Land Revenue ..	637,740	45	752,695	84	114,955	39	—	
Total exclusive of Land Sales ..	47,326,340	64	60,562,015	49	13,235,674	85	—	
10. Land Sales ..	371,006	73	675,113	65	304,106	92	—	
Grand Total ..	47,697,347	37	61,237,129	14	13,539,781	77	—	

EXPENDITURE.

	Nine months ended June 30, 1919.		Nine months ended June 30, 1920.		Increase.		Decrease.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Personal Emoluments ..	13,53	676 96	14,537,993	76	1,003,316	80	—	—
2. Other Charges ..	9,291,979	0	12,983,067	56	3,691,088	56	—	—
3. Railway Works Extraordinary ..	1,265,722	74	2,432,268	63	1,166,545	89	—	—
4. Irrigation Works Annually Recurrent ..	92,697	90	115,747	96	23,050	6	—	—
5. Irrigation Works Extraordinary ..	61,893	89	128,983	47	67,099	58	—	—
6. Public Works Annually Recurrent ..	3,117,784	17	3,632,457	87	514,673	70	—	—
7. Public Works Extraordinary ..	2,041,228	86	3,343,063	20	1,301,834	34	—	—
8. Military Expenditure ..	2,607,722	53	1,550,594	39	—	—	1,057,128	14
9. Public Debt ..	4,667,759	87	4,674,396	26	6,636	39	—	—
10. Pensions ..	1,379,693	29	1,422,927	69	43,234	40	—	—
11. Exchange ..	193,105	73	211,097	34	17,991	61	—	—
12. Miscellaneous Services ..	8,127,539	86	10,951,940	61	2,824,400	75	—	—
Total ..	46,381,794	80	55,984,538	74	10,659,872	8	1,057,128	14
Deduct Decrease ..	—	—	—	—	1,057,128	14	—	—
Nett Increase ..	—	—	—	—	9,602,743	94	—	—
13. Expenditure on works charged to Revenue, pending raising of Loan ..	—	—	152	94	—	—	—	—
Grand Total ..	46,381,794	80	55,984,691	68	—	—	—	—

General Treasury,
Colombo, November 12, 1920.

W. W. WOODS,
Acting Colonial Treasurer.

Comparative Monthly Return of Revenue from October, 1916, to July, 1920.

	1916-17. Rs.	1917-18. Rs.	1918-19. Rs.	1919-20. Rs.
October	5,424,275	6,065,183	4,979,108	7,357,965
November	5,979,053	5,746,166	4,603,495	5,680,297
December	5,950,735	5,097,971	3,680,091	7,865,674
January	6,476,905	5,608,309	7,242,264	7,491,041
February	4,950,043	4,836,838	5,075,981	6,933,963
March	5,537,901	4,994,265	6,376,317	8,403,626
April	4,947,552	5,750,101	5,994,045	5,552,665
May	5,147,201	4,955,270	5,095,323	5,831,981
June	5,058,315	4,867,510	4,650,722	6,113,917
July	5,351,143	5,344,873	7,834,176	6,167,476
August	5,838,302	4,997,198	7,713,113	—
September	6,320,453	5,669,945	6,806,306	—
Total	66,981,878	63,933,629	70,070,941	—

General Treasury,
Colombo, November 25, 1920

BERNARD SENIOR,
Colonial Treasurer.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for services described in the schedule annexed. 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 Supply of Timber for the Harbour Engineer, &c., 1920-21," 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 14, 1920.

5. Tenders are to be made upon forms which will be supplied upon application at the Forest Offices, Batticaloa and Trincomalee, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tender may be treated as informal and rejected.

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond, 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. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

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

contract will be required of the contractor when entering into a bond.

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

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

11. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained.

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

13. 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, objects to after giving due notice in writing.

14. Sleepers and scantlings should be rectangular in form and sawn perfectly parallel on all sides. On no account will squaring of logs, sleepers, or scantlings with an adze or axe be allowed.

15. Sleepers and scantlings should be covered with sawdust or immersed in water, and be invariably placed under shade immediately they are sawn until they can be transported to delivery depôts, where they should be stacked and kept under shade in the manner to be pointed out by the Forest Ranger. The logs should also be similarly stacked and covered until they are shipped.

16. For any further information and for inspection of the draft contract, application should be made to the Assistant Conservator of Forests, Eastern Division, Batticaloa.

Schedule.

(a) To fell 75 ranai trees (more or less) standing in Mahaweli-ganga proposed reserve forest, in the Muthur Range; and bounded on the north by a cut line, on the east by a cart track from Kilivetty to Vellai, on the south by Verugal river, and on the west by Mahaweli-ganga.

(b) To fell 75 ranai trees (more or less) standing in Ambalathukadu, in the Akkarai pattu Range; and bounded on the north by the northern boundary of Akkarai pattu, on the east by Netai-Irrakamam forest, on the south by Pannala-oya, and on the west by Eggelathukadu.

2. To log the trees, bark, trim, transport, and deliver same (a) at Trincomalee harbour, a distance of about 25 miles, and (b) at Tirucovil shipping depôt, a distance of 15 to 35 miles.

3. The top and branchwood of suitable size (*i.e.*, 6 ft. and above in length and 3½ ft. and above in girth), straight and sound, are also to be delivered at the places mentioned in paragraph 2.

4. All other suitable branchwood and top pieces are to be utilized for sawing into broad gauge sleepers of 9 ft. by 10 in. by 5 in., and scantlings in lengths of 10 ft., 14 ft., 18 ft., 19 ft., and over and of the following sizes, *viz.*:—4½ in. by 2 in., 4½ in. by 3 in., 5 in. by 4 in., 6 in. by 3 in., 6 in. by 4 in., 7 in. by 2½ in., 7 in. by 3 in., 8 in. by 4 in., 9 in. by 2½ in., 9 in. by 3 in., 9 in. by 4 in., 10 in. by 2½ in., 10 in. by 3 in., 11 in. by 2½ in., and 11 in. by 3 in., and also suitable outside slabs required by the Department are to be transported to and delivered (a) at the Trincomalee depôt and (b) at Tirucovil depôt.

5. Only such trees as are stamped and marked by the Forest Ranger are to be felled, and no sound trees below 5 ft. in girth and 15 ft. in length will be marked or should be felled.

6. Work to commence on or before January 1, 1921, and the delivery at the shipping depôt should be completed before February 28, 1921.

7. A rate per cubic foot of accepted timber in the log and scantling, and also per broad gauge sleeper and outside slab, should be quoted both in words and figures.

N.B.—The attention of contractors is drawn to by-law No. 9 (a) under section 18 of "The Vehicles Ordinance No. 4 of 1916," which runs as follows:—

"It shall not be lawful for any person to do any of the following acts:—(a) To load a cart with timber or other substance of more than 20 ft. in length without having one end thereof secured to another or sling cart."

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, November 23, 1920. Conservator of Forests.

TENDERS are hereby invited for services mentioned in the schedule annexed below for the supply of sleepers and scantlings during 1920–21. The areas to be exploited for the supplies and further details are given in the schedule.

2. A separate tender should be submitted for each service in the schedule.

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

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

5. Tenders should be marked "Tender for sleeper and scantlings supply, Eastern Division, 1920–21," for services (a) and (b), as the case may be, in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue, not later than midday on December 14, 1920.

6. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, Batticaloa, and also at the Sub-Divisional Forest Office, Trincomalee. No tender will be considered unless it is on the recognized form, alterations must be initialled, otherwise the tender will be treated as informal and rejected.

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

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

9. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond, and all other necessary information, can be ascertained, and the draft contract inspected, upon application at the offices referred to in section 6. A further security in cash of 5 per cent. of the value of the contract will be required of the contractor when entering into a bond.

10. A rate per broad gauge sleeper and also rate per cubic foot or scantlings and rate per outside slab must be quoted, written both in words and figures.

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

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

13. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained.

14. The contractor must not issue a power of attorney to a person whose name is on the defaulting contractors' list authorizing him to carry on the contract. Further, the contractor shall not employ any person whose name is in the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appear to him sufficient, objects to, after due notice in writing.

15. For any further information application should be made to the Assistant Conservator of Forests, Eastern Division, Batticaloa.

General Conditions.

(1) Trees are to be felled within 6 inches from the ground by saw or axe and saw combined.

(2) Only such trees as are stamped and marked by the Forest Ranger are to be felled, and no sound trees below 4 ft. 6 in. in girth will be marked or should be felled.

(3) All suitable dead and hollow trees and branchwood within the forest such as are marked by the Forest Officer, though below 4 ft. 6 in. in girth, should, in addition to all matured sound trees marked by him, be utilized for conversion into sleepers and scantlings, or scantlings alone as

may be directed. Contractors should understand that only such portions of trees as cannot be converted into sleepers may be sawn into scantlings.

(4) Part of logs attacked by funugs or defective parts of logs are not to be sawn into sleepers or scantlings. The sleepers and scantlings should be sawn from sound matured wood free from shakes, cracks, sapwood, and large or loose knots.

(5) Broad gauge sleepers are to be 9 ft. by 10 in. by 5 in. and the sizes of scantlings to be sawn are—

Lengths: 10 ft., 14 ft., 18 ft., 19 ft., and over.
Sizes: *i.e.*, cross section.

In.	In.	In.	In.	In.	In.
4½	by 2	7	by 2½	9	by 4
4½	by 3	7	by 3	10	by 2½
5	by 4	8	by 4	10	by 3
6	by 3	9	by 2½	11	by 2½
6	by 4	9	by 3	11	by 3

(6) Sleepers and scantlings should be rectangular in form and sawn perfectly parallel on all sides. On no account will, squaring of logs, sleepers, or scantlings with an adze or axe be allowed.

(7) Sleepers and scantlings should be covered with saw dust or immersed in water and be invariably placed under shade immediately they are sawn until they can be transported to delivery depôts, where they should be stacked and kept under shade in the manner to be pointed out by the Forest Ranger.

(8) Rejected sleepers or scantlings will not be paid for, and they will lapse to Government as well as all refuse wood in the sleeper operations. The contractor shall have no claim in respect of any materials sold as rejections.

(9) The contractor may be paid a proportionate rate for sleepers and scantlings sawn, but not removed to delivery depôts, in cases when it shall be deemed expedient to do so by the Conservator of Forests up to April 30, 1921.

(10) Payment may be made for sleepers and scantlings accepted by the Assistant Conservator of Forests at delivery depôts.

SCHEDULE REFERRED TO.

Service A.

To fell a sufficient number of palu, milla, and ranai trees standing in Amariyal forest; bounded on the north by Andanku'am, east and south by the Kokulai-arū, and west by the new demarcation line, to convert the trees felled into 1,250 broad gauge sleepers (more or less) and as many scantlings as possible; to transport the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them at Kokulai bay, a distance of 6 miles, as instructed by the Assistant Conservator of Forests, Eastern Division.

Service B.

To fell a sufficient number of palu, milla, and ranai trees standing in Pulmoddai forest; bounded on the north and east by the sea, south by Yan-arū, and west by Andankulam and new demarcation line; to convert the trees felled into 1,250 broad gauge sleepers (more or less) and as many scantlings as possible; to transport the sleepers, scantlings, and any outside slabs required by the Forest Department, stack and deliver them at Pulmoddai, a distance of 5 miles, as instructed by the Assistant Conservator of Forests, Eastern Division.

Note.—The felling operations are to be completed practically by February 28, 1921. Not less than 30 per cent. of sleepers shall have been sawn by end of March, 1921, 70 per cent. by end of April, 1921, and the full number by May, 1921. By end of April, not less than 25 per cent. of the sleepers shall have been transported and stacked at the delivery depôts, by end of May no less than 50 per cent., by end of June, 1921, the full number due on each contract.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, November 23, 1920. Conservator of Forests.

Sale of Minor Forest Produce.

TENDERS are hereby invited for the purchase of the right to collect honey and beeswax from the Crown lands, situated in the districts specified in the appended schedule, during the period commencing on January 1, 1921, and ending on September 30, 1921.

2 The right to collect the produce hereby offered for sale, shall be exclusive of such privileges as villagers have acquired under the provisions of the Forest Ordinance or by usage for their domestic or village requirements.

3 Tenders should be sealed and addressed to the Assistant Conservator of Forests, Northern Division, Jaffna.

4 Tenders should either be deposited in the tender box in the Office referred to in section 3 above or sent by post

5 Tenders should be marked "Tender for purchase of the right to collect honey and beeswax in the Jaffna, Mullaittivu, and Vavuniya Districts" in the left hand top corner of the envelope, and should reach the Office of the Assistant Conservator of Forests, Northern Division, Jaffna, not later than mid-day on Tuesday, December 14, 1920

6 No tender will be considered unless in respect of it all the conditions laid down in this notice have been strictly fulfilled. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

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 agreement, if so required.

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

9 The tenderer whose offer is accepted will be declared the purchaser and he as such purchaser shall deposit with the Assistant Conservator of Forests, Northern Division, Jaffna, the necessary amounts as hereunder:—

In the case of offers up to Rs. 100.—The amount of the offer in full and security Rs. 20 to be deposited within seven days of intimation of acceptance of the offer.

In the case of offers over Rs. 100 and up to Rs. 500.—50 per cent. of the offer and security Rs. 50 to be deposited within seven days of intimation of acceptance of the offer. Balance to be paid within a month of the first payment.

In the case of offers over Rs. 500 and up to Rs. 1,000.—50 per cent. of the offer and security Rs. 75 to be deposited within seven days of intimation of acceptance of the offer. Balance to be paid regularly in two monthly instalments within two months of the first payment.

In the case of offers over Rs. 1,000.—50 per cent. of the offer and security Rs. 150 to be deposited within seven days of intimation of acceptance of the offer. Balance to be paid regularly in three monthly instalments within three months of the first payment.

10 Should any person decline or fail to deposit the amounts on account of purchase together with the approved security as required by clause 9 and to enter into an agreement at the time of first payment in writing with the Assistant Conservator of Forests, the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract.

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

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

13 The Government reserves to itself the right, without question, of rejecting the purchasers employees, and of rescinding the agreement if the above conditions are not adhered to.

14 For any further information and for inspection of the draft agreement, application should be made at the Office of the Assistant Conservator of Forests, Northern Division, Jaffna.

SCHEDULE.

Areas for exploitation—

- the Revenue District of Jaffna; and
- the Revenue District of Mullaittivu and Vavuniya.

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, November 30, 1920. Conservator of Forests.

TENDERS marked on the envelopes "Tender for weighing, removing, and loading into Boats and Carts Salt issued to Purchasers from the Kalpitiya Stores," from January 1, 1921, to December 31, 1921, will be received by the Assistant Government Agent, Puttalam, up to 12 noon on December 15, 1920.

Tenderers are requested to observe the following conditions:—

(a) The rate shall be fixed for 1,000 cwt. to be weighed, removed, and loaded into boats, &c.

(b) Tenderers should be prepared to weigh, remove, and load as much as 1,300 cwt. daily.

(c) A deposit of Rs. 100 shall be made with the tender in any Kachcheri on or before November 25, 1920, to be forfeited if the tenderer fails to enter into a contract within a reasonable time. Kacheheri receipt to be attached to the tender.

(d) Duplicate of tender to be forwarded by post to the Hon. the Controller of Revenue at the same time that the tenderer forwards the original to the Assistant Government Agent.

(e) Tenderers to name an address in Puttalam for delivery of any notices.

For further particulars apply to the Salt Inspector, Puttalam.

Puttalam Kachcheri, S. M. P. VANDERKOEN,
November 30, 1920. for Assistant Government Agent.

SEALED Tenders, marked on the envelopes "Tender for weighing, removing, and loading into Boats and Carts Salt issued to Purchasers from the Nachchikali Stores," from January 1, 1921, to December 31, 1921, will be received by the Assistant Government Agent, Puttalam, up to 1 p.m. on December 15, 1920.

Tenderers are requested to observe the following conditions:—

1. The rate shall be fixed for 1,000 cwt. to be weighed, removed, and loaded into boats, &c.

2. Tenderers should be prepared to weigh, remove, and load as much as 1,200 cwt. daily.

3. A money deposit of Rs. 50 to be made in any Kachcheri on or before November 25, 1920, to be forfeited if the tenderer fails to enter into contract within a reasonable time. The Kacheheri receipt should be annexed to the tender.

4. Duplicate of tender to be forwarded by post to the Hon. the Controller of Revenue at the same time that the tenderer forwards the original to the Assistant Government Agent.

5. Tenderers to name an address in Puttalam for delivery of any notices.

6. For further particulars apply to the Salt Inspector, Puttalam.

Puttalam Kachcheri, S. M. P. VANDERKOEN,
November 30, 1920. for Assistant Government Agent.

SALES OF UNSERVICEABLE ARTICLES, &c.

A SALE of unserviceable articles will be held by public auction on Wednesday, the 8th proximo, at 3.15 p.m., at the General Hospital, Colombo.

Cash to be paid at the fall of hammer.

General Hospital,
Colombo, November 29, 1920.

P. JAMES KELLY,
Medical Superintendent.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended November 27, 1920.

Births.—The total births registered in the city of Colombo in the week were 175 (11 Burghers, 98 Sinhalese, 21 Tamils, 39 Moors, 5 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1920, viz., 295,292) was 31.0, as against 33.1 in the preceding week, 19.3 in the corresponding week of last year, and 21.0 the weekly average for last year.

Deaths.—The total deaths registered were 165, 11 Burghers, 85 Sinhalese, 36 Tamils, 28 Moors, 1 Malay, and 4 Others). The death-rate per 1,000 per annum was 29.2, as against 28.2 in the previous week, 35.6 in the corresponding week of last year, and 27.7 the weekly average for last year.

Infantile Deaths.—Of the 165 total deaths, 39 were of infants under one year of age, as against 48 in the preceding week, 41 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. (a) Eighteen deaths from *Pneumonia* were registered, 8 in Maradana (including 2 deaths of non-residents in hospitals), 4 in Kotahena, 2 in Wellawatta, and 1 each in Pettah, St. Paul's, New Bazaar, and Slave Island, as against 17 in the previous week and 21 the weekly average for last year.

(b) Eight deaths from *Influenza* were registered, 3 in St. Paul's and 1 each in Kotahena, New Bazaar, Maradana (of a non-resident in hospital), Slave Island, and Kollupitiya, as against 5 in the previous week and 11 the weekly average for last year.

(c) Eight deaths from *Bronchitis* were registered,—4 in St. Paul's, 2 in New Bazaar, and 1 each in Maradana and Kollupitiya, as against 1 in the previous week.

2. Eight deaths from *Phthisis* were registered, 3 in Maradana (including 2 deaths of non-residents in hospitals), 2 in New Bazaar, and 1 each in Slave Island, Kollupitiya, and Wellawatta, as against 16 in the previous week and 14 the weekly average for last year.

3. Six deaths from *Enteric Fever* were registered, 3 in Maradana, (including 2 deaths of non-residents in hospitals) and 1 each in St. Paul's, New Bazaar, and Slave Island, as against 2 in the previous week and 5 the weekly average for last year.

4. Five deaths from *Plague* were registered, 3 in St. Paul's and 2 in Maradana, as against 3 in the previous week and 2 the weekly average for last year.

5. Three deaths from *Smallpox* were registered, 1 each in Fort, Pettah, and Wellawatta, as against 1 in the previous week.

6. Eighteen deaths from *Infantile Convulsions* were registered, 15 from *Debility*, 7 from *Diarrhoea*, 3 each from *Dysentery* and *Eatryitis*, 1 from *Worms*, and 62 from *Other Causes*.

7. Twelve cases of *Enteric Fever*, 10 of *Plague*, 6 of *Chickenpox*, 6 of *Measles*, and 2 of *Smallpox* were reported during the week, as against 16, 4, 13, 6, and nil respectively of the preceding week.

State of the Weather.—The mean temperature of air was 77.9°, against 80.0° in the preceding week and 78.9° in the corresponding week of the previous year. The mean atmospheric pressure was 29.867 in., against 29.924 in. in the preceding week and 29.969 in. in the corresponding week of the previous year. The total rainfall in the week was 5.11 in., against 2.70 in. in the preceding week and 3.42 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, November 30, 1920.

FRED. L. ANTHONISZ,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF PANAKURA ESTATES, LIMITED.

The name of the Company is "PANAKURA ESTATES, 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 and acquire Panakura Estate, situated at Kegalla in the Island of Ceylon, in extent 275 acres or thereabouts.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret which may be thought necessary or convenient for the purpose of the Company's business), and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
 - (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (d) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce rubber, coconuts, tea, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (e) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (f) To enter into any arrangement or agreement with Government, or any authorities, and obtain rights, concessions, and privileges.
 - (g) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.
 - (h) To lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g) or (h) for the manufacture and preparation for market of tea, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market rubber, coconuts, plumbago, minerals, tea, and (or) other crops or produce, and to sell, ship, and dispose of such rubber, coconuts, plumbago, minerals, tea, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in rubber, coconuts, tea, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandize, articles, and things of any kind whatever.
 - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of rubber, coconuts, and other products, or any such business on behalf of the Company, or as agents for others and on commission or otherwise.
 - (m) To establish and maintain in the United Kingdom, Ceylon, or elsewhere, stores, shops, and places for the sale of rubber, coconut, tea, coffee, cacao, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (n) 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.
 - (o) 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.
 - (p) 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.
 - (q) 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.
 - (r) 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.
 - (s) 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.
 - (t) To amalgamate with any other company having objects altogether or in part similar to this Company.

