



# Ceylon Government Gazette

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## Part I. — General.

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### PROCLAMATIONS BY THE GOVERNOR.

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

#### PROCLAMATION.

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

W. H. MANNING.

**K**NOW Ye that We, the Governor, in exercise of the powers vested in Us by section 6 of "The Masters Attendant's Ordinance, No. 6 of 1865," and with the advice and consent of the Executive Council, do hereby frame and establish, as from and after January 15, 1921, the rule set out in the schedule hereto in substitution for rule 16 of section VII. of the rules made under the said Ordinance, and dated June 15, 1900.

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

By His Excellency's command,

GOD SAVE THE KING.

GRAEME THOMSON,  
Colonial Secretary.

#### SCHEDULE.

16. Cargo boats or coal boats not to go alongside of vessels until flag "N" has been hoisted.—No cargo boat or coal boat, whether laden or empty, shall come alongside any vessel within the port until flag "N" has been hoisted. Flag "N" shall not be hoisted until such ship has been granted pratique.

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

PROCLAMATION.

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

W. H. MANNING.

WHEREAS in pursuance of section 39 of "The Colombo Municipal Council Waterworks Ordinance, 1907," the Municipal Council of Colombo have further amended regulations Nos. 32 to 35, and have also amended regulation No. 45 of the regulations in the schedule to the said Ordinance:

Now know Ye that We, the Governor of Ceylon, in pursuance of the powers vested in Us by section 40 of the said Ordinance, do by this Proclamation notify that the said regulations, as amended and set forth in the schedule hereto, have been confirmed by Us in Executive Council.

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

By His Excellency's command,

GRAEME THOMSON,  
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

*Metered Supplies.*

Regulation 32A.—The prices of water supplied by meter in respect of premises paying consolidated rates or a fixed sum in lieu of such rates shall be as follows:—

- (1) To premises occupied wholly or in part—
- (a) For the purposes of conducting or carrying on any trade or manufactory, other than an ice or aerated water manufactory, in which water is used, 80 cents per 1,000 gallons.
- (b) For the purposes of a hotel, private boarding house, restaurant, lodging house, Rs. 1.30 per 1,000 gallons.
- (c) As public bathing places, 50 cents per 1,000 gallons.
- (d) For keeping horses, cattle, or vehicles for sale or hire, 50 cents per 1,000 gallons.
- (e) For the purpose of conducting or carrying on an ice or aerated water manufactory, Rs. 1.50 per 1,000 gallons.
- (f) For the purpose of conducting or carrying on a laundry, 50 cents per 1,000 gallons.
- (2) To premises upon which water is used for—
- (a) Swimming baths, 50 cents per 1,000 gallons.
- (b) Fountains and hydraulic motors not used in connection with any trade, 50 cents per 1,000 gallons.
- (c) Building and road making and road repairing purposes, Re. 1 per 1,000 gallons.
- (3) To premises wholly occupied for residential purposes and upon which water is used for watering gardens or compounds, Re. 1 per 1,000 gallons, for any quantity used in excess of that allowed free as follows:—

	Quantity of Water allowed free of charge per quarter. Gallons.
(a) Premises with an annual value not exceeding Rs. 2,000 ..	35,000
(b) Premises with an annual value of Rs. 2,000 and under Rs. 3,000 ..	40,000
(c) Premises with an annual value of Rs. 3,000 and under Rs. 4,000 ..	45,000
(d) Premises with an annual value of Rs. 4,000 and over ..	50,000

Regulation 32B.—The price of water supplied by meter for shipping shall be Rs. 5 per 1,000 gallons.

*Non-Metered Supplies.*

Regulation 33.—In all cases in which water is supplied in respect of premises not less than a quarter of an acre in extent, paying consolidated rates or a fixed sum in lieu of

such rates for the following purposes and not measured by meter, the following charges shall be paid in advance to the Municipal Council:—

(1) For watering gardens or compounds where no special tap or appliance is provided for the purpose:—

	Per Quarter. Rs. c.	Per Annum. Rs. c.
First half acre or part thereof ..	4 50	18 0
Every quarter acre or part thereof, in addition to the first half acre	1 50	6 0

(2) For water supplied to premises where horses, cattle, or vehicles are kept for sale or hire:—

	Per Mensem. Rs. c.
For each carriage or motor ..	1 0
For each jinrickshaw ..	0 25
For horse or mule ..	0 30
For each donkey ..	0 35
For each bullock ..	0 25
For each buggy ..	0 25

(3) Charges for horses, cattle, or vehicles kept for sale or hire, but not specified above, shall be determined by the Municipal Council at rates proportionate to those specified.