- (u) To acquire by purchase in money shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) 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.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) 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.
- (y) 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) 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 1) 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 2) To accept as consideration for the sale or disposal of any lands and real and personal, immovable and movable, estate property and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company, in money or in shares, the shares (whether wholly or partly paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 3) 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 4) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One hundred and Fifty thousand Rupees (Rs. 150,000), divided into Fifteen thousand (15,000) 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.
W. E. V. DE ROOY, Colombo	One
E. G. GRATIAEN, Colombo	One
ROSSLYN KOCH, Colombo	One
J. A. MARTENSZ, Colombo	One
DENZIL KOCH, Colombo	One
GEORGE H. GRATIAEN, Colombo	One
E. L. RAFFEL, Colombo	One
Total Number of Shares ..	Seven

Witness to the above signatures:

G. A. WILLE,
Proctor and Notary.

Dated the 4th day of November, 1920.

ARTICLES OF ASSOCIATION OF PANAKURA ESTATES, 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 "Panakura Estates, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is One hundred and Fifty thousand Rupees (Rs. 150,000), divided into 15,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

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

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company 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 and exercise those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from the Island,

the first registered Shareholder then resident in Ceylon shall vote or give proxies and exercise all such rights and powers as aforesaid.

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

53. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purpose 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 Twenty-five thousand (Rs. 25,000), but the Directors shall not have power to mortgage or hypothecate any of the property of the Company as security for the repayment of such sum or sums of money without the sanction of a General Meeting.

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

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

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

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

GENERAL MEETINGS.

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

59. Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meetings, 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 Meeting 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-fifth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-fifth part of the shares of the Company for the time being subscribed for.

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

78. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him up to ten (10) shares and one vote for every further ten shares.

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 of the Company, but this rule shall not apply to a power of attorney.

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

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

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

Panakura Estates, Limited.

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

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

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

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

DIRECTORS.

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

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

88. As a remuneration for their services, the Directors shall be entitled to appropriate a sum not exceeding Five hundred Rupees (Rs. 500) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. The first Directors shall be William Edward Vandersmagt de Rooy, Hugh Theodore Rosslyr Koch, and Percy Lionel Potger, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

101. Every Director or Officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties except such as happen from his respective wilful act 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 or 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 the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he is concerned or participates in the profits of any contract with or work done for the Company.

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

POWERS OF DIRECTORS.

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

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

106. The Directors shall have power to make, and 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 by 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 acts of the Board which would have been valid if such regulation had not been made.

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

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

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

110. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, who shall attest the sealing thereof.

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

140. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investments 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 purpose, connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

157. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trust 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, or 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 afore-written Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of the 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.

W. E. V. DE ROOY.
E. G. GRATIAEN.
ROSSLYN KOCH.
J. A. MARTENSZ.
DENZIL KOCH.
GEORGE H. GRATIAEN.
E. L. RAFFEL.

Witness to the above signatures:

G. A. WILLE,
Proctor and Notary.

Signed at Colombo this 4th day of November, 1920.

[Third Publication]

MEMORANDUM OF ASSOCIATION OF BOSANQUET & COMPANY, LIMITED.

The name of the Company is "BOSANQUET & COMPANY, 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 carry on as a going concern the business of merchants and commission agents now carried on by David William Watson, Gilbert Barsham Traill, Edmund Twiss Ford Simpson Harvey, and Alfred Churchill Matthew at Colombo, Ceylon, and the goodwill of that business.
 - (b) To carry on the business of planters, cultivators, sellers, and dealers in tea, cacao, rubber, coconut, and other tropical crops, and to manufacture, dispose of, sell, and deal in products of tea, cacao, rubber, coconut, and other tropical crops.
 - (c) To act as directors, secretaries, consignees, and commercial agents of any company or companies carrying on business or owning property or estates of any kind in Ceylon or elsewhere in the East, or to undertake any or all of these duties concurrently.
 - (d) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial, or financial matters.
 - (e) To seek for and secure openings for the employment of capital in Ceylon and elsewhere in the East, and with a view thereto to prospect, inquire, examine, explore, and test, and to despatch and employ expeditions, commissioners, experts, and other agents.
 - (f) To purchase, take on lease, or otherwise acquire, and deal in immovable and movable property of all kinds; and any interests therein, including reversions, mortgages, charges, annuities, patents, licenses, policies, book debts, investments, and claims of everykind.
 - (g) To carry on business as financiers, and to act as financial advisers, and to facilitate and encourage the creation, issue, or conversion of debentures, debenture stock, bonds, obligations, shares, stocks, and securities, and to act as trustees in connection with any such securities, and to take part in the conversions of business concerns and undertakings.
 - (h) To acquire the goodwill, property, and assets, and to assume the liabilities of any other company, partnership, or person carrying on business which this Company is authorized to carry on, and undertake the winding up of any such company or partnership.
 - (i) To manufacture, buy, sell, repair, alter, improve, manipulate, treat, and deal in all kinds of goods, wares, and merchandise, plant, machinery, apparatus, appliances, tools, utensils, products, materials, substances, articles, and things necessary or useful in carrying on any of the above businesses or operations, or usually dealt in by persons or companies engaged therein.
 - (j) To make, build, construct, provide, maintain, improve, carry on, use, and work in any parts of the world, roads, ways, railways, tramways, telegraphs, telephones, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, saw and other mills, hydraulic works, factories, warehouses, boats, and other works and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using, and working the same.
 - (k) To apply for or acquire by purchase or otherwise for the business of the Company in any parts of the world any factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things, British, Colonial, or foreign licenses, concessions, and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company, and to use, exercise, develop, or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
 - (l) To carry on any other business or businesses whatsoever and wheresoever which may, in the opinion of the Board of the Company, be conveniently carried on in connection with any business which the Company is authorized to carry on or calculated, directly or indirectly, to enhance the value of or render profitable any of the Company's properties or rights, and to transact any or every description of agency commission, commercial, manufacturing, mercantile, and financial business.
 - (m) To promote any other Company or Companies for the purpose of acquiring or undertaking all or any of the property, assets, and liabilities of this Company or of advancing, directly or indirectly, the objects or interests thereof, and to take and otherwise acquire and hold shares in any such company or companies, and to guarantee the payment of any debentures or other securities issued by any such company or companies.
 - (n) To purchase, subscribe for, underwrite, take, or otherwise acquire and hold, sell, mortgage, and deal in shares, stock, options, bonds, debentures, debenture stock, or obligations in any other company or corporation, or of any Government or State.

- (o) To amalgamate with or enter into partnership or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concession, or co-operation with any person or company carrying on or about to carry on any business, occupation, or enterprise which this Company is authorized to enter into, undertake, or carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or securities in any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
- (p) To sell, let on lease, exchange, or dispose of, all or any part of the undertaking, property, assets, and rights of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (q) To distribute any of the properties of the Company, whether upon a distribution of assets or a division of profits, among the members in specie or otherwise.
- (r) To draw, make, accept, endorse, execute, and issue promissory notes, bills of exchange, charter parties, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (s) To lend, invest, and deal in moneys of the Company not immediately required in such manner as may from time to time be determined.
- (t) To receive money and securities on deposit at interest or otherwise.
- (u) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by mortgage or charge and/or by the issue of debentures, debenture stock, or other securities, with or without a mortgage or charge upon all or any of the Company's property or assets (either present or future), including its uncalled capital, and to purchase, redeem, and pay off any such securities, and to issue any such securities for such consideration or purpose as may be thought fit.
- (v) To guarantee the payment or performance of any debts, contracts, or obligations, and to accept property on trust, and to act as trustee and executor, administrator, liquidator, receiver, attorney, or director, either gratuitously or otherwise.
- (w) To pay all expenses incident to the formation or promotion of this or any other company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in, or debentures or other securities of, the Company, or in or about the promotion, formation, or business of the Company, or of any other company promoted wholly or in part by this Company.
- (x) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employés or ex-employés of the Company, or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (y) To sell, exchange, improve, manage, develop, lease, mortgage, charge, dispose of, turn to account, or otherwise deal with all or any part of the property, assets, and rights of the Company.
- (z) To procure the Company to be registered or incorporated in the United Kingdom, any British Colony, Protectorate, or Dependency, or in any Foreign State, and to enter into any arrangements with any governments or authorities, supreme, provincial, municipal, local, or otherwise that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (aa) To do all or any of the above things in any parts of the world, and either as principals, agents, trustees, or otherwise, and by trustees, sub-contractors, agents, or otherwise, and either alone or in conjunction with others.
- (bb) To do all such other things as are incidental to or connected with any of the above objects or conducive to the attainment thereof, or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so incidental, connected, conducive, or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the Island of Ceylon or elsewhere; and, further, that the objects specified in each paragraph in this clause shall, except where otherwise expressed in such paragraph, be in nowise limited or restricted by reference to, or inference from, any other paragraph or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into One thousand shares of One thousand Rupees each (Rs. 1,000).

The capital of the Company may be increased or reduced. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
G. A. ATKINSON, Colombo	One
D. W. WATSON, Colombo	One
G. B. TRAILL, Colombo	One
A. C. MATHEW, Colombo	One
H. CREASY, Colombo	One
E. R. WILLIAMS, Colombo	One
F. N. SUDLOW, Colombo	One
Total Shares taken	Seven

Witness to the above seven signatures at Colombo, this 3rd day of November, 1920:

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

ARTICLES OF ASSOCIATION OF BOSANQUET & COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

4. 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 :—

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

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

"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 proxy at any meeting of the Company of which notice specifying an intention to propose such resolution as an Extraordinary Resolution has been duly given.

"These presents" 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" or "Member" means a Shareholder of the Company.

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

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

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

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

"Office" means the Registered Office for the time being of the Company.

"Seal" means the Common Seal for the time being of the Company.

"Month" means a calendar month.

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

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

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

"Dividend" includes bonus.

"Paid up" shall include "credited as paid up."

5. Subject to the preceding Article, any words defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

BUSINESS.

6. The business of the Company may, subject to the provisions of the Ordinance, be commenced as soon as the Board thinks fit.

7. Subject as aforesaid, any branch or kind of business which, by the Memorandum of Association of the Company, or by these presents, is either expressly or by implication authorized to be undertaken by the Company may be undertaken by the Board at such time or times as they shall think fit, and further suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with such branch or kind of business.

8. The Board shall not employ the funds of the Company or any part thereof in the purchase of or in loans upon the security of the shares of the Company.

SHARES.

9. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into One thousand shares of One thousand Rupees (Rs. 1,000).

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

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

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

13. Shares may be registered in the names of a limited company or a firm, and any director of the limited company or partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies, but not more than one director or partner may vote at a time.

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

15. Any 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, other than a firm, of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to or interest in such shares.

17. 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.

18. 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.

19. No Shareholder shall offer his shares as security for any loan or debt without the consent of all the Directors of the Company.

INCREASE OR ALTERATION OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

24. The Company in General Meeting may, by special resolution,—

- (a) Reduce the capital in such manner as such special resolution shall direct, and may, by special resolution, subdivide or consolidate the shares of the Company or any of them.
- (b) Consolidate its shares or any of them into shares of a larger amount than its existing shares.
- (c) By subdivision of its existing shares or any of them, divide the whole or any part of its capital into shares of smaller amount than is fixed by the Memorandum of Association: Provided that in the subdivision of the existing shares the proportion between the amount paid and the amount (if any) unpaid on each share of reduced amount shall be the same as it was in the case of the existing share from which the share of reduced amount is derived.
- (d) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- (e) Reduce its capital in any manner allowed by law.

SHARE CERTIFICATE.

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

26. The certificates of shares shall be issued under the Seal of the Company.

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

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

TRANSFER OF SHARES.

29. Subject to any restriction provided for herein, the shares of the Company may be transferred by transfer in the usual common form. The instrument of transfer of any shares be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

30. The Directors may, in their uncontrolled discretion, without assigning any reason, decline to register any transfer, and in particular the transfer of any share to any person not approved by them or any transfer of shares upon which the Company may be entitled to a lien or any transfer of shares to an infant or person of unsound mind.

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

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

33. A fee not exceeding Rs. 2.50 may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

34. The register may be closed during such time as the Board think fit, not exceeding in the whole twenty-one days in each year.

35. No member of the Company shall, without the consent of a majority of the Directors for the time being, be interested as a shareholder, director, partner, manager, or otherwise in any business which shall be carried on in competition with the Company or shall have interests opposed to those of the Company, and if in the opinion of the majority of the Directors as evidenced by a resolution duly passed by a meeting of the Directors any member shall have committed a breach of this Article, they may serve him with a notice in writing requiring him to retire from or otherwise determine his interest in such concern, and stating that in the event of non-compliance with such requisition within 28 days his shares shall be liable to forfeiture, and unless within 28 days after the service of such notice it shall be proved to the satisfaction of the Directors that such requisition has been complied with, the whole or any of the shares of such member may be forfeited by resolution of the Directors to that effect.

In the event of any Shareholder, being either an ordinary Director* or Manager or other employé of the Company, dying or ceasing to be employed by the Company in any capacity, the Directors may at any time call on such Shareholder or the representatives of such Shareholder to sell the whole or any part of the shares held by such Shareholder at their par value to the Life Directors or such person or persons as they may direct, and should the Life Directors be unable to obtain a purchaser at par then at such value below par as the auditors may declare to be the fair value thereof. Provided always, that if any such person or his representatives shall make default in transferring any such shares the Company may receive the purchase money, and shall thereupon cause the name of the person or persons to whom such sale was directed to be made to be entered in the register as the holder or holders of such shares and shall hold the purchase money in trust for the person or representatives who shall have made such default, and the receipt of the Company for the purchase money shall be a good discharge to the purchaser or purchasers, and after his or their names shall have been entered in the register in pursuance of this Article the validity of the proceedings shall not be questioned by any person. Should any Life Director die or cease to take an active interest in the management of the Company, the shares of such Life Director shall be offered in the first instance by such Life Director or his representatives to his nominee (subject to the approval of the Board), and failing an acceptance, then to the other Life Directors at par or less in terms of last above clause, or to such persons as they may direct at par or less in terms of last above clause, and subject to the proviso therein contained.

TRANSMISSION OF SHARES.

36. In the case of the death of a member, the survivors or survivor, where the deceased was a joint-holder, and the executors or administrators of the deceased, where he was a sole-holder, shall be the only persons recognized by the Company as having any title to his 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.

37. A person entitled to a share in consequence of the death or bankruptcy of a Member shall not be entitled to receive notice of, or to attend or vote at, meetings of the Company, or to receive payment of any dividends or to exercise any of the rights and privileges of a Member, unless and until he shall have been registered as the holder of the shares.

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 upon, a surrender of the shares of Shareholders who may be desirous of retiring from the Company—

- (a) If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued at the rate of nine per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.
- (b) The notice shall name a day (not being less than one month from the date of the notice) on, and a place or places at, which such call or instalment and such interest and expenses as aforesaid are to be paid; the notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
- (c) If the requisition of such notice as aforesaid be not complied with, every or any share or shares in respect of which such notice has been given may, at any time thereafter, before payment of calls or instalments with interest and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.
- (d) Any Shareholder whose shares have been declared forfeited under any of the provisions hereinbefore contained shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at nine per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

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

42. 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 cent. 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 39 hereof shall be redeemable after sale or disposal.

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

44. 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 be in England or elsewhere abroad ninety days' notice shall be allowed him.

45. The nett proceeds of any such sale as aforesaid under the provisions of Articles 39 and 44 hereof shall be applied in or towards the satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be paid to such Shareholder or his representatives.

An entry in the Minute Book under the hands of two of the Directors that the power of sale given by clause 44 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

CALLS.

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

(b) A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article.

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

48. Any sum or premium, which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture, and the like, and all other the relevant provisions of these presents shall apply as if such sum, premium, or instalment were a call duly made and notified as hereto provided.

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

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

MEETINGS.

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

At the first General Meeting accounts for the first six months shall be presented, and at each subsequent General Meeting accounts to the 31st day of December of the preceding year.

52. Subsequent General Meetings shall be held once in every year at such time and place as may be determined by the Directors.

53. The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other Meetings of the Company shall be called Extraordinary General Meetings.

54. Any General Meeting convened by the Board, unless a General Meeting be convened in pursuance of such requisition as is hereinafter mentioned, may be postponed by the Board by notice in writing, and the Meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business convened by the original notice.

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

56. Any requisition so made shall express the object of the Meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company, and may consist of several documents in like form each signed by one or more of the requisitionists. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within twenty-one days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

57. If at any such meeting a resolution requiring confirmation at another meeting, is passed, the Board shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution; and, if thought fit, of confirming it as a Special Resolution; and if the Board do not convene the meeting within seven days from the date of passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the meeting.

58. Any meeting convened by requisitionists as aforesaid shall be convened in the same manner, as nearly as possible, as that in which meetings are convened by the Board.

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

60. Seven days' notice, specifying the time and place of a meeting, and specifying also, in the case of any special business, the general nature of the business to be transacted thereat, shall be given by the Secretary, or other officers of the Company, or any other person appointed by the Board to do so, to such members as are entitled to receive notices from the Company; provided that with the consent in writing of Shareholders a meeting may be convened by a shorter notice and in any manner they think fit. Where it is proposed to pass a special resolution, the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

61. The accidental omission to give notice of any meeting to, or the non-receipt of such notice by, any member shall not invalidate any resolution passed or proceeding had at any such meeting.

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

63. 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.

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

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

66. The Chairman of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding such Meeting, or if he shall refuse to take the chair, or shall retire from the chair, the Shareholders shall choose another Director as Chairman; and if no Director 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.

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

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

69. 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 proceeding and of the proper election of the Chairman.

VOTING AT MEETINGS.

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

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

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

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

74. On a show of hands every member present in person shall have one vote only. In case of a poll every member present in person or by proxy or attorney shall have one vote for every share held by him. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him, but no such resolution shall be deemed to be carried unless passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy or by attorney at any meeting of which notice specifying the intention to propose such resolution has been duly given.

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

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

77. No person shall be appointed a proxy who is not a Shareholder of the Company, and no attorney of a Shareholder, unless he is himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company.

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

79. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor or his attorney, or if such appointor be a corporation, it shall be under the common seal of such corporation.

80. The instrument appointing a proxy with the letter or power of attorney under which it may be signed shall be deposited at the registered office of the Company not less than twenty-four hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

81. Every instrument appointing a proxy shall, as nearly as circumstances admit, be in the form or to the effect following:—

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

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

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

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

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

DIRECTORS.

84. The Life Directors of the Company shall be David William Watson, Gilbert Barsham Traill, Edmund Twiss Ford Simpson Harvey, and Alfred Churchill Matthew, and they shall not retire by rotation, but shall be entitled to remain as Directors for their respective lives, subject to the provisions of Article 91 hereof.

85. The qualification of a Director shall be the holding in his own right of at least five shares in the Company.

The Director shall have power at any time and from time to time to appoint a person as an additional Director, who shall retire from office at the next following Ordinary General Meeting, but shall be eligible for election by the Company at that meeting as an additional Director, provided always that the total number of Directors shall not at any time exceed the maximum hereinafter mentioned.

Notwithstanding the provisions of these Articles, no Director or Directors of the Company shall be appointed so long as there shall be at least one of the Life Directors of the Company remaining as Director without the consent in writing of the Life Directors or Director of the Company for the time being to such appointment having been first obtained.

86. Every Director, except with the consent of the Board, shall devote the whole of his time and attention to the business of the Company.

87. Unless otherwise declared by a General Meeting, the number of Directors shall never be less than two or more than six.

88. As remuneration for their services each of the Director shall be entitled to receive out of the funds of the Company such annual sum as may be determined by the Directors; such remuneration shall be exclusive of any sum paid by salary or remuneration to a Director acting as Chairman, Managing Director, Managing Secretary, or in any other similar capacity.

89. Any Director absent from the Island, except on furlough or with leave from the Board, shall not draw remuneration during such absence.

90. Any casual vacancy occurring in the number of Directors or provisional Directors arising from death, resignation, or otherwise, may be filled up by the Directors, but any person appointed to fill such vacancy shall retain his office so long only as the vacating Directors would have retained the same if no vacancy had occurred, and in any event shall hold office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed, the remaining Director or Directors shall not commit the Company to any new business so long as the number is below the minimum.

91. The office of a Director shall be vacated—

- (a) If he, without the sanction of a General Meeting, accept or hold any other office under the Company except that of Chairman, Managing Director, Managing Secretary, Manager, or Trustee.
- (b) If he become bankrupt, or suspend payment, or compound with his creditors.
- (c) If he engage on his own account in speculative transactions in produce, stocks, or shares without the previous consent of all the other Directors.
- (d) If he absents himself from the meetings of the Company for a period exceeding three months at any one time without the consent of the other Directors.
- (e) If he be found lunatic or become of unsound mind.
- (f) If he be called upon by all the other Directors to resign his office.
- (g) If by notice in writing to the Company he resign his office.

92. Until an entry of the vacating of office by the Director under one of the sections of his Article shall be entered in the minutes of the Board of Directors his acts as a Director shall be effectual.

93. A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager, agent, broker, or otherwise, and no such contract or arrangement or any contract or arrangement entered into, by, or on behalf of the Company with any person, firm, or company of or in which any Director shall be in any way interested, shall be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest, if his interest then exists, or in any other case at the first Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them security by way of indemnity or of security for advances or to a settlement or set off of cross claims, and it may at any time or times be suspended or relaxed by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transaction with such firm or company, shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

POWERS OF THE BOARD.

94. Subject to any agreement to the contrary, the business of the Company shall be managed by the Board, who may exercise all such powers of the Company, and do, on behalf of the Company, all such acts as are within the scope of the Memorandum and Articles of Association of the Company, and as are not by the Ordinances or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to any regulations of these presents, to the provisions of the Ordinances, and to such regulations being not inconsistent with the said regulations as may be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made.

LOCAL MANAGEMENT.

95. The Board may from time to time also provide for the management of the affairs of the Company elsewhere than in Ceylon in such manner as they shall think fit, and the provisions contained in the six next following Articles shall be without prejudice to the general powers conferred by this Article.

96. The Board, from time to time and at any time, may establish any local boards or agencies for managing any of the affairs of the Company in Ceylon or abroad, and may appoint any persons to be members of such local boards or any managers or agents and may fix their remuneration.

97. The Board may appoint any one of their number, or any other person, to be Chairman of any local board, and may lay down such rules and regulations as they may think fit for the conduct of the business of any local board, and may revoke, annul, or vary any such appointment, rules, or regulations.

98. The Board, from time to time and at any time, may delegate to any Managing Director, local board, manager, or agent any of the powers, authorities, and discretions for the time being vested in the Board with regard to the conduct of the business of the Company (other than the powers to make calls and to mortgage the Company's assets), with power to sub-delegate, and may authorize the members for the time being of any such local board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies.

99. Any such appointment or delegation as aforesaid may be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed and may, by letter, telegram, or cablegram, annul or vary any such delegation, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

100. The Board may from time to time and at any time, by power of attorney under the seal, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions, and for such period and subject to such conditions as the Board may from time to time think fit, and any such appointment may (if the Board think fit) be made in favour of any of the Directors or of the members of any one or more of the members of any local board established as aforesaid, or in favour of any company or of the members, directors, nominees, or managers of any company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Board, and any such powers of attorney may contain such provisions for the protection or convenience of persons dealing with such attorneys as the Board think fit. Any such attorneys as aforesaid may be authorized by the Board to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.

BORROWING.

101. The Board may at any time borrow or raise for the purpose of the Company from the Directors, members, or other persons, or any bank, firm, or company, such sums of money, and at such rates of interest as the Board may think proper, and may secure the repayment of such moneys by mortgage or charge, or by debentures or debenture stock, perpetual or otherwise, forming a charge upon the whole or any part of the property, assets, and undertaking of the Company, both present and future, including its uncalled capital for the time being, in such manner and upon such terms and conditions and with such security as the Board shall determine, but so that the amount at any one time owing in respect of moneys so raised, borrowed, or secured, shall not, without the sanction of a General Meeting, exceed the sum of Rs. 150,000. Nevertheless, no lender or person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

ROTATION OF DIRECTORS.

102. At the Ordinary General Meeting in the year 1921 and in each subsequent year, one other than Life Directors shall retire from office, but this provision shall be subject to any agreement to the contrary binding upon the Company. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected.

103. The Director to retire in every year shall be the Director who has been longest in office since their last election. As between Directors of equal seniority, the Director to retire shall (unless such Directors of equal seniority shall agree amongst themselves) be selected from amongst them by lot.

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

105. The Company may, at the meeting at which any Director retires in manner aforesaid, fill up the vacated office of each Director by electing a person thereto. And if at any such meeting the place of a retiring Director is not filled up, the retiring Director shall be deemed to have been re-elected, unless a resolution reducing the number of Directors is passed at the same meeting.

106. No person not being a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for the office of a Director at any General Meeting.

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

108. The Company by an extraordinary resolution may remove any Director before the expiration of his period of office, and may by ordinary resolution appoint another person to be a Director in his stead. The person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

MANAGING DIRECTOR.

109. Subject to any agreement to the contrary, the Board may from time to time appoint one or more of their number to be a Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to his or their period of office, and may from time to time remove any Managing Director and appoint another in his place.

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

111. Subject to any agreement, the remuneration of a Managing Director shall from time to time be fixed by the Board, and may be by way of salary or commission or participation in the profits, or by any or all of those modes, and shall, if so determined by the Board, be in addition to his share of any remuneration payable to the Board or to the Managing Director as one of the Board.

112. A Managing Director may perform such duties and exercise all such powers, authorities, and discretions as are exercisable by the Board (other than the power to make calls and to mortgage the assets of the Company) on such terms and conditions and with such restrictions (if any) as the Board from time to time may direct.

PROCEEDINGS OF THE BOARD.

113. The Board may meet together for the despatch of business at such place and adjourn and otherwise regulate their meetings as they think fit. Two Directors shall form a quorum. A Director may at any time, and the Secretary upon request of a Director, shall convene a meeting of the Board. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have an additional or casting vote, in addition to his vote or votes, as a Director. It shall not be necessary to give any notice of a meeting of Directors to any Director who is absent from Ceylon.

114. All meetings of the Board shall be presided over by a Chairman to be chosen at each meeting by the Directors present at such Meeting.

115. Any question which may arise at any meeting of the Board shall be decided by the votes of the Directors present.

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

117. The Board may delegate any of their powers to committees consisting of such Member or Members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.

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

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

120. If any Director being willing shall be called upon to perform extra services, or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, and shall do so, the Company may remunerate such Director, either by a fixed sum or by a percentage of profits, or otherwise as may be determined by the Board, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

MINUTES.

121. The Board shall cause Minutes to be made in books provided for the purpose—

- (a) Of all appointments of officers made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of any committee of the Directors.
- (c) Of all resolutions and proceedings at all meetings of the Company and of Directors and of committees of Directors.

THE SEAL.

122. The Board shall forthwith procure a Common Seal to be made for the Company, and shall provide for the safe custody of the Seal, which shall only be used pursuant to a resolution passed at a meeting of the Board, or a committee of the Board authorized to use the Seal, and in the presence of two of the Directors or of one of the Directors and the Secretary, who shall sign every instrument to which the Seal is affixed.

DIVIDENDS.

123. Subject as aforesaid, and to the rights of holders of shares issued upon special conditions, and to any arrangement that may be made by the Company to the contrary, and subject as to shares not fully paid up to any special arrangement made as regards money paid in advance of calls, the profits of the Company shall be divisible among the members in proportion to the capital paid up or credited as paid on the shares held by them respectively.

124. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interests in the profits, and may fix the time for payment. Provided always that if shares shall have been issued during the course of a financial year the holder thereof shall, subject to any arrangements made by the Board to the contrary, only be entitled to have paid to him in respect of dividends on such shares a proportionate part of the dividends for such financial year calculated on the proportionate part of the year from the date on which such shares were allotted treating such dividends as earned rateably over the whole year.

125. No dividend shall be payable out of the capital of the Company, and the declaration of the Board as to the amount available for dividend shall be conclusive.

126. The Board may from time to time, without calling any General Meeting, pay to the members on account of the next forthcoming dividend such interim dividend as in their judgment the position of the Company justifies.

127. Any General Meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company, or paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways, and the Board shall give effect to such resolution, and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Board.

128. The receipt of the person appearing by the register to be holder of any shares shall be a sufficient discharge to the Company for any dividend or other money payable in respect of such shares; and where several persons are the joint-holders of a share, the receipt of any one of them shall be a good discharge to the Company for any dividend or other moneys payable thereon.

129. No dividend shall bear interest against the Company.

130. Notice of any dividend that may have been declared shall be given to the members, or sent by post or otherwise to their registered places of address.

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

132. The Board may retain the dividends payable upon shares in respect of which any person is under the Articles relating to the transmission of shares entitled to become a member, of which any person under those Articles is entitled to transfer, until such person shall become a member in respect thereof or shall duly transfer the same.

133. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or in the case of joint-holders to that one whose name stands first on the register in respect of the joint-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 payment of any such cheque or warrant shall operate as a good discharge to the Company in respect of the dividend represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the indorsement thereon has been forged.

134. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Board for the benefit of the Company until claimed.

RESERVED FUND.

135. Before the declaration of a dividend the Board may set aside any part of the nett profits of the Company to create a Reserve Fund, and may apply the same either by employing it in the business of the Company or by investing it in such manner (not being the purchase of or by way of loan upon the shares of the Company) as they shall think fit or place same on fixed deposit in any bank or banks, and the income arising from such Reserve Fund shall be treated as part of the gross profits of the Company. Such Reserve Fund may be applied for the purpose of maintaining or extending the property of the Company, replacing wasting assets, meeting contingencies, forming an insurance fund, or for special dividends or equalizing dividends, or for any other purpose for which the nett profits of the Company may lawfully be used, and until the same shall be so applied, it shall be deemed to remain undivided profit. The Board may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit either to divide or to place to reserve.

ACCOUNTS.

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

137. The books of account shall be kept at the office, or at such other place or places as the Board shall think fit, and no member other than a Director or Auditor or any other officer, clerk, accountant, or other person whose duty requires and entitles him to do so, shall be entitled to inspect the books, accounts, documents, or writings of the Company, except as provided by the Ordinances or authorized by the Board or by a resolution of the Company in General Meeting.

138. A balance sheet shall be made out and laid before the Company at its Annual General Meeting in each year, and such balance sheet shall contain a general summary of the assets and liabilities of the Company. The balance sheet shall be accompanied by a report of the Board as to the amount (if any) which they recommended to be paid by way of dividend or bonus to the members, and the amount (if any) which they propose to carry to reserve. The report and balance sheet shall be signed on behalf of the Board by at least two of the Directors of the Company.

139. A copy of the Directors' report and balance sheet shall, during at least seven days previous to the General Meeting, lie at the office for inspection by the members.

AUDIT.

140. The Company shall, at each Annual General Meeting, appoint an Auditor or Auditors to hold office until the next Annual General Meeting.

141. If an appointment of Auditors is not made at an Annual General Meeting, the Board may appoint an Auditor of the Company for the current year, and fix the remuneration to be paid to him by the Company for his services.

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

143. A person other than a retiring Auditor, or a person recommended by the Board, shall not be capable of being appointed Auditor at an Annual General Meeting unless notice of an intention to nominate that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the Annual General Meeting, and the Board shall send a copy of any such notice to the retiring Auditor, and shall give notice thereof to the members not less than seven days before the Annual General Meeting. Provided that if after a notice of the intention to nominate an Auditor has been so given, an Annual General Meeting is called for a date fourteen days or less after that notice has been given, the notice, though not given within the time required by this Article, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this Article, be sent or given at the same time as the notice of the Annual General Meeting.

144. Ford, Rhodes, Thornton & Co., of Colombo, shall be the first Auditors of the Company, and they shall hold office until the first Annual General Meeting, unless previously removed by a resolution of the members in General Meeting, in which case the members at such meeting may appoint Auditors.

145. The Board may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

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

147. Every Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company, and, as regards books, accounts, and vouchers ordinarily kept abroad, shall be entitled to rely upon copies thereof or extracts therefrom certified by the Company's representatives abroad, and shall be entitled to require from the Board and the office of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors, and the Auditors shall make a report to the members on the accounts examined by them, and on every balance sheet laid before the Company in General Meeting during their tenure of office.

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

149. Any Auditor shall, on quitting office, be eligible for re-election.

NOTICES.

150. Every member shall register with the Company an address in Ceylon to which notices may be sent, and any notice required to be given to such member may be served by the Company upon such member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address.

151. All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such person is named first in the register, and notices so given shall be sufficient notice to all the holders of such share.

152. Any member described in the register by an address not in Ceylon, who shall from time to time give the Company an address of himself or his attorney in Ceylon at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid and save as provided by these presents, no member, other than a member described in the register by an address in Ceylon, shall be entitled to receive any notice from the Company.

153. Any notice required to be given by the Company to the members or any of them, and not expressly provided for by these presents, shall be sufficiently given by advertisement in the *Ceylon Government Gazette*.

154. Any notice, if served by post, shall be deemed to have been served at the time when the letter containing the same is put into a post office situated in Colombo, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into such post office.

155. Where a given number of days' notice or notice extending over any other period is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

156. Any notice or document delivered or sent by post to, or left at the registered address of, any member shall, notwithstanding such member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served on his heirs, executors, and administrators.

157. Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered in the register as the registered holder of such share shall have been duly given to the person from whom he derives the title to such share.

EVIDENCE.

158. 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.

WINDING-UP.

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

(2) If thought expedient, any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association); and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, but in default of any such provision the assets shall, subject to the rights of the holders of shares issued with special rights or privileges or on special conditions, be distributed rateably according to the amount paid or credited as paid-up on the shares; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent any ancillary rights as if such determination were a special resolution.

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

INDEMNITY.

160. The Directors, Managing Director, Managers, Agents, Auditors, Secretary, and other officers or servants for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of heirs, executors, or administrators shall or may incur or sustain by or by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful act, neglect, or default, respectively, and none of them shall be answerable for the acts, receipts, neglects, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any money of the Company may come, or for any defect of title of the Company to any property purchased or for insufficiency or deficiency of or defect of title of the Company to any security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any loss, misfortune, or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

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

G. A. ATKINSON.
D. W. WATSON.
G. B. TRAILL.
A. C. MATTHEW.
H. CREASY.
E. R. WILLIAMS.
F. N. SUDLOW.

Witness to the seven above signatures, at Colombo, this 3rd day of November, 1920:

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

[Second Publication]

MEMORANDUM OF ASSOCIATION OF THE CEYLON TEA GROWERS AND TRADING COMPANY, LIMITED.

1. The name of the Company is "THE CEYLON TEA GROWERS AND TRADING COMPANY, LIMITED."
2. The registered office will be situated in Colombo.
3. The objects of the Company are;—
 - (1) To carry on the business of traders in Ceylon teas and to buy, sell, and to deal in teas of all kinds.
 - (2) To trade, stock, buy, sell, import, export, and deal in rubber, tea, coffee, cinnamon, coconut, citronella oil, essential oils, gums, pulses, and other produce.
 - (3) To carry on business as planters, growers of produce, such as coconut, rubber, tea, cinnamon, coffee, or any other palms, trees, or plants for their nuts, fruits, seeds, leaf, bark, latex, or other yields.
 - (4) To carry on the business of general merchants and dealers of and in foreign and colonial produce, raw or manufactured, and of sellers and buyers, wholesale and retail, of all other articles of merchandise, and to hold licenses for the same whenever necessary.
 - (5) To carry on the business of importers and exporters of general merchandise, charterers of ships and other vessels, carriers, warehousemen, forwarding agents, wharfingers, and dock owners.
 - (6) To appoint agents and representatives in any part of the world to carry on the business of the Company and the Company to hold representations and agencies from millers, merchants, manufacturers, ship-owners, or other person or persons or firm or firms engaged in any business in any part of the world.
 - (7) To carry on the business of commission and general agents and brokers.
 - (8) To make, build, construct, maintain, improve, and carry on in any part of Ceylon, docks, canals, bridges, and other works, and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carry on, using, and working the same.
 - (9) To purchase, charter, hire, build, or otherwise acquire schooners, steam launches, electric launches, flats, barges, cargo boats, with all equipments and furniture, and to employ the same in the conveyance of goods and merchandise of every description and species belonging to the Company or otherwise on the rivers and canals of Ceylon, and also to run vessels to sea to any port or ports whatsoever in India and Ceylon.
 - (10) To manufacture, import, export, buy, sell, exchange, alter, improve, manipulate, prepare for market, and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, substances, materials, and things necessary or convenient for carrying on any of the above-mentioned business or proceedings.
 - (11) To carry on the business of underwriters or insurers of goods, merchandise or other property, and to hold representations or agencies for such firms and to conduct their business.

- (12) To apply for or acquire by purchase or lease or otherwise for the business of the Company in any part of Ceylon; sell, work, develop, and deal in any lands, estates, plantations, or any rights or interests therein, factories, buildings, plant, engines, machinery, patents, patent rights, secret processes or things, British, Indian, Colonial, or foreign licenses, concessions, and the like, conferring any right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use exercise, develop or grant licenses, or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, and investigations that may appear to be likely to benefit the Company.
- (13) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (14) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in Ceylon, and debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any government, public body, or authority, supreme, municipal, or otherwise in Ceylon.
- (15) To acquire any such shares, stocks, debentures, debenture stocks, bonds, obligations, or securities, by original subscription, tender, purchase, exchange, or otherwise, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof.
- (16) To issue debentures, debenture stocks, bonds, obligations, and securities of all kinds, and to frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and to charge and secure the same by trust, deed, or otherwise on the undertaking of the Company or on any specific property or rights, present or future of the Company (including, if thought fit, uncalled capital) or otherwise.
- (17) To take part in the management, supervision, or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents, and to act as the managing agents or managers of any company or undertaking.
- (18) To carry on the business of borrowing, raising, or taking up money, the lending or advancing money on securities and property, the discounting, buying, selling, and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip, and other instruments; and securities, whether transferable or negotiable or not; the acquiring, holding, issuing on commission, underwriting, and dealing with stocks, funds, shares, debentures, debenture stocks, bonds, obligations, and other securities.
- (19) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above, or calculated, directly or indirectly, to enhance the value of, or render profitable, any of the Company's property or rights.
- (20) To lend money either with or without security and generally to such persons and upon such terms and conditions as the Company may deem fit, and to advance money on crops, leases of produce, property, and cultivations of produce.
- (21) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property, or rights.
- (22) To constitute any trusts with a view to the issue of preferred, deferred, or other stocks and securities based on or representing any shares, stocks, or other assets, specifically appropriated for the purpose of any such trust and to settle and regulate and, if thought fit, to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
- (23) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial, or financial matters.
- (24) To give any guarantee in relation to the payment of any debentures, debenture stocks, bonds, obligations, or securities.
- (25) Generally to carry on business as financiers, and to undertake and carry out all such operations and transactions (except the issuing of Policies of Assurance on human life) as an individual capitalist may lawfully undertake and carry out.
- (26) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (27) To establish and support, or aid in the establishment and support, of associations, institutions, funds, trusts, and conveniences calculated to benefit employes or ex employes of the Company or the dependants or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibitions or for any public, general, or useful object.
- (28) To enter into partnership or any arrangement for sharing profits or losses or into any union of interests, joint adventure, reciprocal concession or corporation with any person or persons or company or companies carrying on or engaged in or about to carry on or engage in or being authorized to carry on or engaged in any business or transaction which this Company is authorized to carry on or engaged in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (29) To acquire and undertake, together with the name and goodwill, all or any part of the business, property, and liabilities of any person or company carrying on any business, which this Company is authorized to carry on or possessed of property suitable for the purpose of the Company.
- (30) To enter into any arrangement with any government or authority supreme, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority all rights, concessions, and privileges which the Company may think it desirable to obtain and carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (31) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any immoveable or moveable property and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (32) To sell or dispose of the undertaking of the Company or any part thereof for such considerations as the Company may think fit and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to this Company.
- (33) To promote any company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

- (34) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (35) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem, and pay off any such securities.
- (36) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (37) To undertake and execute any trusts, the undertaking of which may seem to the Company desirable, either gratuitously or otherwise.
- (38) To remunerate any persons or company for services rendered in placing or assisting to place or guaranteeing the placing of any shares in the Company's capital, or any debenture, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the acquisition of the property by the Company, or the conduct of its business.
- (39) To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise. And it is hereby declared that the word "Company" save when used in reference to this Company in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and the intention is that the objects specified in any paragraph of this clause shall, except when otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the members is limited.

5. The capital of the Company is One Million Rupees (Rs. 1,000,000) divided into 1,000,000 ordinary shares of Re. 1 each.