(4) For water supplied to premises where building operations are in progress, 25 cents per month for each workman employed.

(5) For water supplied to eating-houses, bakeries, and other premises where small quantities of water are used for other than domestic purposes, the Municipal Council may assess a charge in each case based upon the probable quantity of water used.

(6) For water supplied to public bathing places: For each tub kept on the premises (the capacity of any tub must not exceed 80 gallons), Rs. 14 a quarter.

Regulation 34.—The Municipal Council may supply water to private boarding houses or houses taking in paying guests and paying consolidated rates or a fixed sum in lieu of such rates, and charge for the same at the rate of 50 cents per head per month on the average number of boarders or paying guests lodging at each house during the month.

Regulation 35.—In the case of water supplied for purposes other than those specified above or in respect of premises not paying consolidated rates or a fixed sum in lieu of such rates, the Municipal Council may make such charges in respect thereof as may from time to time be fixed by a resolution of the Council, provided no existing rights and privileges are thereby interfered with.

Regulation 54.—The value of the amount of water consumed during the quarter shall be ascertained and calculated in accordance with the foregoing regulations.

## APPOINTMENTS, &amp;c., BY THE GOVERNOR.

No. 444 of 1920.

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

Mr. F. N. DANIELS to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Kurunegala; Additional District Judge, Kegalla; and Visitor of the Prison at Kurunegala, with effect from December 18, 1920, during the absence of Mr. M. S. SRESHTA on leave, or until further orders.

Mr. V. COOKE to act as District Judge and Additional Police Magistrate for the Districts of Chilaw and Puttalam, and Superintendent of the Chilaw Prison, *vice* Mr. C. COOMARASWAMY, from December 22 to 28, 1920.

Mr. ÆLIAN ONDAATJE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, *vice* Mr. V. P. REDLICH, from December 10 to 12, 1920, or until the resumption of duties by that officer.

Mr. G. F. FORREST to be, in addition to his own duties, Additional District Judge, Mullaitivu, on December 16, 17, and 18, 1920.

Mr. C. P. WIJERATNE to act as Commissioner of Requests and Police Magistrate and Additional District Judge, Kalutara, *vice* Mr. H. E. JANSZ, on December 7, 1920, or until the resumption of duties by that officer.

Mr. F. MARKUS to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, *vice* Mr. A. E. CHRISTOFFELSZ, from December 18, 1920, to January 3, 1921, or until the resumption of duties by that officer.

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, *vice* Mr. P. VYTIALINGAM, on December 11 and 12, 1920, or until the resumption of duties by that officer.

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

Mr. W. A. CORADINE to be an Official Member of the Local Board of Bandarawela, *vice* Mr. O. T. NETTELTON.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, December 8, 1920. Colonial Secretary.

No. 445 of 1920.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to post Lieutenant FRANCIS REYNOLD ALLEYNE BROWNE to the Ceylon Planters' Rifle Corps Reserve, with effect from November 29, 1920.

By His Excellency's command,

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

No. 446 of 1920.

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

*To be Second Lieutenants.*

Lance-Corporal ROBERT CLAYTON JONES.  
Rifleman, TOM HERBERT HOLLAND.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, December 7, 1920. Colonial Secretary.

No. 447 of 1920.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint the following to be members of the Provincial Road Committee, North-Central Province, for the year 1921:—

Mr. L. P. EMERSON.	Mr. D. S. ARUMUKHAM.
Mr. S. D. KRISTNARATNE.	Mr. B. TENNAKON.

By His Excellency's command,

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

No. 448 of 1920.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint the under-mentioned persons to be Assessors for the following Sanitary Board towns for the year 1921, under the provisions of section 5 of Ordinance No. 7 of 1866:—

<i>Kuliyapitiya.</i>	<i>Polgahawela.</i>
Mr. C. BEVEN.	Mr. J. GNANAPRAGASAM.
APPUHAMY KORALA.	Mr. A. KHAN SAIBO.
Mr. A. P. GUNATILAKA.	Mr. M. V. GUNASEKERA.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, December 7, 1920. Colonial Secretary.