Upon any increase of capital new shares may be issued with any preferential, deferred, qualified, or special rights, privileges, or conditions. Provided always that the rights attached to any share having preferential, deferred, qualified or special rights, privileges, or conditions attached thereto, may be altered or dealt with in accordance with clause 56 of the Articles of Association of the Company, but not otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
JOSEPH L. MOTHA, Colombo	One
A. V. DE SILVA, Colombo	One
ආ. වීරේ, Hikkaduwa	One
C. SAB SENARATNA, Colombo	One
M. DE S. JAYARATNA, Colombo	One
H. MAMOOJEE, Colombo	One
S. S. SENARATNA, Colombo	One
Total Shares taken	Seven

Witness to the above signatures, at Colombo, this 10th day of July, 1920:

FRED. DE SARAM,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE CEYLON TEA GROWERS AND TRADING COMPANY, LIMITED.

It is agreed as follows:—

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

INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

Writing.—“Writing” means printed matter or print as well as writing.

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal Capital.*—The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into One million (1,000,000) shares of Re. 1.

SHARES.

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

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

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

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

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

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

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

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

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

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

INCREASE OF CAPITAL.

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

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

20. *How carried into effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer if not accepted will be deemed to be declined, and after the expiration of such

time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment for any estates or lands or other property purchased or acquired by the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

24. *Certificates to be under seal of company.*—The certificates of shares shall be issued under the seal of the Company.

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

40. *Failing such registration shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder no person shall, within twelve calendar months after such death, be registered as a Shareholder

in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

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

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

CALLS.

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

(b) *Calls, time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article 121.

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

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

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

BORROWING POWERS

57. *Power to borrow.*—With the sanction of a General Meeting, the Board shall be entitled to borrow such 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 shall be binding on the Company and all concerned, and shall be conclusive evidence thereof in all questions between the Company and its creditors.

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

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

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

MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their absence or refusal, a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

The Ceylon Tea Growers and Trading Company, Limited.

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than three nor more than five. In the event of the number of Directors in Ceylon ever being reduced to two, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting, the remaining Directors shall themselves appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act, except for the purpose of appointing another, and if necessary enabling him to be placed on the register of Shareholders.

88. *Their qualification and remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Five hundred Rupees (Rs. 500), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees (Rs. 3,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their office.*—The first Directors shall be Albert Vincent de Silva, Colombo; Joseph Louis Motha, Colombo; Panditage Covis Appuhamy of Hikkaduwa; and Samson Sabaragamuwa Senaratna, Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. *To retire annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 95.

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

92. *Retiring Directors eligible for re-election.*—Retiring Directors shall be eligible for re-election.

93. *Decision of question as to retirement.*—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. *Number of Directors how increased or reduced.*—The Directors, subject to the approval of a General Meeting, may from time to time at any time subsequent to the Second Ordinary General Meeting increase or reduce the number of Directors, and may also, subject to the like approval, determine in what rotation such increased or reduced number is to go out of office.

95. *If election not made, retiring Directors to continue until next meeting.*—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.

96. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the office or by tendering his written resignation at a meeting of the Directors.

97. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director, or with any company or co-partnership of which a Director is a partner, or of which he is a Director, Managing Director, or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement, or transaction by reason only of such Director holding that office, or of the fiduciary relation thereby established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors.

98. *When office of Directors to be vacated.*—The office of Director shall be vacated—

- (a) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs.
- (b) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (c) If he ceases to hold the required number of shares to qualify him for the office.
- (d) If he is concerned or participates in the profits of any contract with, or work done for, the Company.

Exceptions.—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company of which he is a Director, or by his being Agent, or Secretary, or proctor, or by his being a member of a firm who are Agents, or Secretaries, or proctors of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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

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

101. *No contribution to be required from Directors, beyond amount, if any, unpaid, on their shares.*—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.

POWERS OF DIRECTORS.

102. *To manage business of Company and pay preliminary expenses, &c.*—The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors may 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 connection with the placing of the shares of the Company and the purchase, lease, or acquisition of any lands, estates or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

103. *To acquire property, to appoint officers, and pay expenses.*—The Directors shall have power to purchase, take on lease, or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, 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, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reason as they may think proper and advisable and without assigning any cause.

104. *To appoint proctors and attorneys.*—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.

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

106. *To sell and dispose of Company's property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders 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, lands, and effects of the company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands or the sub-lease of the whole or any part or parts thereof 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, assignment, sub-lease, 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.

107. *General powers.*—The Directors 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 the 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, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company and are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of the Ordinance 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 regulation 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. *Special powers.*—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):—

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands of the Company.
- (4) 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, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not 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.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board or any managers or agents, and to fix their remuneration.

- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any Agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of those powers.

PROCEEDINGS OF DIRECTORS.

109. *Meeting of Directors.*—The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they may think fit, and determine the quorum necessary for the transaction of business; until otherwise determined, two Directors shall be a quorum.

110. *A Director may summon meetings of Directors.*—A Director may at any time summon a meeting of Directors.

111. *Who is to preside at meetings of Board.*—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 is present, but if there be a vacancy in the office of Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then, and in that case, the Directors present shall choose one of their number to be Chairman of such meeting.

112. *Questions at meetings how decided.*—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.

113. *Board may appoint committees.*—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 effects as if done by the Board.

114. *Acts of Board or committee valid notwithstanding informal appointment.*—The acts of the Board or of any committee appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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 every person had been duly appointed, provided the same be done before the discovery of the defect.

115. *Regulations of proceedings of committee.*—The meetings and proceedings of such committees shall be governed by the provision 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.

116. *Resolution in writing by all the Directors as valid as if passed at a meeting of Directors.*—A resolution in writing signed by all the Directors for the time being resident in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that not fewer than two Directors shall sign it.

117. *Minutes of proceedings of the Company and the Directors to be recorded.*—The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *videlicet* :—

- (a) Of all appointments of officers and committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of the members of the committee appointed by the Board present at each meeting of the committee.
- (c) Of the resolutions and proceedings of all General Meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors and of the committees appointed by the Board.
- (e) Of all orders made by the Directors.
- (f) Of the use of the Company's seal.

118. *Signature of minutes of proceedings and effect thereof.*—All such minutes shall be signed by the person or one of the persons 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 or one of the persons who shall preside as Chairman at the next ensuing General Meeting, Board Meeting, or Committee Meeting, respectively; 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.

COMPANY'S SEAL.

119. *The use of the seal.*—The seal of the Company shall not be used or affixed to any deed, certificate, or share, or other instrument, except in the presence of two or more of the Directors or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and Secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing for and on behalf of the said firm as such Agents and Secretaries, and in the event of a company registered under the Ordinance being the Agents and Secretaries, being signified by a Director or the Secretary or the duly authorized attorney of such company signing for and on behalf of such company as Agents and Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Agents and Secretaries.

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

127. *Reserve fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may 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 shall think fit, or place the same on fixed deposit in any bank or banks.

128. *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for the payment of accumulated dividends due on the preference share or for equalizing dividends, or for working the business of the Company, or for repairing, or maintaining, or extending the buildings and premises, or for the repair or renewal or extensions of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

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

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

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

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

133. *Notice of dividend; forfeiture of unclaimed dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this clause any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's Bankers for payment within three years shall rank as unclaimed dividends.

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

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

AUDIT

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

153. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any) the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend, or otherwise in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo.

JOSEPH L. MOTHU.
A. V. DE SILVA.
S. S. SENARATNA.
C. S. SENARATNA.
M. DE S. JAYARATNA.
H. MAMOOJEE.
S. S. SENARATNA.

Witness to the above signatures at Colombo, this 10th day of July, 1920:

[First Publication.]

FRED. DE SARAM,
Proctor, Supreme Court, Colombo.

The Pelmadulla Valley Tea and Rubber Company, Limited.

NOTICE is hereby given that the Eleventh 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 Tuesday, December 14, 1920, at 3 P.M.

Business.

(1) To receive the report of the Directors and accounts for the year ended September 30, 1920.

(2) To consider the question of restricting the tea output.

(3) To consider the following motion submitted by Mr. B. A. Thornhill, viz. —

“To consider the past season's working and to effect such changes in the management and control of the Company and its estates as may be considered necessary by the Meeting.”

(4) To elect a Director.

(5) To appoint Auditors and transact any other business that may be duly brought before the meeting.

By order of the Board of Directors,

LEE, HEDGES & Co., LTD.,

Colombo, November 26, 1920. Agents and Secretaries.

The Moheydeen Company, Wellawaya, Limited.

GENERAL Meeting of the Shareholders of this Company will be held, and following special resolution once passed and acted upon, will again be passed in order to validate the same according to the provisions of Ordinance No. 4 of 1861, at 10 A.M., on December 13, 1920, at residence of Mr. K. Abdul Latiff at Dikwella, Moor street.

The Special Resolution referred to.

The affairs of Moheydeen Company, Wellawaya, Ltd., be wound up voluntarily; and

Messrs. T. M. Saiyed Mohammad Alimsaibo and K. Abdul Latiff be appointed Liquidators.

K. ABDUL LATIFF,

A. H. M. ABDULLA ALIMSAIBO,

Dikwella, December 1, 1920. Directors.

The Cavunai Rubber & Tea Estates, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the registered office of the Company, Australia Buildings, Fort, Colombo, on Tuesday, December 14, 1920, at 11 A.M., to consider, and, if thought fit, to pass the following resolution:—

“That the Directors be and they are hereby authorized to raise and borrow for the purposes of the Company, in addition to the sum or sums which may be borrowed by them without the sanction of a General Meeting, in accordance with Article 57, a sum or sums not exceeding in the aggregate Rs. 50,000 at such rate or rates of interest as the Directors shall think fit, and for the purpose of securing repayment of all monies so raised and borrowed with interest as aforesaid to mortgage or charge all or any portion of the Company's property, and to execute and enter into any bonds, mortgages, charges, or other instruments which may be necessary in that behalf.”

By order of the Directors,

CARSON & Co., LTD.,

Colombo, December 1, 1920. Agents and Secretaries.

The Colombo Pharmacy Company, Limited.

NOTICE is hereby given that the Eighth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, No. 27, Upper Chatham street, Colombo, on Friday, December 10, 1920, at 12 noon.

Business.

1. To receive the report of the Directors and accounts for the year ended September 30, 1920.

2. To declare a dividend.

3. To elect a Director.

4. To appoint Auditors for the current year.

5. To donate a sum of Rs. 500 for charity.

6. Any other business.

The Transfer Books of the Company will be closed from December 3 to December 10, 1920.

By order of the Directors,

ARTHUR E. EPHRAIMS & Co.,

Colombo, December 1, 1920. Agents and Secretaries.

The Richlands Ceylon Tea Estates, Limited.

NOTICE is hereby given that the Fifth Annual General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, No. 19, Queen street, Fort, Colombo, on Monday, December 20, 1920, at noon.

Business.

1. To receive the report of the Directors and the accounts for the season ended September 30, 1920.

2. To elect a Director.

3. To appoint Auditors for the current season, 1920-21.

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

The Share Transfer Books of the Company will be closed from December 13 to 20, 1920, both days inclusive.

By order of the Directors,

HENDERSON & Co.,

Colombo, November 30, 1920. Agents and Secretaries.

Auction Sale of (1) Bales of Fibre, Kitul Fibre, Coir Yarn, Hessian Bags, Lubricating Oil, Mattress Fibre, Fibre ready for Baling, &c. (2) Baling Press by Howard Bedford, Complete, Hornsby Oil Engine with all Accessories, 9½ B. H. P. with Baling Press; (3) Fairbank and Avery's Weighing Scales, Fibre Combing Brushes, Furniture, &c.

In the District Court of Colombo.

Insolvency No. 2,992.

UNDER instructions received from the assignee and with authority from the District Court of Colombo, in the matter of the estate of A. H. Ismail, insolvent, I shall sell the following perishable property and fixed plant and machinery and movable property, at Silversmith Street Stores, Colombo, on Saturday, December 4, 1920, commencing at 12 noon, at the spot, as follows:—

1. Six bales fibre, 41 bales fibre, 37 bales fibre, 5 sacks fibre, 12 bales fibre, about 2 bales kitul fibre, 3 bales mattress fibre, a quantity of coir yarn in two lots, quantity of Hessian bags and bag lengths, a small quantity of bristle fibre No. 1, small quantity of kitul fibre, 2 large casks (one full) lubricating oil, mattress fibre ready for baling) about 65 bundles, 60 bundles, 110 bundles, 85 bundles), 48 bundles mattress fibre in bales 60, about 65 bundles coir yarn, 16 bundles No. 1 bristle fibre, 1 quantity bristle fibre, (unheckled), 1 large quantity coir yarn in ballots, 1 large quantity bristle fibre, (unheckled), about 52 bales mattress fibre, about 24 bundles (ready for baling) mattress fibre, 1 small quantity Hessian bags and bag lengths.

2. One man-power baling press (improved boomer press by J. & F. Howard, Bedford).

One complete Hornsby oil engine with all accessories, 9½ B. H. P. with baling press.

3. One Fairbanks' weighing machine and weight capacity 500 lb., 1 rickshaw, 1 small crosscut saw, 1 lot spare combs (fibre), 7 lengths combing benches with combs complete, 1 complete weighing machine, 1 sofa bed, 3 writing tables, 2 teapots, 7 chairs, 1 sleeve chair, 1 washstand, 1 square table, small partition about 16 ft. by 9 ft. with door in centre, 1 clock, 1 wastepaper basket, 1 letterpress 1 bench, about 8 lamps, 1 almirah (contents unknown), office sundries, inkwells, rulers, &c., 8 rows fibre combing benches, 1 weighing machine (W. & T. Avery) capacity 7 cwt., 3 rows fibre combing benches, 1 railway trolley, 4 large iron posts, 1 trolley, 1 barrow.

Catalogues and conditions of sale on application.

Terms strictly cash.

Canal Row, Fort,
Phone 733.

R. G. KOELMAN, Auctioneer,
JENSEN & Co.

Auction Sale of Tea in Chests and Packets of Various Grades, Bags Gram, Bags Damaged Rice, Cardboard, &c.

In the District Court of Colombo.

Insolvency No. 2,992.

UNDER instructions received from the assignee, and with authority from the District Court of Colombo, in the matter of the estate of A. H. Ismail, insolvent, I shall sell the following packages of tea, gram, &c., at Ismail's Dam Street Stores, Colombo, on December 15, 1920, commencing at 1 P.M., at the spot, as follows:—

Thirty-two cases orange pekoe, 80 lb. nett per case; 43 chests orange pekoe (packed in 1-lb. packets) 80 lb. per chest; 10 cases pekoe Souchong, 70 lb. nett per chest (Weywatalawa); 75 chests pekoe, 80 lb. nett; 136 bags gram, about 160 lb. per bag. Back godown: 76 chests pekoe, 80 lb. nett per case; 4 open bores tea, 136 bags gram approximately; 7 chests pekoe, Souchong, 70 lb. nett per case; 8 bags sweepings tea; 137 chests orange pekoe, 80 lb. nett per case, 15 bags damaged rice (only fit for manure). Front store: 47 chests orange pekoe, 90 lb. and 80 lb. per case; 70 chests orange pekoe, 80 lb. per case; 5 half chests tea dust, 80 lb. per chest; 17 chests orange pekoe, 80 lb. per chest; 1 chest pekoe, Souchong, 70 lb.; 76 1-lb. packets tea; 49 1-lb. packets tea; 36 1-lb. packets tea, 5 1-lb. packets tea, half chest loose tea, 4 half chest tea dust, 2 full chests tea dust, 1½ full chest tea dust, 19 chests orange pekoe, 80 lb. per chest; 1 half chest B. O. P. tea, 6 half chest tea dust, 1 half chest ¾ full tea dust, 3 half chests ¼ full tea, 1½ chest pekoe fannings, 1 half chest B. O. P. tea, ¾ full ¼ chest tea dust, ¾ full, 7 half chests tea dust, 82 lb. each nett, 22 by 1-lb. packets tea, 29 by ½ chests tea dust, 67 lb. nett each, 17 by ¼ chests tea dust and fannings, 78 lb. nett each, 10 chests orange pekoe, 80 lb. nett each; 60 chests orange pekoe, 80 lb. nett each; 3 cwt. cardboards.

Catalogues and conditions of sale on application.

Terms strictly cash.

R. G. KOELMAN, Auctioneer,
JENSEN & Co.

Cenal Street, Fort.

Auction Sale.

D. C., Colombo, No. 2,992.

Re Estate of A. H. Ismail, Insolvent.

I AM instructed by K. Ramanathan, Esq., assignee of the above estate, to sell at No. 3, Chatham street, Fort, on Tuesday, December 7, 1920, at 4 P.M., at the spot, the under-mentioned articles, viz.:—

Alicante cigars, Londres, Nuovo Habano, Ne Plus Ultra, Pearl of the Orient, Cortado de La Reina, Elegantes, Infantes, Sumatra, &c., Capstan's Garrick Player's Navy Cut, Waverly Mixture, Indian Plug Tobaccos, &c., Black Cut, Three Castles, Garrick, State Express, Embassy, May Blossom, Gold Flake, Weinberg's, Khedevial, Ismail's Cigarettes, &c., also cupboards, counters, show cases, soaps, toilet powder, &c.

Lists and terms of sale, &c., can be had on application to the undersigned:

H. O. BEVEN,

35, Chatham Street, Fort.

Auctioneer and Broker.

Auction Sale.

D. C., Colombo, No. 2,492.

Re Estate of A. H. Ismail, Insolvent.

I AM instructed by K. Ramanathan, Esq., assignee of the above estate, to sell at No. 3, Chatham street, Fort, on Tuesday, December 7, 1920, at 4 P.M., at the spot the under-mentioned articles, viz.:—

Cupboards, movable show cases, counters, sterling silver cigarette cases, tortoise shell (gold mounted) cigarette cases, metal Albert chains, tobacco pouches, leather cigar cases, stationery, attache cases, Standard fire resisting safe, Remington typewriter, copying stand, electric desk fan, &c.

This sale will follow immediately after the sale of the above.

Lists and terms of sale can be had on application to the undersigned:

H. O. BEVEN,

35, Chatham street, Fort.

Auctioneer and Broker.

Auction Sale.

D. C., Colombo, No. 2,992.

Re Estate of A. H. Ismail, Insolvent.

I AM instructed by K. Ramanathan, Esq., assignee of the above estate, to sell by public auction, at No. 3, Chatham street, Fort, on Tuesday, December 7, 1920, at 4 P.M., at the spot, viz.:—

1. 1 odd lot bottles of Eau-de-Cologne.
2. 1 odd lot ice bags.
3. 1 odd lot inhalers.
4. 1 odd lot stationery and printed forms (all printed for the use of the insolvent firm).
5. Samples of stationery, perfume, haberdashery.

This sale will follow immediately after the sale of above.

H. O. BEVEN,

35, Chatham street, Fort.

Auctioneer and Broker.

Auction Sale.

D. C., Colombo, No. 2,992.

Re Estate of A. H. Ismail, Insolvent.

I AM instructed by K. Ramanathan, Esq., assignee of the above estate, to sell at the Export Warehouse, on Wednesday, December 8, at 12 noon, 8 barrels coconut oil, approximately 8 tons weight, on which charges are payable.

For conditions of sale, &c., please apply to the undersigned:

H. O. BEVEN,

35, Chatham street, Fort.

Auctioneer and Broker.

Auction Sale.

D. C., Colombo, No. 2,992.

Re Estate of A. H. Ismail, Insolvent.

I AM instructed by K. Ramanathan, Esq., assignee of the above estate, to sell at the Wharf, on Wednesday, December 8, at 12 noon, viz.:—

- (1) 5 bales tobacco.
- (2) 1 case flavoring.
- (3) 1 lot tarpaulins.

This sale will follow immediately after the above.

For conditions of sale, please apply to the undersigned:

H. O. BEVEN,

35, Chatham street, Fort.

Auctioneer and Broker.

In the Matter of A. H. Ismail, Insolvent.

D. C. No. 2,992.

THE sale of the motor cars and motor belonging to the above insolvent estate for the 11th instant, is stayed.

35, Chatham street, Fort.

H. O. BEVEN,

Colombo, December 2, 1920. Auctioneer and Broker.

Auction Sale.

D. C., Colombo, No. 2,992.

Re Estate of A. H. Ismail, Insolvent.

I AM instructed by K. Ramanathan, Esq., assignee of the above estate, to sell by public auction, at Jampettah street, on Saturday, December 11, 1920, at 3 P.M., viz.:—

- (1) Chevrolet car (dismantled), cylinder cracked, engine dismantled, No. C 2,958.
- (2) Chevrolet car (in running order), No. C 2,541.
- (3) 36 gallons Mobil-oil.
- (4) 6 gallons petrol.
- (5) 3 tins Mobil oil.
- (6) 1 tin Mobil oil lubricant.
- (7) 6 tins kerosine.
- (8) Weighing machine.
- (9) Motor accessories.
- (10) 19½ bags cotton waste, &c.

This sale follows immediately after the above.

For conditions of sale and further particulars, please apply to—

H. O. BEVEN,

35, Chatham street, Fort.

Auctioneer and Broker.

Public Auction Sale.

In the Matter of the Estate of A. H. Ismail, Insolvent, D. C., Colombo, No. 2,992, Insolvency.

UNDER instructions from the assignee of the above-named estate by virtue of commissions received from the District Court of Colombo, I shall offer for sale by public auction, on Friday, December 17, 1920, at 3 P.M., at the spot, the following valuable properties in Jampettah street of Colombo, viz:—

All that allotment of land, with the buildings thereon bearing assessment No. 45E, and Ward No. 89, situated in Jampettah street, in Kotahena aforesaid; and bounded on the north by the land formerly of Sussey Fernando Paulu Pulle, now of Lucia Nonis, east by the other part of the same garden of Abraham Peter Cassie Chetty and others and premises Nos. 5 to 7B and 46, south by Jampettah street, and on the west by lot No. 6 allotted to John Christophel Fernando (a portion of premises 45 of K. S. Silva); and containing in extent 2 roods and 24 perches, held and possessed under and by virtue of a deed No. 491, dated January 9, 1920, attested by Leslie Mack of Colombo, Notary Public, registered A 128/211, in the Colombo District Land Registry Office.

And at 5 P.M. on the same date, December 17, 1920, at the premises below mentioned, viz:—

All that grass field and high land, with buildings thereon bearing assessment Nos. 8 to 14, and Ward Nos. 2,083 to 2,089, situated at Kotahena in Ward No. 5, within the Municipality and District of Colombo, Western Province; bounded on the north by Skinner's road north, north-east by a portion of this land acquired by the Crown, east by the Crown land and premises bearing assessment Nos. 14 to 18, south by Shoemaker's lane, premises bearing assessment Nos. 18, 8, 7B, 45, 44, 43, 42, and 41, and on the west by the lands of Saviel Rodrigo and Mrs. Gerard; and containing in extent 5 acres 36 16/100 perches, as described in plan No. 441 dated October 31, 1915, and filed of record in partition action No. 41,101, District Court, Colombo, held and possessed under and by virtue of a deed No. 440, dated August 16, 1919, attested by Leslie Mack of Colombo, Notary Public, registered A 134/128, in the Colombo District Land Registry Office.

For terms and conditions of above sales please apply to me:

D. P. TAMPOE,

Licensed and Registered Auctioneer

Phone 107, of Messrs. Charles de Silva & Co.
20, Upper Chatham street.

Auction Sale.

UNDER instructions in testamentary case No. 6,807 I shall sell on Saturday, the 18th instant, at the spot at 12 noon the following property, to wit:—

1. An undivided 1/3 share of Jambugahawatta, situated at Pitipane in the Pallepattu of Hewagam korale, in extent 5 acres and 2 roods, together with an undivided 1/7 of a tiled house standing thereon.
2. An undivided 6/35 shares of Indegahawalakumbura, situated at Pitipane aforesaid, in extent about 4 acres and 25 perches.
3. An undivided 1/98 or 6/245 share of Indegahawalakumbura, in extent about 15 bushels of paddy sowing extent.

For further particulars apply to D. A. J. Coonewardena, Esq., Proctor and Notary, Hulftsdorp, or to me:

S. H. S. JOSEPH,
Registered Licensed Auctioneer.

Auction Sale of Valuable House Properties, &c.

By virtue of a commission issued to me by the District Court in case No. 2,517 of 1920 of Colombo, I shall sell on Monday, the 27th instant, at the respective place and hours mentioned herein, the following properties, to wit:—

At 1 P.M., at the spot.

Premises Nos. 131, 132, 133A, situated at Kotahena street in Kotahena.

At my office No. 1, Ferry street, the following valuable coconut lands in the Negombo District:—

At 3 P.M.

(Subject to a primary mortgage.)

1. All that 1/3 portion of the land called Imbulgahawatta, with the buildings thereon and plantations, situated at Halpe, in extent 3 roods and 29 perches.
2. All those undivided 1/16 part of Millegahakumbura, in extent 1 1/2 beras paddy sowing extent.
3. All those undivided 10/30 share of Kongahawatta, in extent 3 roods.
4. All that undivided 1/16 part of Millegahakumbura, in extent 1 1/2 beras paddy sowing extent.

At 4 P.M.

(Subject to a primary and secondary mortgage.)

All that 1/10th share of Kodumberiyagahawatta, in extent 5 acres.

(Subject to a primary, secondary, and tertiary mortgage.)

All that western portion of the land called Kongahawatta, in extent 1 acre and 3 roods.

For further particulars apply to Messrs. Joseph & Rustomjee, Proctors, or to me:

S. H. S. JOSEPH,
Registered Licensed Auctioneer.

Auction Sale Stayed.

D. C., Colombo.

In the Matter of A. H. Ismail, Insolvent.

No. 2,992, Insolvency.

UNDER instructions received from the assignee, K. Ramanathan, in D. C., Colombo, No. 2,992, insolvency, the following sales have been stayed until further notice:—

- (1) Sale of motor launches.
- (2) Sale of movables at Selby Stores.
- (3) Sale of land, buildings, and movables of Flensburg Mills.
- (4) Sale of movables at Galpotta street Stores.
- (5) Sale of parcel of blue sapphires.
- (6) Sale of office furniture and fittings, &c.
- (7) Sale of jewellery, shop fittings, plate glass show cases, &c.

The following will be sold:—

- (1) All perishables at Selby Stores.
- (2) All perishables at Galpotta Stores.
- (3) All perishables at Flensburg Mills.

Tel. No. 254,
Telga, "Hillside."

F. J. HILLS,
Auctioneer and Broker.

In the Matter of the Insolvent Estate of A. H. Ismail, D. C., 2,992.

THE sale of the estate known as the Mullakande estate, situated at Ratnapura, has been stayed until further orders.

4, Baillie street, Fort.
Phone 289.

A. Y. DANIEL,
of A. Y. DANIEL & SONS.

Auction Sale.

UNDER decree entered in favour of the plaintiff and by virtue of the order issued to me in D. C., Kandy, case No. 27,243, for the recovery of the amount therein stated, I shall sell by public auction on December 18, 1920, commencing at 1 P.M., at Teldeniya, at the office of Notary R. A. F. Jayasinghe, the following properties, viz:—

1. An undivided 1/2 part or share of and in all that field called Goroka-asweddumakumbura of 1 pela paddy sowing extent, situate in Wendaruwa, Welapabala in Palispattu of Lower Dumbara.
2. An undivided 1/2 part or share of and in all that field called Goroka-aswedduma of 1 pela paddy sowing extent.
3. An undivided 1/2 part or share of and in all that field called Gorokakumbura of 5 labas of paddy sowing extent.
4. An undivided 1/2 part or share of and in all that land called Marukonawatta of about 1 nellie of paddy sowing extent.

5. An undivided $\frac{1}{2}$ part or share of and in all that field called Weragollekumbura of 2 pelas of paddy sowing extent.

6. An undivided $\frac{1}{2}$ part or share of and in all that western portion of 1 pela of paddy sowing extent from and out of all that field called Gorokoya of 1 amunam of paddy sowing extent.

7. An undivided $\frac{1}{2}$ part or share of and in all that field called Gorokoya of 2 pelas of paddy sowing extent.

8. An undivided $\frac{1}{2}$ part or share of and in all that field called Weragollekumbura of 1 pela of paddy sowing extent.

9. An undivided $\frac{1}{2}$ part or share of and in all that field called Weragollekumbura of 1 pela of paddy sowing extent, with its appurtenant wanata of about 4 nellies of kurakkan sowing extent.

10. An undivided $\frac{1}{2}$ part or share of and in all that field called Yatiwalatenna of 5 pelas of paddy sowing extent.

11. An undivided $\frac{1}{2}$ part or share of and in all that field called Udadenguwelakumbura of 1 pela of paddy sowing extent.

12. An undivided $\frac{1}{2}$ part or share of and in all that field called Gorokoyakumbura of 1 pela of paddy sowing extent.

13. An undivided $\frac{1}{2}$ part or share of and in all that land called Weragollehena of 1 amunam of paddy sowing extent.

14. An undivided $\frac{1}{2}$ part or share of and in all that land called Konedadarawatta of 2 chundus and $\frac{2}{3}$ of a chundu in kurakkan sowing extent, all situate at Wendaruwa, in Welapahala in Palispattu of Lower Dumbura.

No. 11, Colombo street,
Kandy, November 22, 1920.

A. H. DE SILVA,
Auctioneer and Broker.

Auction Sale of Property at Gintota under Partition Decree.

BY virtue of a commission issued to me by the District Court of Galle, in partition case No. 15,624 of the said court, I shall sell on Monday, January 17, 1921, at 1 P.M., at the spot, all that defined lot No. 6 of the land called Adadawawatta, Hembadurahunuge Anthony-padinchippana Arakabella, situated at Gintota-Welipiti-modera, within the Four Gravets of Galle; and bounded on the north by lot No. 5 of the same land, east by Gansabhawara road to Galle, south and west by Delgahaowita; and containing in extent 19 $\frac{5}{6}$ perches as per plan No. 626 dated April 22, 1918, made by Mr. A. J. D. Miaso, Surveyor, and filed of record.

The sale will first take place among the co-owners at the appraised value and, if not bidden for or purchased by any co-owner the said premises will immediately thereafter be sold to the highest bidder among the public, in terms of Ordinance No. 10 of 1863.

Further particulars from H. de S. Kularatne, Esq., Proctor, Supreme Court, and Notary Public, Galle, and Ambalangoda.

Ambalangoda, November 23, 1920.

W. KODIKARA,
Commissioner.

Sale by Auction of Property at Ambalangoda, under Partition Decree.

BY virtue of a commission issued to me by the District Court of Galle in partition case No. 16,783 of the said court, I shall sell on Saturday, January 15, 1921, at 3 P.M., at the spot, the property following, to wit:—

All that the land called Welbodawatta alias Kudaralagewatta, together with the buildings and plantations thereon situated at Karetakanda in Ambalangoda; and bounded

on the north by Amangilihewa Jusepadinchiwaun Karetakandewatta, east by Degodaralahamigewatta, south by Degodaralahamygewela and Godaudawatta, and west by Mahakarettakandewatta; in extent 2 roods 22 $\frac{5}{8}$ perches as per plan No. 205 dated September 5, 1919, made by Mr. S. Warusavitane, Surveyor, and filed of record.

The sale will take place in three blocks firstly among the co-owners at the appraised value, and if not bidden for or purchased by any co-owner the said premises will immediately thereafter be sold to the highest bidder among the public.

Further particulars from H. de S. Kularatne, Esq., Proctor, Supreme Court, and Notary Public, Galle and Ambalangoda, or from me:

Ambalangoda.

W. KODIKARA,
Auctioneer and Broker.

Auction Sale under Mortgage Decree.

In the District Court of Jaffna.

UNDER decree entered and by virtue of an order issued to me in case No. 14,915, D. C., Jaffna, I shall sell by public auction, on Friday, December 17, 1920, commencing at 2 P.M. at the spot, the following property declared bound and executable for the recovery of the principal, interest, and costs of suit, viz.:—

Land situated at Anaikkottai, called Tillankulam, and other parcels, in extent 43 lachams p. c., with its appurtenances; and bounded on the east by the property of Tiruvenkadavally, wife of Sithamparanatha Chettiar, north by old road, west by the properties of Murugasar Sinnatamby and Kamalam, wife of Arunasalam, and on the south by the property of Pasupathi Chettiar Nadarasa Chettiar.

Jaffna, November 19, 1920.

R. KANTAIYAH,
Commissioner.

Auction Sale under Mortgage Decree.

In the District Court of Jaffna.

UNDER decree entered and by virtue of an order issued to me in case No. 15,157, D. C., Jaffna, I shall sell by public auction, on Saturday, December 18, 1920, commencing at 10 A.M., at the spot, the following property declared bound and executable for the recovery of the principal, interests, and costs of suit, viz.:—

Land situated at Copay south, called Siraimeddankadavallam, Siraimeddankadavallam, in extent 10 lachams varagu culture, with its appurtenances; and bounded on the east by road, north by lane belonging to Suppar Kandiah and others, and property of Konan Sinnaddy and others, west by the property of Sapapathy Supper and others, and on the south by the property of Sinnatamby Suppramaniam.

Jaffna, November 19, 1920.

R. KANTAIYAH,
Commissioner.

Cancellation of the Power of Attorney.

NOTICE is hereby given that the power of attorney dated Kalankudiyiruppu, March 21, 1918, granted by Hassan Muthu Kathija Beebee, daughter of the late Mahamad Abubaker Kachi Mahomed in favour of P. K. M. Oma, Abdul Kadar Marikar, son of P. Kadar Sahib Maraikar, is cancelled.

APPLICATION FOR FOREIGN LIQUOR LICENSES, &c.

I hereby give notice that I have on September 20, 1920, applied to the Government Agent, Central Province, for the licenses shown in the schedule hereto annexed for the licensing period ending September 30, 1921.

Schedule referred to.

Name and address of applicant: Henry Richard de Silva Tillekeratna of Fort Land estate, Kaduganawa.

Description of license or licenses applied for: Retail of license.

State whether application is for renewal of existing license or for a new license: New license.

Situation of premises to be licensed: House No. 81, Colombo-Kandy road.

November 23, 1920.

RICHARD TILLEKERATNA

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages having been left behind in Koehchikade Warehouse beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on January 4, 1921, at 1 P.M. Goods must be cleared on or before January 7, 1921:—

Date.	Vessel.	From.	Marks.	Quantity and Description of Goods.
July 7	ss. Upada	Bombay	Nil	2 bundles dates (empty)
14	ss. Ozarda	do.	H upon H O upon small	1 bag rice
18	ss. Hydra	Bangkok	Nil	2 pieces scantlings
16	ss. Gorala	Bombay	S S upon S P	1 bag turmeric
16	do.	do.	V C upon S P	1 bag flour
16	do.	do.	V R upon A M J	1 bag flour
22	ss. Skuld	do.	H A G	1 bundle dates (empty)
August 25	ss. Manora	Calcutta	P M	1 bundle cured fish

H. M. Customs,
Colombo, November 25, 1920.

A. N. STRONG,
for Principal Collector.

Statement showing the Importation of Rice into the various Ports of Ceylon during the Week ended November 27, 1920.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Tuticorin	13
Shipped from the Port of Colombo.		15

H. M. Customs,
Colombo, November 30, 1920.

H. A. BURDEN,
for Principal Collector.

Grant-in-Aid Training Schools and Vernacular Teachers' Certificate Examinations, 1920.

THE passes awarded to candidates K. D. Roslin Nona, Sister M. Edith, and Sister M. Prasade, under index numbers 1142, 1205, and 1207, as published in the *Ceylon Government Gazette* No. 7,139 of November 5, 1920, are hereby cancelled. The index number of K. D. Roslin Nona is 1141, and the results of her examination appear on page 2707 of the *Gazette* No. 7,141 of November 12, 1920.

The following additional results should be inserted in the third column on page 2707 of the *Gazette* No. 7,141 of November 12, 1920:—

Index No.	Arith. No.	Arith. metic.	Geo. graphy.	Needle-work.	Total.
1142..	p	p	p	—	p
1205..	p	p	p	—	p
1207..	p	p	p	—	p

Candidates Nos. 1142, 1205, and 1207 are allowed, in terms of Circular No. E 25 of April 8, 1920, to sit for the examination in Needlework alone to qualify themselves for Teachers' Certificates.

Education Office,
Colombo, November 23, 1920.

EDWIN EVANS,
Acting Director of Education.

Change of Management.

NOTICE is hereby given that Rev. R. F. Pereira has been appointed Manager of the School mentioned below in place of Rev. G. B. Ekanayaka:—

School referred to.

C/Mattakulia Mixed English School.

Education Office,
Colombo, November 25, 1920.

EDWIN EVANS,
Acting Director of Education.

Change of Management.

NOTICE is hereby given that Rev. C. E. T. Wills has been appointed Manager of the School mentioned below in place of Rev. G. B. Ekanayaka:—

School referred to.

C/Cathedral Girls' School, Mutwal.

Education Office,
Colombo, November 25, 1920.

EDWIN EVANS,
Acting Director of Education.

Change of Management.

NOTICE is hereby given that W. A. de Silva, Esq., has been appointed General Manager of all the Schools under the Buddhist Theosophical Society in place of Dr. C. A. Hewavitarne.

EDWIN EVANS,
Education Office,
Colombo, November 25, 1920.

Acting Director of Education.

Change of Management.

NOTICE is hereby given that Rev. Father A. Gunawardena, O.S.B., has been appointed Manager of the Schools mentioned below in place of Rev. Father D. B. Regno, O.S.B.:—

Schools referred to.

Gampola St. Joseph's Girls' English School.
Gampola St. Gabriel's Boys' English School.

EDWIN EVANS,
Education Office,
Colombo, November 25, 1920.

Acting Director of Education.

B D/Kahagolla Private Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. M. Joseph for a grant in aid of his B D/Kahagolla Private Vernacular Mixed School, which is situated in Badulla District of the Province of Uva.

Observations will be received not later than December 22, 1920.

EDWIN EVANS,
Education Office,
Colombo, November 25, 1920.

Acting Director of Education.

C/St. John's Boys' and Girls' Vernacular Schools.

NOTICE is hereby given that an application has been received from the Rev. Father J. Jamosys, O.M.I., for the conversion of his C/St. John's Boys' and Girls' Vernacular Schools, which is situated in the Colombo District of the Western Province, into a Mixed School.

Observations will be received not later than December 22, 1920.

EDWIN EVANS,
Education Office,
Colombo, November 25, 1920.

Acting Director of Education.

Sale of Timber.

AN auction sale of the under-mentioned logs lying at Jaffna Customs premises will be held on the spot by the Assistant Conservator of Forests, Northern Division, on Monday, December 13, 1920, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers 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 or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

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

4. Measurements as recorded by the Assistant Conservator of Forests must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements and to represent any differences promptly.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchaser until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the re-sale, while if an enhanced price is realized at such re-sale, he shall however, have no claim to the profit which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

8. Further particulars can be obtained from the Forest Office, Jaffna.

List of Logs.

	Cub. Contents.
	Ft.
47 satinwood	474
43 margosa	381
90	

Office of the Conservator of Forests, H. F. TOMALIN,
Kandy, November 25, 1920. Conservator of Forests.

Lease of 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 Friday, December 17, 1920, the lease of the produce of the trees on the under-mentioned land for one year from January 1, 1921, 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 Kirillapane.

The Kachcheri, J. D. PHILLIPS,
Colombo, November 27, 1920. for Government Agent.

Lease of Crown Lands.

NOTICE is hereby given that the Government Agent of the Western Province will receive tenders for the purchase of the lease of the under-mentioned Crown lands, situated at Pamunugama and Bopitiya, together with the buildings thereon, if any, for a period of two years from January 1, 1921.

The tenders which must be in sealed envelope, will be received at the Colombo Kachcheri until 12 noon, on Friday, December 17, 1920, 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 first year's rent shall be paid in full on the day of sale, and the second year's rent shall be paid on or before October 31, 1921.

3. The purchaser will be entitled to cultivate and take the produce of the land and to the occupation of the buildings standing thereon, if any.

4. The purchaser or his workmen shall not cut down any trees or interfere with any existing fence, boundary, or any buildings.

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 keep the land clean and in good order, pay all rates and taxes, and comply with Sanitary Board or Village Committee 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 two months' 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. The purchaser shall not allow the coconut trees to be tapped for fermented or sweet toddy.

10. If the whole or any portion of the premises is required by Government before the expiry of the lease, such whole or portion thereof shall be surrendered on two months' 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.

11. 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.

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

The Kachcheri,
Colombo, November 27, 1920.

J. G. FRASER,
Government Agent.

Lands referred to.

Name of Land.	Situation.	Extent.	
		A.	R. P.
Belrue	Pamunugama	4	2 37
Kudaluwilakumbura	Bopitiya	5	1 16
Mahaminiyakanatta, Gorakagahawatta	Bopitiya	4	2 26

An Ordinance to make Provision for the Transfer to the Imperial Bank of India of the Undertaking and Property of the Bank of Madras.

THE following is a statement of the general nature and objects of the proposed Ordinance:—

The Indian Legislature has, by The Imperial Bank of India Act, 1920, provided for the constitution of a Bank to be called The Imperial Bank of India, which is to take over and conduct the business now carried on by the Presidency Banks of Bengal, Madras, and Bombay. The Act is to come into force on a day to be appointed by the Governor-General of India in Council. On that day the Bank of Madras will cease to exist, and its whole undertaking will be transferred and vested in the Imperial Bank of India. The Indian Act makes the necessary provisions for this transfer, so far as India is concerned; but the Bank of

Madras has a branch in Ceylon and owns property in Ceylon, and it is necessary to make provision by an Ordinance for the transfer of the undertaking of the Bank of Madras in Ceylon to the Imperial Bank of India when it comes into existence.