No. 449 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, Nuwara Eliya, for a period of three years from December 1, 1920:—

Mr. C. J. OWEN.	Mr. H. WILKINSON.
Mr. N. G. CAMPBELL.	Mr. C. F. S. SHAW.
Mr. J. W. BENNETT.	Mr. P. B. ANDARAWEWA.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, December 4, 1920. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

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

**MUDUNPITA WIRAWANNI WIJSEKERA VIDURUPOLA** to act as Registrar of Lands, Nuwara Eliya, for three days from December 9, 1920, during the absence of the Registrar, **M. A. L. SALGADO**, on leave, or until further orders.

**KATHRAVELU MUTTIAH** as Registrar of Lands, Puttalam, with effect from December 3, 1920, *vice* **R. M. THEVATHASON**, transferred.

**JOHANNES PETER SILVA** to act as Registrar of Lands, Anuradhapura, for two weeks from December 1, 1920, *vice* **Y. M. T. SUBASINHA BANDARA**, on leave, or until further orders.

**CHARLES SENANAYAKA** to act as Registrar of Lands, Kegalla, for one week and four days from December 13, 1920, during the absence of the Registrar, **E. DE S. GUNAWARDANA**, on leave, or until further orders.

**MADUGALLE WALAWWE WIJERATNA BANDA** to act as Registrar of Births and Deaths, and of Marriages (Kandyan and General) of Uda Dumbara No. 2 division, in the Kandy District of the Central Province, for twelve days, with effect from December 20, 1920, *vice* **T. B. RAMBUKWELLE**, on leave. His office will be at Walawwewatta in Mediwaka.

**CARL EVAN ARNDT**, Cadet at the Anuradhapura Kachcheri, to be Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General) in the Anuradhapura District of the North-Central Province, with effect from December 15, 1920.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 8, 1920.

GRAEME THOMSON,  
Colonial Secretary.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed **MENIKGAMA ARACHCHIGE DON MATHIAS SENEVIRATNA** to act as Registrar of Births and Deaths of Ambatalenpahala East division, and of Marriages (General) of Ambatalenpahala division, in the Colombo District of the Western Province, for twenty-six days from December 1, 1920, during the absence of the Registrar, **HENRY ISAAC PERERA MANTHEERAPPERUMA SRIWARDENA**, on leave. His office will be at Kongahawatta in Kelanimulla.

The Additional Assistant Provincial Registrar, Kandy, has appointed **RATNAYAKA MUDIYANSELAGE DINGIRI BANDA** to act as Registrar of Births and Deaths, and of Marriages (General) of Uda Palata No. 3 division, in the Kandy District of the Central Province, for thirty days from December 2, 1920, during the absence of the Registrar, **K. B. NAWARATNA**, on sick leave. His office will be at Amunupurewatta in Amunupura.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed **YATIWELLEKORALLAGE DINGIRI BANDA** to act as Registrar of Births and Deaths of Maturata division, and of Marriages (General) of Uda Hewaheta division, in the Nuwara Eliya District of the Central Province, for twenty-one days from November 30, 1920, during the absence of the Registrar, **H. M. APPURAMY**, resigned. His office will be at Yatiwella.

The Assistant Provincial Registrar, Galle, has appointed **DON DAVID SURJARACHCHI AMARASEKARA** to act as Registrar of Births and Deaths of Hikkaduwa division, in the Galle District of the Southern Province, on December 1,

1920, during the absence of the Registrar, **H. B. WICKRAMARATNA**, on leave. His office will be at Tanayamewatta *alias* Bandarawatta in Hikkaduwa.

The Additional Assistant Provincial Registrar, Matara, has appointed **DON HENDRICK WICKRAMASINHA GAMAPATRANA** to act as Registrar of Births and Deaths of Aturaliya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, on December 1, 1920, during the absence of the Registrar, **D. D. W. GAMAPATRANA**, on leave. His office will be at Yahalewatta in Karagoda Uyangoda.

The Additional Assistant Provincial Registrar, Matara, has appointed **BENJAMIN CHARLES UKWATTE LIANAGEY** to act as Deputy Medical Registrar of Births and Deaths of Weligama town division, in the Matara District of the Southern Province, for twenty-one days from December 3, 1920 during the absence of the Deputy Medical Registrar, **A. M. DE SILVA**, on leave. His office will be at the Government Dispensary, Wiligama.