Colombo, December 2, 1920.

Hoof Disease.

WHEREAS hoof disease has broken out in the villages of Dampahala and Urubokka, in Morawak korale of the Matara District: I do hereby declare, in terms of the provisions of section 5 of Ordinance No. 25 of 1909, that the said villages of Dampahala and Urubokka, the boundaries of which are given below, are infected areas.

This declaration shall take effect from this date.

Boundaries.

North by the village limits of Kiripitiya and Ginneliya.
East by the district boundary of Hambantota.
South by the district boundary of Hambantota, and the village limits of Bengamuwa.
West by the village limits of Bengamuwa and Kiripitiya

Matara Kachcheri, W. L. MURPHY,
November 24, 1920. Assistant Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in all the villages within the Tangalla Vidane Arachchi's division in West Giruwa pattu of the Hambantota District: I do hereby declare in terms of the provisions of

section 5 of Ordinance No. 25 of 1909, that the area included within the following boundaries is an infected area.

This declaration shall take effect from November 29, 1920.

Boundaries.

North.—Village limits of Nalagama, Vitaranadeniya, Pattiapola, Netolpitiya, and Kahandawa.

East.—The sea.

South.—The sea.

West.—Village limits of Kadurupokuna, Polommaruwa, and Nalagama.

Hambantota Kachcheri, A. P. BOONE,
November 29, 1920. Assistant Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the neighbourhood of Halmillakotuwa palata in Baladora korale in Dewamedi hatpattu, in the District of Kurunegala, North-Western Province: I do hereby declare in terms of sub-sections (1) and (2) of section 6, of the Ordinance No. 25 of 1909, that the said palata, the boundaries of which are specified is a "protective zone."

Boundaries referred to.

North: Kobeigama palata.
East: Baladora palata.
South: Tissawa and Giratalane korales.
West: Giratalane korale.

Kurunegala Kachcheri, C. R. CUMBERLAND,
November 30, 1920. Government Agent.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORT FOR THE MONTH OF OCTOBER, 1920.

EASTERN PROVINCE.

BATTICALOA DISTRICT.

Paddy: sowing of munmari paddy is not yet over. Reaping of the second kalavellamai harvest and ethalai crops has been going on in some pattus.

Dry grain and other chenai crops: nil. Chena cultivation is over.

Coconuts: prospects satisfactory.

Prices of staple products: paddy, Re. 1.60 to Rs. 2.10 per bushel; kurakkan, Re. 1.60 to Rs. 2.88 per bushel; Indian corn, Re. 1.60 to Rs. 4 per bushel.

Rainfall: 3.95 in. in 1919; 5.37 in. in 1920.

Health of people: satisfactory. Dysentery and fever prevail in some parts.

Health of cattle: satisfactory.

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

Closing of Toddy Taverns.

NOTICE is hereby given that it is proposed to close the toddy taverns specified in the schedule below from October 1, 1921.

2. I shall be prepared to receive any written representation up to January 28, 1921, on which date at the Matale Kachcheri between the hours of 2 P.M. and 2.30 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such taverns.

Matale Kachcheri,
November 27, 1920.

C. HARRISON-JONES,
Assistant Government Agent.

Schedule.

Toddy tavern No. 8, within the limits of Aluvihare wasama.
Toddy tavern No. 15, within the limits of Kaduwela wasama.
Toddy tavern No. 16, within the limits of Muwandeniya wasama.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION.—Walawe-ganga Right Bank Scheme Irrigation Works, Southern Province.

SPECIFICATION amending and supplementing the specification of lands capable of irrigation by Walawe-ganga Right Bank Irrigation Scheme, published in *Government Gazette* No. 6,615 of March 13, 1914. Specification published in *Government Gazette* No. 6,615 of March 13, 1914, in so far as it relates to lands herein published is hereby cancelled.

Rate in perpetuity at Re. 1 per acre per annum.

Lot numbered 4c in the Specification for the above works, published in "Government Gazette" No. 6,615 of March 13, 1914, is hereby cancelled, and the following Lots substituted.

Block survey preliminary plan 464.—Mamadala village.

Preliminary plan 4,585. Name of allotment of land or field—Deberagasellebima.

No.	No. of Lot or Survey Reference.	Name of Owner.	Extent.	Corresponding Lot in Specification published in <i>Government Gazette</i> 6,615 of March 13, 1914.		Area ex-empted.	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.					A. R. P.	Rs. c.	Rs. c.
1816..	C	G. P. Abraham Silva ..	145 0 2	4c	Rs. c.	18 1 8	18 30	—	Rs. c.	
1817..		Don Sarnel Wiraratne ..	54 1 20½							145 1
1818..		W. G. M. M. Jasohamy ..	9 0 10½							54 38
1819..		W. G. M. M. Mathias Appu ..	4 2 5½							9 7
1820..		W. G. M. M. Appu Sinno ..	4 2 5½							4 53
									132 82*	
									49 80*	
									8 30*	
									4 15*	
									4 15*	

Lot numbered 323 in the Specification for the above works, published in "Government Gazette" No. 6,615 of March 13, 1914, is hereby cancelled, and the following Lot substituted. Half of this Lot appeared exempted, as that portion contained a house. The house has now been pulled down, and the Lot is irrigable.

Block survey preliminary plan 466.—Tawaluvila village.

Preliminary plan 5,833. Name of allotment of land or field—Veherayaya.

1821..	14299..	D. N. W. Dissanayaka ..	1 3 5	3 28	1 78	—	—	—	1 78
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Rate in perpetuity at Re. 1 per acre per annum.

Amendment.—The following Lots appeared exempted on the ground that they were Residential Lots in Specification published in "Government Gazette" No. 6,615 of March 13, 1914. They have subsequently been found to be irrigable.

Block survey preliminary plan 466.—Tawaluvila village.

Preliminary plan 5,833. Name of allotment of land or field—Kongahawatta.

1822..	14297..	Koperahewage Luwishamy ..	1 3 31	3 26	1 94	—	—	—	1 94
1823..	14298..	Do ..	0 0 12	3 27	0 8	—	—	—	0 8

Rate in perpetuity Re. 4 per acre per annum, revisable at any time.

Supplementary.—The following is an addition to the Specification published in "Government Gazette" No. 6,615 of March 13, 1914.

Block survey preliminary plan 454. Udakanuketiya village.

1824..	1r	Don Janoris Abeywikrema ..	4 3 39	—	19 97	2 0 22	8 55	—	11 42†
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Abstract of Walawe-ganga Specification amended up to September 9, 1920.

Block survey Preliminary Plan.	Village.	Total Extent.			Extent of Private Land.			Exemptions.						Total Amount of Exemptions. Rs. c.	Total Amount recoverable. Rs. c.	
		A.	R.	P.	A.	R.	P.	Crown Lands.		Private Lands.		Total Exemptions.				
463	Pallerote	388	2	13	202	0	3	186	2	10	202	0	3	388	57	—
464	Mamadala	1,801	0	32	1,228	1	8	572	3	24	189	1	2	762	17	1,039 7
465	Beminiyanwila	2,838	2	29	2,205	0	31½	633	1	37½	226	0	37	859	71	1,979 14
466	Tawaluvila	1,846	2	36	936	2	18	910	0	18	533	0	16½	1,443	76	403 59
468	Welipatanwila	829	1	19	288	3	11	540	2	8	288	3	11	829	49	—
467	Lunama	1,618	1	29	200	0	31	1,418	0	38	40	3	3	1,459	16	159 47
462	Ethotuwa	57	0	23	57	0	23	—	—	—	—	—	—	—	—	57 14
460	Minietiliya	1,846	1	35	1,241	2	8	604	3	27	92	0	32	697	16	1,149 58
459	Kivula	94	3	31	53	3	1	41	0	30	47	1	17	88	60	6 41
457	Kalametiya	47	0	21	—	—	—	47	0	21	—	—	—	47	13	—
453	Mulana	2,334	1	1	124	0	25	2,210	0	16	69	3	19	2,279	97	54 29
461	Medadeniya	79	0	6	66	0	14	12	3	32	4	1	8	17	29	61 78
454	Udakanuketiya	861	2	27	227	1	17	634	1	10	8	3	28	649	65	227 0
455	Pallekanuketiya	1,547	2	36	216	0	24	1,331	2	12	78	2	34	1,410	38	137 45
469	Hatagala	128	2	31	81	2	31	47	0	0	32	2	13	79	59	49 12
458	Hivulgala	576	0	13	182	1	26	393	2	27	14	3	14	408	52	167 52
		16,896	0	22	7,311	1	31½	9,584	2	30½	1,828	3	37½	11,421	15	5,491 56

Total extent of private land 7,311 1 31½
Extent of private land exempted 1,828 3 37½

Extent of private lands paying irrigation rate 5,482 1 34

* Partitioned by decree of court, D. C., Tangalla, case No. 1,646.

† Only 2 acres 3 roods and 17 perches are irrigable.

The Kachcheri,
Hambantota, September 9, 1920.

A. P. BOONE,
Assistant Government Agent.
A 11.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &c., in Colombo, on December 1, 1920.

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Paddy, Country ..	Bushel	.. —	.. Measure	.. —
Paddy, Imported ..	do.	.. —	.. do.	.. —
Rice, Country ..	do.	.. —	.. do.	.. —
Rice, Kara ..	do.	.. —	.. do.	.. —
Rice, Kallunda ..	do.	.. —	.. do.	.. —
Rice, Sulai ..	do.	.. —	.. do.	.. —
Rice, Muttusamba ..	do.	.. —	.. do.	.. —
Raw Rice (Rangoon)	do.	.. —	.. do.	.. —
Raw Rice (Singapore)	do.	.. —	.. do.	.. —
Raw Rice (Batavia)	do.	.. —	.. do.	.. —
Dholl (Thovaram)	do.	.. —	.. Seer	0 32
Dholl (Mysore) ..	do.	.. —	.. do.	0 24
Green Peas ..	do.	.. —	.. do.	0 26
Ulundu ..	do.	.. —	.. do.	0 26
Gram ..	do.	.. —	.. do.	0 22
Wheat Flour ..	—	.. —	.. lb.	0 15
American Flour ..	—	.. —	.. do.	0 15
Ghee, Cow ..	—	.. —	.. Seer	5 50
Ghee, Buffalo ..	—	.. —	.. do.	4 0
Milk ..	—	.. —	.. Bottle	0 30
Potatoes (Indian) ..	—	.. —	.. lb.	0 15
Potatoes (Bangalore)	—	.. —	.. do.	—
Onions (Bombay) ..	—	.. —	.. do.	0 11
Onions, Red ..	—	.. —	.. do.	0 8
Bread ..	—	.. —	.. 1-lb. loaf..	0 18
Tea ..	—	.. —	.. lb.	0 56
Coffee ..	—	.. —	.. lb.	0 63
Limes ..	—	.. —	.. Dozen 10c. to	0 12
Coconuts ..	—	.. —	.. Each 10c. to	0 14
Sugar, Soft ..	—	.. —	.. lb.	0 40
Sugar, Crepe ..	—	.. —	.. do.	0 30
Sugar (Ceylon) ..	—	.. —	.. do.	—
Sugar Candy ..	—	.. —	.. do.	0 60
Sugar, Brown ..	—	.. —	.. do.	—
Salt ..	—	.. —	.. Measure	0 11
Salt ..	—	.. —	.. lb.	0 5 1/2
Dried Chillies ..	—	.. —	.. do.	0 28
Coriander ..	—	.. —	.. do.	0 22
Pepper ..	—	.. —	.. Measure	0 50
Garlic ..	—	.. —	.. lb.	0 36
Mustard ..	—	.. —	.. Measure	0 48
Turmeric ..	—	.. —	.. lb.	0 16
Fenugreek ..	—	.. —	.. do.	0 16
Curamin ..	—	.. —	.. do.	0 40
Aniseed ..	—	.. —	.. do.	0 24
Tamarind ..	—	.. —	.. do.	0 10
Jaggery ..	—	.. —	.. Bundle	0 40
Gingelly ..	—	.. —	.. Seer	0 28
Gingelly Oil ..	—	.. —	.. Bottle 80c. to	1 50
Coconut Oil ..	—	.. —	.. Measure	0 88
Kerosine Oil, Day-light ..	—	.. —	.. Bottle	0 22
Kerosine Oil, Monkey Brand ..	—	.. —	.. do.	0 20
Matches, Three Stars ..	—	.. —	.. Packet of 12 boxes	0 26
Matches (Japanese)	—	.. —	.. do.	0 22
Beef ..	—	.. —	.. lb.	0 30
Mutton ..	—	.. —	.. do.	0 80
Pork ..	—	.. —	.. do.	0 60

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Chickens ..	—	.. —	.. Each	75c. to 1 50
Eggs ..	—	.. —	.. do.	.. 0 6
Dry Fish, Nettali (Halmessan) ..	—	.. —	.. lb.	.. 0 32
Dry Fish (Maldiva)	—	.. —	.. do.	.. 0 50

J. A. MAYBIN,
The Municipal Office, Second Financial Assistant to the
Colombo, December 1, 1920. Chairman, Municipal Council.

MUNICIPALITY OF KANDY.

NOTICE is hereby given that in the absence of movable property liable to seizure (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house and (4) the under-mentioned properties themselves, seized, in virtue of a warrant issued by the Chairman of the Municipal Council of Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for meter rents and charges for water consumed in excess of allowance due on the premises for 2nd quarter, 1920, and of which particulars are given in the under-mentioned list, will be sold by public auction on the spot, in the order and time stated, unless in the meantime the amount of the taxes and costs be duly paid.

List A.—On Wednesday, January 5, 1921, commencing at the first-named premises, at 8 A.M.

By order, JAS. JAYETILEKE,
The Municipal Office, Kandy, November 29, 1920. Secretary.

No.	Street.	Amount due. Rs. c.
12	Bahirawakanda	7 89
26	Castle Hill street	6 32
10	Colombo street	13 98
39/42	Do.	34 22
163	Do.	3 66
175/6	Do.	2 67
22	Hill street	2 23
4b	Halloluwa road	6 30
24	Katugastota road	2 31
67a	Malabar street	3 38
5	Mosque road	1 38
101	Peradeniya road	25 17
129/30	Do.	29 26
759a	Do.	11 48
359/60	Do.	7 4
960/1	Do.	11 80
1061	Do.	6 89
58a	Trincomalee street	5 92
146	Do.	3 52
346	Do.	6 49
180b	Do.	0 72
214/15	Do.	1 52
278	Do.	1 58
339	Do.	9 9
5	Wewelpitiya	7 59

ROAD COMMITTEE NOTICES.

Gampola-Paranapattiya Estate Cart Road.

NOTICE is hereby given that the report of the Local Committee of the above road having been received and an estimate amounting to Rs. 3,000 for the cost of maintenance of the said road for the year ending September 30, 1920, having been approved, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, December 11, 1920, at 11.30 A.M., at their office in Kandy, proceed to include the under-mentioned estates in the district and assess the same to make up the contribution of Rs. 3,000.

Proprietors or Agents.	Estates.	Acreage.
J. B. Silva	—	57

Proprietors or Agents.	Estates.	Acreage.
Noor Mohamado	Demoderawatta	80
W. T. Samaraweera	Rannawella	88
S. J. de Saram	Hartfield	143
A. O. S. Marikkar	Udahena	35
Heirs of late J. S. Agar	Mt. Temple	208
A. O. S. Marikkar	1st to 3rd section, 3 miles. Delwita	30
S. U. Odayar	1st to 4th section, 4 miles. Maligatenna	30
A. O. S. Marikkar	1st to 5th section, 5 miles. Leangaha	45
K. Ukku Banda	—	30

1st to 6th section, 5½ miles.

Proprietors or Agents.	Estates.	Acreage.
R. Foster	.. Gona Adika	.. 1,059
Loyd Perera	.. Cottagalla and Tambawitte	.. 910
Wm. Jordon	.. Alpitakanda	.. 480
J. P. Fernando	.. Franklands	.. 200
O. B. Wijesekera	.. Gadadessa	.. 510
Messrs. Robertson & Co.	.. Mt. Prospect and Kekunugalla	.. 541
G. M. Silva	.. Leenamatia	.. 30

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, November 16, 1920.

Kadugannawa-Paranapattiya Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1921, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, December 11, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government contribution	.. Rs. 1,000.00
Private contributions	.. Rs. 2,472.50

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
J. S. de Silva	.. Bellongalla	.. 407
Yattadorai Tamby	.. —	.. 25
H. R. de Silva	.. Kahatagaha	.. 23

1st and 2nd sections, 2 miles.

N. D. J. de Silva	.. St. Helens	.. 125
Edwin C. de Silva	.. Nuga Ella	.. 81
Jinadasa	.. Alutwatta	.. 25

1st to 3rd section, 3 miles.

Mrs. Venkataswami	.. Mercantile	.. 114
D. C. de Silva	.. Sardikka	.. 84
M. B. Panabokra	.. Medrup	.. 109
A. M. Korale	.. —	.. 60

1st to 4th section, 4 miles.

E. H. de Silva	.. Paranapitia	.. 22
Winby & Co., Ltd.	.. Winby	.. 1,003
T. B. Warakwella	.. —	.. 30
L. B. Warakwella	.. —	.. 60
D. B. Warakwella	.. —	.. 60

1st to 6th section, 5½ miles.

W. Jordan	.. Alpitikanda	.. 480
R. Foster	.. Gona Adika	.. 1,059
O. B. Wijesekera	.. Gadadessa	.. 510
James P. Fernando	.. Franklands	.. 200

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, November 16, 1920.

Kadugannawa-Paranapattiya Estate Cart Road.

NOTICE is hereby given that, in terms of proviso of section 5 of the Estate Roads Ordinance, No. 12 of 1902, a proposal having been made to include the following among the estates liable for assessment for maintenance of the above road, the Provincial Road Committee will on Saturday, December 11, 1920, at 11.30 A.M., at their office in Kandy, proceed to re-define the limits of the district to

include the said estates, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions:—

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Yattadorai Tamby	.. —	.. 25
H. R. de Silva	.. Kahatagaha	.. 23

1st and 2nd sections, 2 miles.

Jinadasa	.. Alutwatta	.. 25
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1st to 3rd section, 3 miles.

A. M. Korale	.. —	.. 60
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1st to 4th section, 4 miles.

T. B. Warakwella	.. —	.. 30
L. B. Warakwella	.. —	.. 60
D. B. Warakwella	.. —	.. 60

1st to 6th section, 5½ miles.

James P. Fernando	.. Franklands	.. 20
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W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, November 16, 1920.

Preston Junction-Agra Branch Road.

(Between Preston Junction and end of Agra Road.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the private contributions:—

(Revised Estimate No. D 151, sanctioned on
June 23, 1920.)

Government moiety	.. Rs. 4,824.50
Private contributions	.. Rs. 4,872.74

1st section, .35 mile.

Total acreage, 9,174—Moiety of cost, Rs. 365.59—
Sectional rate, .0398c.—Total rate, .0398c.

Proprietors of Agents.	Estates.	Acreage.	Amount.
			Rs: c.
Ceylon Tea Plantation Company, Limited	.. Glenlyon, Stair, and Polmont	.. 683	.. 27 23

1st to 2nd section, 1.35 mile.

Total acreage, 8,491—Moiety of cost, Rs. 1,042.63—
Sectional rate, .1227c.—Total rate, .1625c.

The Alliance Tea Company of Ceylon, Ltd.	.. Gleneagles	.. 222	.. 36 12
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1st to 3rd section, 1.60 mile.

Total acreage, 8,269—Moiety of cost, Rs. 260.65—
Sectional rate, .0315c.—Total rate, .1940c.

Agra Ouvah Estates Co.	.. Agra Ouvah	.. 331	.. 64 28
Do.	.. Fankerton	.. 193	.. 37 49
Heirs of R. W. Wickham	.. Holmwood	.. 391	.. 75 93

1st to 4th section, 2.10 miles.

Total acreage, 7,354—Moiety of cost, Rs. 521.31—
Sectional rate, .0708c.—Total rate, .2648c.

Galaha Ceylon Tea Estates and Agency Co.	.. Hauteville	.. 320	.. 84 83
Do.	.. Woodlake	.. 162	.. 42 95
Do.	.. Freshwater	.. 251	.. 66 54
Do.	.. St. George	.. 263	.. 69 72

1st to 5th section, 2·60 miles.

Total acreage, 6,358—Moieties of cost, Rs. 521·31—
Sectional rate, ·0819c.—Total rate, ·3467c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
John K. Gilliatt & Co. (Cumberbatch & Co.) Sutton		277	96 14
Glasgow Estates Com- pany, Ltd.	Glasgow	472	163 81

1st to 6th section, 3·10 miles.

Total acreage, 5,609—Moieties of cost, Rs. 521·31—
Sectional rate, ·0929c.—Total rate, ·4396c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Ceylon Tea Plantation Co., Limited	Waverley	157	69 9
Portmore Tea Estates Co., Ltd.	Aldourie	269	118 36

1st to 7th section, 3·60 miles.

Total acreage, 5,183—Moieties of cost, Rs. 521·31—
Sectional rate, ·1005c.—Total rate, ·5401c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Glasgow Estates Com- pany, Ltd.	Nithsdale	242	130 82

1st to 8th section, 3·85 miles.

Total acreage, 4,941—Moieties of cost, Rs. 260·65—
Sectional rate, ·0527c.—Total rate, ·5928c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Portmore Tea Estates Co., Ltd.	Portmore	311	184 53
Balmoral Ceylon Es- tates Co., Ltd.	Sandringham and Yarravale	542	321 58
Heirs of T. Mackie & P. Moir (W. B. Bart- lett)	Lot 112,364, Powysland	165	97 90

1st to 9th section, 4·10 miles.

Total acreage, 3,923—Moieties of cost, Rs. 260·65—
Sectional rate, ·0664c.—Total rate, ·6592c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Lutyens Bros. (A. L. Scott)	Mornington	417	275 12
Ceylon Tea Planta- tions Co., Ltd.	Ardallie	209	137 89

1st to 10th section, 4·60 miles.

Total acreage, 3,297—Moieties of cost, Rs. 521·31—
Sectional rate, ·1581c.—Total rate, ·8173c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
New Dimbula Com- pany, Ltd.	Diyagama	3,125	2,555 71
Heirs of J. M. Sayres	Nutbourne	172	140 68
Total			4,796 72

Which sums the proprietors, managers, or agents of the
several estates are hereby required to pay into the Colonial
Treasury, Colombo, on or before December 5, 1920.

N.B.—Private contributions on maintenance estimate	Rs. c.
Deduct unexpended balance on September 30, 1919	4,872 74
Amount to be recovered on account, 1919-20	76 2
	4,796 72

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, November 19, 1920. Chairman.

Preston Junction-Agra Branch Road.(Between Preston Junction and end of Agra Road.)
(Waverly Bridge.)

NOTICE is hereby given that the Governor, with the
advice and consent of the Legislative Council, having
agreed to grant the under-mentioned sum for maintenance
of the above bridge for the year ending September 30, 1920,
the Provincial Road Committee, acting under the provisions

of "The Branch Roads Ordinance, 1896," have assessed
the under-mentioned estates to make up the private
contributions at the rate of ·0022c. per acre:—

Total acreage 5,609

(Estimate No. D 775, sanctioned June 20, 1920.)

Proprietors or Agents.	Estates.	Acreage.	Amount due. Rs. c.
Government moiety			Rs. 43·00
Private contributions			Rs. 43·43
Ceylon Tea Plantations Co., Limited	Waverly	157	0 35
Glasgow Estate Company, Ltd.	Nithsdale	242	0 55
Portmore Tea Estates Co., Ltd.	Portmore	311	0 71
Do.	Aldourie	269	0 61
Lutyens Bros. (A. L. Scott)	Mornington	417	0 95
Ceylon Tea Plantations Co., Limited	Ardallie	209	0 48
Heirs of T. Mackie and P. Moir (W. B. Bartlett)	Lot 112,364, Powysland	165	0 37
Balmoral Ceylon Estates Co., Limited	Sandringham and Yarrvale	542	1 23
New Dimbula Company, Ltd.	Diyagama	3,125	7 7
Heirs of J. M. Sayres	Nutbourne	172	0 38
Total			12 70

Which sums the proprietors, managers, or agents of the
several estates are hereby required to pay into the Colonial
Treasury, Colombo, on or before December 5, 1920.

N.B.—Private contributions	Rs. c.
Unexpended balance on September 30, 1919	43 43
Amount to be recovered on account 1919-20	30 73
	12 70

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, November 19, 1920. Chairman.

Wallaha Branch Road.

(Between Tillicoultry and Eildon Hall Estates.)

NOTICE is hereby given that the Governor, with the
advice and consent of the Legislative Council, having
agreed to grant the under-mentioned sum for the mainte-
nance of the above road for the year ending September 30,
1920, the Provincial Road Committee, acting under the
provisions of "The Branch Roads Ordinance, 1896," have
assessed the proportion due by each estate in the District
interested in the repair of the said road, as follows:—

(Revised Estimate No. D 153, sanctioned on
June 28, 1920.)

Government moiety	Rs. 526·00		
Private contributions	Rs. 531·26		
1st section, ·91 mile.			
Total acreage, 4,170—Moieties of cost, Rs. 252·66— Sectional rate, ·0605c.—Total rate, ·0605c.			
Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The Dimbula Valley Com- pany	Tillicoultry	401	24 29
The Ceylon Tea Plantations Company, Limited	Wallaha	290	17 56
A. V. & J. H. Renton	Talankande	268	16 23
From 1st to end of 2nd section, 1·91 mile.			
Total acreage, 3,211—Moieties of cost, Rs. 277·56— Sectional rate, ·0864c.—Total rate, ·1469c.			
E. Temple	Diyanilakele	267	39 26
The Dimbula Valley Tea Co., Ltd.	Mousaella	550	80 87
Eildon Hall Tea and Rubber Co., Ltd.	Eildon Hall	413	60 72

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
Bambrakelle Estates Tea Co., Ltd.	Bambarakele	486	71	46	
Do.	Dell	100	14	71	
T. Fairhurst & W. C. Oswald	Oddington	100	14	71	
Mrs. Wiggin & Son	Melton	207	30	44	
J. Fairhurst (W. C. Oswald)	Ferham	273	40	14	
Scottish Trust and Loan Co., Ltd.	Rahanwatta	306	44	99	
Do.	Queenwood	233	34	26	
Eildon Hall Tea and Rubber Co., Ltd.	Agra	276	40	58	
	Total		530	22	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 5, 1920.

	Rs.	c.
N.B.—Private contributions	531	26
Unexpended balance on September 30, 1919	1	4
Amount to be recovered on account, 1919-20	530	22

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, November 19, 1920. Chairman.

Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the District interested in the repair of the said road, as follows:—

(Revised Estimate No. D 152, sanctioned on June 28, 1920.)

Government moiety	Rs. 818 50
Private contributions	Rs. 826 68

From 1st to end of 2nd section, 1 mile.

Total acreage, 4,089—Moiety of cost, Rs. 273 18—
Sectional rate, 0668c.—Total rate, 0668c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
Heirs of J. M. Smith (G. M. Smith)	Caledonia	255	17	4	
Geo. Beck (J. E. Baillie Hamilton)	Henfold and St. Regulas	570	38	8	
F. A. & W. N. Fairlie	Kowlahena and Conon	366	24	45	
The Alliance Tea Co. of Ceylon, Ltd.	Glencagles	222	14	83	

From 1st to end of 3rd section, 1½ miles.

Total acreage, 2,676—Moiety of cost, Rs. 137 09—
Sectional rate, 0512c.—Total rate, 1180c.

Sumatravale Estates Co., Limited	Maria	297	35	6	
The Dimbula Valley Tea Co., Ltd.	Lippakele	206	24	32	

From 1st to end of 6th section, 3 miles.

Total acreage, 2,173—Moiety of cost, Rs. 411 26—
Sectional rate, 1892c.—Total rate, 3072c.

The Ceylon Estates Investments Association, Limited	Macduff	221	68	91	
Ceylon Tea Plantations Company, Limited	Tangakelle	910	279	63	
The Vellekellie Tea Company	Ouvahkellie	593	182	23	
The Dimbula Valley Tea Company	Elgin	291	89	43	
Do.	Kellyhill	158	48	55	
	Total		822	53	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 5, 1920.

	Rs.	c.
N.B.—Private contributions	826	68
Unexpended balance on September 30, 1919	4	15
Amount to be recovered on account, 1919-20	822	53

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, November 19, 1920. Chairman.

Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)
(Kowlahena Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said bridge at the rate of 0037c. per acre:—

Total acreage 3,264.

(Estimate No. D 775, sanctioned June 20, 1920.)

Government moiety	Rs. 41 25
Private contributions	Rs. 41 66

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
F. A. & W. N. Fairlie	Kowlahena and Conon	366	1	37	
The Alliance Tea Co. of Ceylon, Ltd.	Glencagles	222	0	83	
Sumatravale Estates Co., Limited	Maria	297	1	11	
The Dimbula Valley Tea Co., Ltd.	Lippakele	206	0	76	
The Ceylon Estates Investment Association, Ltd.	Macduff	221	0	82	
Ceylon Tea Plantations Company, Limited	Tangakelle	910	3	40	
The Vellekellie Tea Co.	Ouvahkellie	593	2	22	
The Dimbula Valley Tea Company	Elgin	291	1	9	
Do.	Kellyhill	158	0	58	
	Total		12	18	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 5, 1920.

	Rs.	c.
N.B.—Private contributions	41	66
Unexpended balance on September 30, 1919	29	48
Amount to be recovered on account 1919-20	12	18

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, November 19, 1920. Chairman.

Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)
(Henfold Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1920, the Provincial Road Committee, acting under the provisions

of "The Branch Roads Ordinance, 1896" have assessed the proportion due by each estate in the district interested in the said bridge at the rate of 0036c. per acre:—

Total acreage 3,834.
(Estimate No. D 775, sanctioned June 20, 1920.)

		Rs.	c.
Government moiety		48	00
Private contributions		48	48
Amount.			
Proprietors or Agents.	Estates.	Acreage.	
Geo. Beck (J. E. Baillie Hamilton)	Henfold and St. Regulas	570	2 11
F. A. & W. N. Fairlie	Kowlahena and Conon	366	1 36
The Alliance Tea Co. of Ceylon, Ltd.	Gleneagles	222	0 82
Sumatrawale Estates Co., Limited	Maria	297	1 10
The Dimbula Valley Tea Co., Ltd.	Lippakele	206	0 77
The Ceylon Estates Investment Association, Ltd.	Macduff	221	0 81
Ceylon Tea Plantations Company, Limited	Tangakelle	910	3 36
The Vellekellie Tea Co.	Ouvahkellie	593	2 19
The Dimbula Valley Tea Company	Elgin	291	1 8
Do.	Kellyhill	158	0 58
		Total 14 18	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before December 5, 1920.

	Rs.	c.
N.B.—Private contributions	48	48
Unexpended balance on September 30, 1919	34	30
Amount to be recovered on account 1919–20	14	18

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, November 19, 1920. Chairman.

Aluwihare-Dullewa Gap Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1921, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, December 11, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions, viz:—

Maintenance, 1920–21.

		Rs.	c.
Government contribution		900	
Private contributions		1,800	
1st to 3rd section, 2 miles 44 chains.			
Proprietors or Agents.	Estates.	Acreage.	
Eastern Produce and Estates Co., Ltd.	Matale West	1,220	
Rosehaugh Tea and Rubber Co., Ltd. (Harold Vickers)	Beredewella	344	
J. B. Tennant	Polwatte	213	
Mrs. Hodgson Bell (J. Taylor)	Dullawe	302	
Mafalda Rubber Syndicate (D. A. Steele)	High Walton	225	
C. Ariya-Nayagam	Ratninde	100	

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, November 23, 1920. Chairman.

Galaha-Pupuressa Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1921, the Provincial Road Committee, acting under the

provisions of the Estate Roads Ordinance, No. 12 of 1902, will, on Saturday, December 11, 1920, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contribution:—

		Rs.	c.
Government moiety		1,400	
Private contributions		2,232	
First section, 1 mile.			
Proprietors or Agents.	Estates.	Acreage.	
Galaha Ceylon Tea Estates & Agency Co. (J. B. Rennie)	Vedehetta	902	
Gordon Fraser & Co. (Sellembrum)	Erin	336	
Second section, 1 mile.			
Galaha Ceylon Tea Estates & Agency Co. (J. B. Rennie)	Vedehetta	902	
Gordon Fraser & Co. (Sellembrum)	Erin	336	
Third section, 1 mile.			
Gordon Fraser & Co. (Sellembrum)	Erin	336	
Fourth section (first half), ½ mile.			
Gordon Fraser & Co. (Sellembrum)	Erin	336	
Fourth section (second half), ½ mile.			
Gordon Fraser & Co. (A. P. Sandbach)	Le Vallon	2,396	
Fifth section, 1 mile.			
Gordon Fraser & Co. (A. P. Sandbach)	Le Vellon	2,396	
Sixth section, 1 mile.			
Gordon Fraser & Co. (A. P. Sandbach)	Le Vallon	2,396	
Cumberbatch & Co. (H. W. Kay)	New Forest	425	
Seventh section, 1 mile.			
Gordon Fraser & Co. (A. P. Sandbach)	Le Vallon	2,396	
Cumberbatch & Co. (H. W. Kay)	New Forest	425	
E. D. Padwick (E. A. Clive)	Yarrow Group	478	
Lipton, Limited (G. L. H. Doudney)	Pooprassie Group	1,350	
Eighth section, ¼ mile.			
Gordon Fraser & Co. (A. P. Sandbach)	Le Vallon	2,396	
Cumberbatch & Co. (H. W. Kay)	New Forest	425	
E. D. Padwick (E. A. Clive)	Yarrow Group	478	
Lipton, Limited (G. L. H. Doudney)	Pooprassie Group	1,350	

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

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, November 23, 1920. Chairman.

Wariapolla-Kandnewera Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the estate representatives interested in the above road will be held at Wariapolla bungalow, at 3 P.M., on Thursday, December 9, 1920, for the purpose of electing a Local Committee for two years.

The Local Committee, after election, will meet for the following business:—

1. To consider accounts and balance sheet for the year ending September 30, 1920.
2. To consider and pass estimates for the year ending September 30, 1921.
3. To consider and report—

- (a) The names of estates (with their acreages) which use the road.
- (b) The sections which each of the estates use.
- (c) The names of the proprietors, managers, or superintendents of the estates.

4. Any other business brought properly before the meeting.

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, November 23, 1920. Chairman.

Malwala Ferry-Wewelwatta Factory Estate Cart Road.

NOTICE is hereby given that the Local Committee having estimated the expenditure incurred in the maintenance of the above road from October 1, 1919, to September 30, 1920, at Rs. 25,873 32, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 24 of the Estate Roads Ordinance, No. 12 of 1902, on November 22, 1920, confirmed the assessment made by the Local Committee.

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Local Committee, Mr. George Fellowes, Hapugastenna Group, Ratnapura, as early as possible if the same have not been already paid.

MALWALA FERRY-WEWELWATTA FACTORY ESTATE CART ROAD.

Section—A.				Assessment.
Proprietors or Agents.	Estates.	Acres.	Rate.	Rs. c.
Lansdowne Rubber Company, Limited		732	10.88	79 65
Messrs. N. D. P. Silva & Company	Silvaland	406	do.	44 18
The Consolidated Tea & Lands Co., Ltd.	Galboda	874	do.	95 10
Do.	Hapugastenna Group	3,815	do.	414 97
Do.	Alupolla Group	2,746	do.	298 61
M. G. Gomez	Dikmukalana	200	—	11 36
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agar's Land	469	Half	24 57
			10.48	968 44

Section—B.				Assessment.
Proprietors or Agents.	Estates.	Acres.	Rate.	Rs. c.
Messrs. N. D. P. Silva & Company	Silvaland	406	67.72	274 93
The Consolidated Tea & Lands Co., Ltd.	Galboda	874	do.	591 86
Do.	Hapugastenna Group	3,815	do.	2,583 25
Do.	Alupolla Group	2,746	do.	1,859 41
M. G. Gomez	Dikmukalana	200	—	69 1
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agar's Land	469	Half	152 41
			64.99	5,530 87

Section—C.				Assessment.
Proprietors or Agents.	Estates.	Acres.	Rate.	Rs. c.
The Consolidated Tea & Lands Co., Ltd.	Galboda	874	23.39	204 32
Do.	Hapugastenna Group	3,815	do.	892 24
Do.	Alupolla Group	2,746	do.	642 30
M. G. Gomez	Dikmukalana	200	—	23 94

Proprietors or Agents.	Estates.	Acres.	Rate.	Assessment.
				Rs. c.
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agar's Land	469	Half	52 53
			22.40	1,815 33

Section—D.				Assessment.
Proprietors or Agents.	Estates.	Acres.	Rate.	Rs. c.
The Consolidated Tea & Lands Co., Ltd.	Hapugastenna Group	3,815	24.95	951 89
Do.	Alupolla Group	2,746	do.	685 11
M. G. Gomez	Dikmukalana	200	—	25 29
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agar's Land	469	Half	55 73
			23.76	1,718 2

Section—E.				Assessment.
Proprietors or Agents.	Estates.	Acres.	Rate.	Rs. c.
The Consolidated Tea & Lands Co., Ltd.	Hapugastenna Group	3,815	1.09	4,169 39
Do.	Alupolla Group	2,746	do.	3,001 0
M. G. Gomez	Dikmukalana	200	—	111 34
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agar's Land	469	Half	204 10
			1.04	7,525 83

Section—F.				Assessment.
Proprietors or Agents.	Estates.	Acres.	Rate.	Rs. c.
The Consolidated Tea & Lands Co., Ltd.	Alupolla Group	2,746	2.72	7,484 87
M. G. Gomez	Dikmukalana	200	—	259 6
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agar's Land	469	Half	570 90
			2.44	8,314 83

Abstract.

	Rs.	c.
Lansdowne	79	65
Silvaland	319	11
Galboda	891	28
Hapugastenna	9,011	74
Alupolla	13,971	30
Dikmukalana	500	0
Agar's Land	1,100	24

Total .. 25,873 32

Provincial Road Committee's Office, Ratnapura, November 27, 1920. T. SAM DE SILVA, for Chairman.

LOCAL BOARD NOTICES.

Notice of Sale.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Panadure (old area), which have been seized under section 34 of Ordinance No. 13 of 1898 and section 41 of the Ordinance No. 16 of 1865 for default of the payment of assessment tax due for the 3rd quarter of 1920, will be sold by public auction at the premises on Friday, December 10, 1920, and following days, commencing at 10 A.M.

T. A. HODSON,
Assistant Government Agent.
The Kachcheri, Kalutara, November 24, 1920.

No.	Name of Land.	Name of Defaulter.
88	Portion of Siyambalahawatta and boutique	J. D. Sannelis Appu
112	Portion of Halpanowita and houses	D. S. Weerasinghe Appuhamy
114	Portion of Bendigewatta alias Delgahawatta and houses	G. H. Peiris and others

No.	Name of Land.	Name of Defaulter.
116	Portion of Gorakagahawatta and houses	D. P. Gunatilake and others
118	Portion of Delgahawatta and house	D. P. Pasquel Caldera and others
126	Portion of Hambantotawatta and houses	D. S. Weerasinghe Appuhamy
158	Portion of Kurudugahawatta and house	A. Pulliya
226	Boutique on Ettumagahawatta	G. D. Girigoris Appuhamy
235	Portion of Ettumagahawatta, boutiques, and houses	Mr. M. Simon Cooray
336	Portion of Dombagahawatta	B. J. Peiris
341	Do.	W. D. Charles Perera
378	Portion of ditto and house	B. T. Peiris and others
393	Portion of Etunbahinatotupalewatta and boutique	D. J. Peiris and another

No.	Name of Land.	Name of Defaulter.	No. of Premises.	Name of Land.	Name of Defaulter.
414	Portion of Etunbahinatotupalewatta and house	..D. S. Weerasinghe Appuhamy	924	Portion of Gorakagahawatta and house	..I. D. William Appuhamy
416	Do.	..do.	950	Portion of Pelawatta and two houses	..D. C. R. Jayatunga
424	House on Gangabodawatta	..A. J. Silva	966	Ambagahawatta and house	..H. Lucia Peiris
429	Portion of ditto	..Mr. J. W. de Silva	974	Portion of Kahatagahawatta and house	..A. A. Fernando
478	Portion of Dombagahawatta and house	..M. R. Fernando	976	Midigahaowita and house	..Juwani Gomis
494	Do.	..Mr. J. W. de Silva, Proctor	983	Portion of Madangahawatta and house	..K. D. Haramanis
495	Do.	..L. A. Silva	1009	Portion of Miriswatta	..G. D. Sidoris Appuhamy
510	Do.	..M. S. Mendis	1014	Portion of Badullagahawatta and house	..D. Simon Peiris
542	Portion of Madangahawatta	..K. D. Mathes Appu and others	1030	Portion of Udawatta and house	..D. C. A. Dona Bastiana
544	Portion of ditto and house	..M. H. Salgado	1041	Portion of Arambewatta and house	..Mr. Wickramasingha
545	Portion of ditto and 2 houses	..K. Juwanis Appu and others	1057	Portion of Godaporagahawatta and house	..K. Don Seneris
546	Portion of ditto	..L. F. Perera	1120	Portion of Badugahawatta and house	..Don Bastian Kuruppu
549	Portion of ditto and house	..T. L. Peiris	1180	Portion of Kiripellagahawatta	..D. B. Thewarapperume
575	Portion of ditto	..Muhandiram Isaac Rodrigo	1183	Portion of Kiripellagahawatta and house	..H. Charles Peiris
585 $\frac{1}{4}$	Portion of ditto and house	..T. J. Fernando	1232	Portion of Palukeeragahawatta and house	..H. Perera and others
591	Portion of Galawetimodara-watta and houses	..T. S. Fernando and another	1240	Portion of Kongahawatta and house	..K. R. Perera
597	Portion of Delgahawatta and house	..M. H. Perera	1264	Portion of Kahatagahawatta and house	..M. S. Rodrigo
599	Portion of ditto	..H. S. Jayatilake and others	1265	Portion of Kahatagahawatta and house	..W. G. M. Selestina Perera
608	Two portions of Kottambagahawatta and house	..B. S. Jayatilake, Police Vidane	1275	Portion of Ambagahawatta and house	..W. J. Soyza
620	Portion of Jambugahawatta	..S. Soysa Jayatilake	1276	Portion of Belegahawatta and house	..L. D. Fernando
627	Portion of Pahanapalawatta and house	..P. H. Dias, Police Vidane	1279	Portion of Dombagahawatta and house	..M. M. Fernando
630	Portion of Kadurugahawatta and house	..J. Soysa Jayatilake	1306	Portion of Ambagahawatta and house	..M. J. Fernando
634	Three portions of Maragahawatta and house	..K. J. Fernando	1321	Portion of Liyanagahawatta	..M. E. Fernando
698	Portion of Talgahawatta, Kebbella-gahaowita, and house	..D. J. Peiris	1344	Portion of Talangahawatta and house	..J. A. de Alwis
698A	Portion of Talgahawatta and house	..M. W. Fernando and another	1399	Midellagahaowita and house	..N. N. Grigoris Fernando
723	Portion of Ettunagahawatta, Paulaowita, and house	..Dr. P. J. Peiris	1404	Portion of Ambagahawatta and house	..P. J. Rodrigo
729	Portion of Kongahawatta and house	..B. M. Perera	1410	Portion of Kammalawatta and house	..B. S. Fernando
732	Portion of Madangahawatta and house	..K. Hendrick Perera	1411	Do.	..W. S. Fernando
733	Do.	..K. J. Perera	1412	Do.	..B. J. Perera
786A	Do.	..J. D. Prolis and others	1415	Do.	..K. S. Fernando
848	Portion of Gorakagahawatta and house	..D. A. Dasanayake Hamine	1443	Portion of Delgahawatta and house	..A. J. Perera and others

Notice of Sale.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Panadure (new area), which have been seized under section 34 of Ordinance No. 13 of 1898 and section 41 of the Ordinance No. 16 of 1865 for default of the payment of assessment tax due for the 3rd quarter of 1920, will be sold by public auction at the premises on Tuesday, December 14, 1920, and following days, commencing at 10 A.M.