The Assistant Provincial Registrar, Hambantota, has appointed **KIRIGIGANA ARACHCHI PATABENDIGE DON EDORIS** to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for twelve days from November 26, 1920, during the absence of the Registrar, **K. H. DON CAROLIS**, on leave. His office will be at Kchombagahawatta in Punchiakurugoda (Tihawa).

The Provincial Registrar, Northern Province, has appointed **AIYATTURAI PONNUSAMY** to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for five days from November 30, 1920, during the absence of the Registrar, **V. M. MUTTUKUMARU**, on leave. His office will be at Hemakuda in Nallur.

The Assistant Provincial Registrar, Mannar, has appointed **PHILIPPU ANTHONY** to act as Registrar of Births and Deaths of Mantai North division, in the Mannar District of the Northern Province, for thirty days from November 22, 1920, *vice* Registrar, **M. SEBAMALAI**, deceased. His office will be at the Valaru in Ittikandal.

The Assistant Provincial Registrar, Mullaittivu, has appointed **T. U. CHELLIAH** to act as Registrar of Marriages (General) of Vavuniya South division, in the Mullaittivu District of the Northern Province, for three weeks from December 1, 1920, during the absence of Registrar, **C. AMPALAVANAR**, on leave. His office will be at Vavuniya.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw, has appointed **WICKRAMA LAWRENCE MENDIS WIJAYAGOONARATNA SENANAYAKE** to act as Registrar of Births and Deaths of Yagam pattu south division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for November 30, 1920, during the absence of the Registrar, **W. D. M. W. SENANAYAKE**, on leave. His office will be at the permanent Registrar's residence at Madampe.

The Assistant Provincial Registrar, Anuradhapura, has appointed **ALBERT ABEYSIRI GUNAWARDENA** to act as Registrar of Marriages (General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for thirteen days from December 2, 1920, during the absence of the Registrar, **Y. M. T. SUBHASINHA BANDARA**, on sick leave. His office will be at the Land Registry, Anuradhapura.

The Provincial Registrar, Ratnapura, has appointed **MALALASINHA JAYASUNDARA MUDIYANSELAGE KARUNARATNA BANDA** to act as Registrar of Births and Deaths of Muttettupola division, and of Marriages (General) of

Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa, for fourteen days from December 1, 1920, during the absence of the Registrar, H. A. WERASURIYA, on leave. His office will be at the permanent Registrar's office at Hanwana.

The Provincial Registrar, Ratnapura, has appointed HARANKAHAVIDANELAGE PUNCHI MAHATMAYA to act as Registrar of Births and Deaths of Bulugahapitiya division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for fourteen days from December 12, 1920, during the absence of the Registrar, H. V. PERIS APPUHAMY, on leave. His office will be at the permanent Registrar's office at Kendangamuwa Pahalagama.

Registrar-General's Office,  
Colombo, December 6, 1920.

F. BARTLETT,  
Registrar-General.

IT is hereby notified that DON DIAS KURUPPU NANAYAKKARA, Registrar of Births and Deaths of Pathegama division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, will, with effect from December 1, 1920, hold his office at Weligamageruppa in Kottagoda, instead of at Nangewatta

in Kottagoda, as notified in the *Government Gazette* No. 6,944 of May 24, 1918.

Registrar-General's Office,  
Colombo, December 3, 1920.

F. BARTLETT,  
Registrar-General.

IT is hereby notified that SETHUPATHIPPILLAI POOPALAPILLAI, Registrar of Births and Deaths, Karavaku pattu north No. 2 division, in the Batticaloa District of the Eastern Province, will, with effect December 1, 1920, hold his office at Puliadivalavu in Pandiruppu, instead of at Pandiruppu, as notified in the *Government Gazette* No. 6,905 of October 26, 1917.

Registrar-General's Office,  
Colombo, December 6, 1920.

F. BARTLETT,  
Registrar-General.

IT is hereby notified that PUNCHIRALAGE MUDALIHAMI, Registrar of Births and Deaths of Uddiyankulama korale south division, and of Marriages (Kandyan and General) of Hurulu palata division, in the Anuradhapura District of the North-Central Province, will, with effect from December 1, 1920, have an additional office at Galenbindunuwewa, where he will hold office on the 1st and 15th of every month.