T. H. HODSON,
Assistant Government Agent.

The Kachcheri,
Kalutara, November 24, 1920.

No. of Premises.	Name of Land.	Name of Defaulter.
895	Delgahawattaowita and house	..B. Manimel Fernando
897	Delgahawattaowita	..S. Simon Fernando
912	Portion of Madangahawatta and house	..H. Agostinu Peiris
921	Portion of Gorakagahawatta and house	..D. D. Abraham Appuhamy
1470	Portion of Delgahawatta and house	..Issac Rodrigo
1471	Do.	..M. W. Salgado
1493	Hanwedigewatta and house	..P. H. Johannes Rodrigo
1496	Portion of Pakanewatta and house	..M. S. Fernando
1532	Portion of Attaliwatta and house	..Siyaneris Thabrew
1533	Do.	..S. Hendrick Silva and others
1536	Do.	..S. Hendrick Silva
1554	Portion of Ambagahawatta	..W. Kovis Peiris
1574	Portion of Gulugahawatta and house	..S. H. Silva
1603	Portion of Galawetimodara-watta	..W. S. Fernando and others
1628	Do.	..M. S. Fernando
1629	Do.	..W. S. Fernando and others
1630	Do.	..M. Lewistina Fernando and others

No. of Premises.	Name of Land.	Name of Defaulter.
1637	Portion of Galawetimodara-watta	.. W. J. Fernando and others
1642	Do.	.. C. Perera Jayatilaka
1653	Portion of Godaparagahawatta and two houses	.. W. B. Peiris
1659	Portion of Galawetimodara-watta and house	.. S. Peter Fernando
1681	Portion of Galawetimodara-watta	.. P. J. Rodrigo
1697	Portion of ditto and house	.. B. S. Romanis Fernando
1702	Do.	.. M. J. Fernando
1714	Pokunewatta and house	.. do.
1715	Attalewatta	.. P. J. Rodrigo
1794	Portion of Galawetimodara-watta	.. do.
1808	Do.	.. P. M. Ana Fernando
1814	Portion of Pokunewatta	.. P. J. Rodrigo

Notice of Sale, Local Board, Chilaw.

NOTICE is hereby given that the under-mentioned properties seized in virtue of a warrant issued by the Chairman, Local Board, Chilaw, in terms of Ordinance No. 13 of 1898 for arrears of assessment tax due on the premises for the 1st quarter, 1920, will be sold by public Auction at this office on Saturday, December 18, 1920, at 2 P.M.

Local Board, Office, Chilaw, November 29, 1920. C. COOMARASWAMY, for Chairman.

<i>Southern Ward.</i>		
No. of Premises.	Property seized.	Name of Owner.
116	.. Waste land	.. Juse Pinto and others
<i>Northern Ward.</i>		
725	.. Waste land	.. Heirs of Simon Silva
798	.. Hut	.. Sebastian Lowe and others
864	.. House and premises	.. Heirs of Don Simon Silva
965	.. Do.	.. L. M. Meera Saibu

Extended Area.

No. of Premises.	Property seized.	Name of Owner.
76	.. Hut and garden	.. N. J. Martin, Esq., and others
81	.. Waste land	.. M. A. Sidambaram Chetty
117	.. Do.	.. Felix Jayawardene and another

Police Tax, Chilaw Town.

NOTICE is hereby given that the under-mentioned properties seized in virtue of a warrant issued by the Additional Assistant Government Agent, Chilaw, in terms of section 41 of Ordinance No. 16 of 1865, for arrears of Police tax due on the premises specified against their names for the 1st quarter, 1920, will be sold by public auction at this office on Saturday, December 18, 1920, at 2 P.M.

C. COOMARASWAMY,
Additional Assistant Government Agent.
Local Board Office,
Chilaw, November 29, 1920.

Southern Ward.

No. of Premises.	Property seized.	Name of Owner.
116	.. Waste land	.. Juse Pinto and others

Northern Ward.

725	.. Waste land	.. Heirs of Simon Silva
798	.. Hut	.. Sebastian Lowe and others
864	.. House and premises	.. Heirs of Don Simon Silva
965	.. Do.	.. L. M. Meera Saibu

Extended Area.

76	.. Hut and garden	.. N. J. Martin, Esq., and others
81	.. Waste land	.. M. A. Sidambaram Chetty
117	.. Do.	.. Felix Jayawardene and another

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted:—

No. 1,726 of June 1, 1920 (date applied for under Section 50 of the Ordinance, November 28, 1913).

Marconi's Wireless Telegraph Company and Henry Joseph Round.
"Improvements in receivers for wireless telegraphy."

Abstract:—

The nature of the invention is indicated in the claims as follows:—

1. In a receiver for wireless telegraphy the combination of an aerial slightly out of tune with the signal waves, means for rectifying the resultant current due to the forced and free oscillations in the aerial and a circuit tuned to the beat frequency, substantially as described.
 2. In a receiver for wireless telegraphy the combination of an aerial slightly out of tune with the signal waves, a circuit coupled to the aerial, means for generating in that circuit oscillations of a frequency slightly different from that of the signal waves, means for rectifying the resultant current and a circuit tuned to the beat frequency, substantially as described.
 3. A method of eliminating the results of atmospheric in wireless telegraph receivers, which consists in the production by oscillations having slightly different frequencies of beats having widely different frequencies, substantially as described.
 4. A method of eliminating the results of atmospheric in wireless telegraph receivers, which consists in the production of a frequency interfering with the received frequency, rectifying, inducing a frequency interfering with the resultant oscillations and rectifying again, substantially as described.
- One sheet of drawings.

No. 1,727 of June 1, 1920 (date applied for under Section 50 of the Ordinance, May 12, 1917).

Marconi's Wireless Telegraph Company, Ltd., and George Maurice Wright.
"Improvements in the employment of thermionic devices for magnification purposes."

Abstract:—

The nature of the invention is indicated in the claims as follows:—

1. The combination of a thermionic relay, a resistance connected to the anode thereof and to a battery connected to the filament and a second thermionic relay the grid of which is connected to the anode of the first while its filament is connected to a point in the battery, substantially as described.
 2. The combination of two or more thermionic devices connected together, substantially as described with reference to the drawing.
- One sheet of drawings.

No. 1,728 of June 1, 1920 (date applied for under Section 50 of the Ordinance, July 18, 1918).

George Maurice Wright.

"Improvements in directional aeriels for use in wireless telegraphy."

Abstract:—

The nature of the invention is indicated in the claims as follows:—

1. In a directional aerial of the frame type, an adjustable condenser located in an accessible position and connected to the top of the frame by a pair of symmetrical leads, substantially as described.
2. A directional frame aerial having an adjustable condenser located in an accessible position and connected to its top by a pair of symmetrical leads and having in its base a split winding with an earth connection between the two portions thereof, substantially as described.

One sheet of drawings.

No. 1,732 of June 30, 1920 (date applied for under Section 50 of the Ordinance, April 17, 1915).

Marconi's Wireless Telegraph Company, Ltd., and Charles Samuel Franklin.

"Improvements in or connected with aerial conductors for wireless telegraphy."

Abstract:—

The nature of the invention is indicated in the claims as follows:—

1. The combination at a wireless station of two similar aeriels, each consisting of two vertical frames at right angles to one another, two radiogoniometers connected thereto and a common receiver or generator, substantially as described.
2. The combination at a wireless station of two similar aeriels, each consisting of two vertical frames at right angles to one another, an adjacent transmitting station at equal distances from the two aeriels, two radiogoniometers connected to the two aeriels, each to each, and a common receiver, substantially as described.
3. Wireless telegraph stations, substantially as described and illustrated.

One sheet of drawings.

No. 1,739 of July 19, 1920 (date applied for under Section 50 of the Ordinance, August 25, 1917).

L'air Liquide, Societe Anonyme Pour L'etude Et L'Exploitation Des Procédés Georges Claude.

"Process for the conversion of synthetic ammonia into a solid product applicable for agricultural purposes in conjunction with the production of carbonate of soda."

Abstract:—

The nature of the invention is indicated in the claim as follows:—

A process for the transformation of synthetic ammonia or of an aqueous solution thereof into a solid product easy to transport and capable of being utilized directly in agriculture, in conjunction with the production of carbonate of soda, essentially characterized by the production of carbonic acid at the time of the manufacture of the hydrogen intended for the synthesis, the said carbonic acid in the presence of sea salt and of the ammonia produced transforming the sea salt into ammonium chloride, a solid product, easy to transport, and rendered directly applicable to agriculture by neutralization or an equivalent operation, and into bicarbonate of soda which is subsequently converted into carbonate of soda and the carbon dioxide liberated utilized again in the cycle of operations.

No drawings.

No. 1,740 of July 19, 1920 (date applied for under Section 50 of the Ordinance, March 31, 1917).

L'air Liquide, Societe Anonyme Pour L'etude Et L'Exploitation Des Procédés Georges Claude.

"Process of effecting exothermic chemical syntheses taking place under pressure and at a high temperature."

The nature of the invention is indicated in the claims as follows:—

1. A process for carrying out exothermic chemical syntheses occurring at a high temperature and under pressure, and in particular for carrying out the chemical synthesis of ammonia, characterized by the combined action on the constituents of the said synthesis, of the temperature, the catalytic agents, and the hyper-pressures, the said hyper-pressures being pressures greater than 500 atmospheres and capable of exceeding 2,000 atmospheres.
2. The process of carrying out gaseous exothermic chemical syntheses, substantially as hereinbefore described.

One sheet of drawings.

No. 1,741 of July 19, 1920 (date applied for under Section 50 of the Ordinance, February 20, 1918).

L'air Liquide, Societe Anonyme Pour L'etude Et L'Exploitation Des Procédés Georges Claude.

"Apparatus for effecting exothermic chemical syntheses."

Abstract:—

The nature of the invention is indicated in the claims as follows:—

1. Apparatus for effecting the synthesis of ammonia under very high pressures, greater than 500 atmospheres and capable of exceeding 2,000 atmospheres and at high temperature consisting of a tube filled with catalysing material, the reacting gases entering the said tube after circulating around it with a view to attaining the temperature of reaction, such temperature being communicated to it by the tube itself during normal working and by a heating coil during the period of starting successive series of pipes penetrating into the interior of the catalysing tube for the purpose of withdrawing therefrom the ammonia formed, each pipe communicating with the inside of a collector the wall of which is cooled and an outer heat insulated tube concentric with the pipe putting the collector into communication with the interior of the catalysing tube.

2. A modification of the device according to claim 1, in which the reacting gases are admitted to the interior of a central tube of small diameter traversing the catalysing mass so as to reach the head of the catalysing tube, into which the reacting gases then enter, the withdrawal of the synthetic products being effected as before by means of pipe connections opening into the catalysing mass, with an external tube for the return of the lighter gases into the cycle of reaction.

3. Apparatus for effecting the synthesis of ammonia under very high pressure and a high temperature, substantially as herein described with reference to the accompanying drawing.

One sheet of drawings.

No. 1,742 of July 19, 1920 (date applied for under Section 50 of the Ordinance, August 24, 1918).

L'air Liquide, Societe Anonyme Pour L'etude Et L'Exploitation Des Procédés Georges Claude.

"Improvements in the transformation of synthetic ammonia into a transportable product directly utilizable for agriculture in conjunction with the production of carbonate of soda."

Abstract :—

The nature of the invention is indicated in the claims as follows :—

1. Improvements in the process of transformation of synthetic ammonia into a transportable product directly utilizable for agriculture in conjunction with the production of carbonate of soda which formed the subject-matter of our prior Specification No. 130,365 consisting in the combination of the following steps :—(a) In adding to the liquor which has precipitated bicarbonate of soda sea salt ammonia and carbon dioxide the sea salt added being in such limited quantity that it always remains dissolved throughout the subsequent operation and consequently does not mix with the ammonium chloride ; (b) cooling the solution to about 0° to 5° C. ; (c) eliminating the ammonium chloride precipitated ; (d) treating the remaining liquor with sea salt and carbon dioxide with precipitation of bicarbonate of soda and formation of a fresh ammonium chloride liquor ; (e) centrifuging the ammonium chloride obtained and heating it to a temperature in the neighbourhood of 70° C. in order to destroy the alkalinity thereof, all substantially as hereinbefore described.

2. The process as claimed in claim 1 wherein the evaporation of the ammonia is utilized for cooling the solution which is to deposit the chloride of ammonia and in sending the ammonia thus vaporized into the solution in which it is absorbed the heat produced by this latter reaction being eliminated by a circulation of water.

3. In the process claimed in claim 1 utilizing in a similar manner as specified in claim 2 the evaporation of the liquid or solid carbonic acid.

4. The process claimed in claims 1-3 wherein the quantity of cold available is increased if necessary by utilizing the expansion with external work of the ammonia and of the carbonic acid.

5. The process of transformation of synthetic ammonia into a transportable product directly utilizable in agriculture in conjunction with the production of carbonate of soda, substantially as hereinbefore described.

No drawings.

E. HUMAN,
Registrar of Patents.

THE following Specification has been accepted :—

No. 1,774 of September 24, 1920.

James Hugh Marshall.

"Improvements in tea-leaf rolling machines."

Abstract :—

This invention relates to tea-leaf rolling machines of the kind in which the rolling of the leaf is effected between a table and a presser in a superposed receptacle containing the tea-leaf, the said table having eccentric horizontal movement imparted to it and having an opening in it surrounded by a frame and closed by a door which can be opened to discharge, through the said opening and frame, the tea-leaf after it has been rolled.

A machine of this kind is, for instance, described in the specification of Letters Patent No. 972 dated the Twenty-seventh day of February, 1907.

According to this invention the said opening and frame are provided with a pair of doors which are opened and closed by sliding movements away from, and towards, each other, which movements can be effected by the operation of one handle, or lever.

The claims are :—

1. In a tea-leaf rolling machine of the aforesaid kind ; the combination, with the movable table and a framing surrounding the discharge opening therein, of a pair of slidable doors, and means for operating them, substantially as hereinbefore explained.

2. In a tea-leaf rolling machine in accordance with the preceding claiming clause ; a frame affixed around the discharge opening in the movable table and provided with internal projections and with guideways for the slidable doors, which doors are likewise provided with internal projections and with means whereby they can be simultaneously slid apart for discharging the rolled tea-leaf, and be simultaneously slid towards each other to close the discharge opening ; substantially as hereinbefore explained.

3. For a tea-leaf rolling machine in accordance with the preceding claiming clause ; a combination of movable table, frame surrounding the discharge opening therein, slidable doors and means for operating the said doors, all being constructed, arranged, and combined as hereinbefore described and illustrated in the accompanying drawing.

One sheet of drawings.

E. HUMAN,
Registrar of Patents.

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. 1,770.

(2) Date of Receipt : May 21, 1920.

(3) Applicant (Proprietor of the Trade Mark) : Kodak, Limited (a Company duly incorporated under the laws of England), Kodak House, Kingsway, London, W.C., England, dealers in photographic materials.

(4) Address for service in the Island : Julius & Creasy, No. 9, Queen street, Fort, Colombo.

(5) Class : Eight.

(6) Goods : Cameras and other photographic apparatus included in the foregoing class.

(7) Mark :

KODAK

This Trade Mark was in use in Great Britain and elsewhere since May, 1888, by Eastman Kodak Company and afterwards by the applicants.

Registrar-General's Office,
Colombo, November 26, 1920.

F. BARTLETT,
Registrar-General.

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

- (1) Application No. 1,917.
- (2) Date of Receipt: November 15, 1920.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinances), Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

HILVIDA

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

Registrar-General's Office, F. BARTLETT,
Colombo, December 1, 1920. Registrar-General.

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

- (1) Application No. 1,920.
- (2) Date of Receipt: November 15, 1920.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinances), Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

MANOYA

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

Registrar-General's Office, F. BARTLETT,
Colombo, December 1, 1920. Registrar-General.

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

- (1) Application No. 1,921.
- (2) Date of Receipt: November 15, 1920.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinances), Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

DUWELLA

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

Registrar-General's Office, F. BARTLETT,
Colombo, December 1, 1920. Registrar-General.

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

- (1) Application No. 1,922.
- (2) Date of Receipt: November 15, 1920.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinances), Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.

- (6) Goods: Tea.
- (7) Mark:

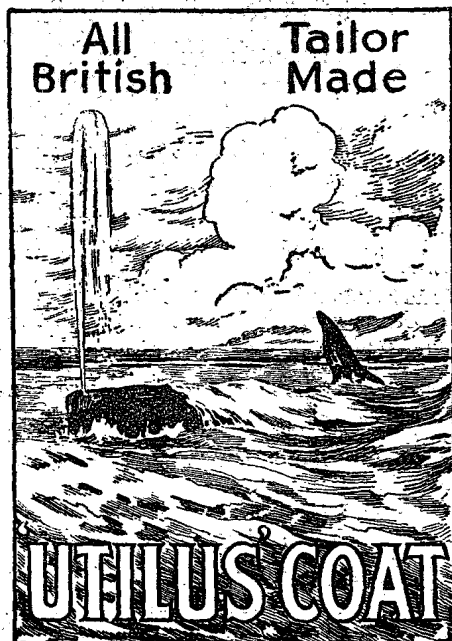
KIKANDE

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

Registrar-General's Office, F. BARTLETT,
Colombo, December 1, 1920. Registrar-General.

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

- (1) Application No. 1,924.
- (2) Date of Receipt: November 15, 1920.
- (3) Applicant (Proprietor of the Trade Mark): LUBELSKI & SONS, LIMITED (a Company incorporated under the laws of Great Britain), Hillidge road, Hunslet, Leeds, England; Manufacturers.
- (4) Address for service in the Island, if any: F. J. & G. de Saram, No. 13, Queen street, Fort, Colombo.
- (5) Class: Thirty-eight.
- (6) Goods: Coats.
- (7) Mark:



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

Registrar-General's Office, F. BARTLETT,
Colombo, December 1, 1920. Registrar-General.

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

- (1) Application No. 1,926.
- (2) Date of Receipt: November 15, 1920.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinances), Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

KEENA

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

Registrar-General's Office, F. BARTLETT,
Colombo, December 1, 1920. Registrar-General.