Registrar-General's Office,  
Colombo, December 6, 1920.

F. BARTLETT,  
Registrar-General.

### GOVERNMENT NOTIFICATIONS.

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. E. J. M. Christoffelsz	Clerk in Grade I. of the Subordinate Clerical Service	Clerk to the Aide-de-Camp to His Excellency the Governor
Mr. M. S. Thiruvilingam	Clerk, Class II., Grade III.	Work in the new Statistical Department

By His Excellency's command,

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

GRAEME THOMSON,  
Colonial Secretary.

WITH reference to Government Circular No. 35 of April 9, 1920, it is hereby notified that the control price of rice for the period December 1 to 31, 1920, should be taken as 30 cents a measure for the purpose of calculating the amounts to be paid as rice allowance for December, 1920. The rice allowance for December will accordingly be 9 cents a day.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 10, 1920.

GRAEME THOMSON,  
Colonial Secretary.

#### "THE MUNICIPAL COUNCILS ORDINANCE, 1910."

A MENDMENT made by His Excellency the Governor in Executive Council, under sub-section (1) of section 62 of "The Municipal Councils Ordinance, 1910," to the rules for the grant of pensions and gratuities to officers and servants of the Kandy Municipality, published by Notification dated April 12, 1912.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 10, 1920.

GRAEME THOMSON,  
Colonial Secretary.

#### AMENDMENT REFERRED TO.

To rule 2 c add the following:—

2D. The Municipal Council may grant temporary increases of pensions and rice allowance for a term of twelve months commencing from December 10, 1920, to the pensioners, and in accordance with the scale referred to in rule 2 c.

## "THE LOCAL BOARDS ORDINANCE, 1898."

IT is hereby notified that the following by-law framed by the Local Board of Matale, under section 56 (21) of Ordinance No. 13 of 1898, and confirmed by His Excellency the Governor, with the advice of the Executive Council, is published for general information.

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

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

## BY-LAW REFERRED TO.

All cakes and sweetmeats which are hawked about in the streets or exposed for sale outside any building shall be kept in properly constructed cases free from flies and dust.

## "THE LOCAL BOARDS ORDINANCE, 1898."

IT is hereby notified that the following by-laws and table of fees made by the Local Board of Matale, under section 56 (5) of Ordinance No. 13 of 1898, and confirmed by His Excellency the Governor, with the advice of the Executive Council, are published for general information.

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

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

## BY-LAWS REFERRED TO.

*General.*

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

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

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

*Eating-houses and Tea and Coffee Boutiques.*

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

2. The walls of all eating-houses and tea or coffee boutiques shall be plastered and shall be whitewashed at least twice annually, and the rooms shall be well ventilated and lighted and the floors cemented.

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

4. The sugar used in such place shall be kept in stoppered glass bottles or earthenware jars or in tins with well fitting lids.

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

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

6. Every licensee of any eating-house or of a tea or coffee boutique shall keep a report book on his licensed

premises, and shall produce it for inspection whenever called upon by any officer of the Board.

*Common Lodging Houses.*

1. For the purpose of these rules a common lodging house shall mean any house or any part of a house in which four or more persons not being members of the same family are housed for hire.

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

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

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

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

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

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

License fees charged by the Local Board of Matale, with the sanction of the Governor in Executive Council, under the provisions of section 29A of "The Local Boards Ordinance, 1898," as amended by Ordinance No. 29 of 1914:—

	Annual Fees.	
	Rs.	c.
Eating-houses	6	0
Tea and coffee boutiques	3	0
Common lodging houses	6	0

## "THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

IT is hereby notified for general information that His Excellency the Governor has been pleased, under regulation 104, Part V., of the regulations made under "The Quarantine and Prevention of Diseases Ordinance, 1897," published by Notification dated September 6, 1917, in the *Government Gazette* No. 6,897 of September 7, 1917, to direct that the provisions of the said chapter shall be applied to the villages appearing in the schedule hereto, which have been declared by the Principal Civil Medical Officer to be areas infected with anchylostomiasis, and that the requirements which under the said chapter may be addressed to the Superintendent or other person in charge of the labourers on an estate shall be addressed, with regard to the said areas, to the village Arachchi of each area.

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

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

## SCHEDULE REFERRED TO.

Ampitigoda	Idampitiya	Moratuwela	Wellagiriya
Attanakumbura	Katayapatana	Manakola	Wetagepota
Ambaspitiya	Kahatadena	Napatawela	Wewatenne
Dunukebedde	Maturata	Padiyapelella	Wateggama
Ehalagastenne	Metabimbiya	Ukutale	Yatiwella

WITH reference to the Notification dated November 25, 1920, appearing in the *Government Gazette* of November 26, 1920, it is hereby notified that His Excellency the Governor has been pleased to appoint the persons whose names appear in the subjoined schedule to be Registrars of Births and Deaths for the divisions noted opposite their respective names, holding office in the places appearing in column 4.

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

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

## SCHEDULE REFERRED TO.

*Western Province.—Kalutara District.*

No. of Division.	Name of Registrar.	Name of Registration Division.	Place of Office.
7 ..	Dr. Herbert de Saram ..	.. Panadure town ..	Panadure hospital
	Edippuli Arachchige Joseph Perera (Deputy)	.. do. ..	do.
8 ..	Dunstan Edmund Wijesekera ..	.. Panadurebadda ..	Ratuwatta in Gorakapola
9 ..	Heperumage Don Arnolis ..	.. Talpitibadda ..	Delgahawatta in Mahawila

## "THE CEMETERIES AND BURIALS ORDINANCE, No. 9 OF 1899."

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of the above-named Ordinance, and on the recommendation of the "proper authority," to wit, the Government Agent, Western Province, made under the said section 34, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground for T. Lambert de Silva Gunasekera Karunaratne, of Kaluwamodera in Alutgama, and the members of his family.

Colonial Secretary's Office,  
Colombo, December 4, 1920.

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

## SCHEDULE.

An allotment of land called Mahabimma, situated at Kaluwamodara, in Alutgambadda of the Kalutara totamune of the Kalutara District of the Western Province, and further described in a survey dated February 25, 1920, made by Mr. T. F. Collette, Licensed Surveyor; and bounded as follows: North by a portion of the same land, east by General cemetery, south by Gansabhawa road, west by a portion of the same land; containing in extent 16 perches.

## "THE CEMETERIES AND BURIALS ORDINANCE, No. 9 OF 1899."

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of the above-named Ordinance, and on the recommendation of the "proper authority," to wit, the Government Agent, Western Province, made under the said section 34, has approved of the allotment of land set out in the schedule hereto being provided and used as a cremation ground for the priests of Indasararamaya at Maha Aruggoda in Panadure totamune.

Colonial Secretary's Office,  
Colombo, December 4, 1920.

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

## SCHEDULE.

An allotment of land called Munamalghawatta, situated at Maha Aruggoda, in Panadure totamune of the Kalutara District of the Western Province, and further described in a survey dated February 24, 1920, made by Mr. J. R. S. Rodrigo, Licensed Surveyor; and bounded as follows: North by a portion of the same land, east by the property of Don Haramanis Wettasinhe Appuhamy, south and west by a portion of the same land; containing in extent 16 perches.



## "THE CEMETERIES AND BURIALS ORDINANCE, No. 9 OF 1899."

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of the above-named Ordinance, and on the recommendation of the "proper authority," to wit, the Government Agent, Western Province, made under the said section 34, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground for Udugodage Gabriel Rodrigo, of Raddegoda, and the members of his family.

Colonial Secretary's Office,  
Colombo, December 4, 1920.

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

## SCHEDULE.

An allotment of land called Andagahanagalapaulakela, situated at Raddegoda, in Munwattelage pattuwa of the Rayigam korale of the Kalutara District of the Western Province, and further described in a survey dated March 30, 1916, made by Mr. H. O. Scharenguivel, Licensed Surveyor;

and bounded as follows: North by lot No. 7790 in preliminary plan 3,599, east by the burial ground, south by the cart road, west by lot No. 3 in partition plan No. 3,312; containing in extent 1 rood and 11 perches.

IT is hereby notified that His Excellency the Governor has been pleased to appoint the following gentlemen as Members of the Labour Advisory Committee:—

Mr. R. C. Boustead, of Messrs. Boustead Brothers, *vice* Mr. L. H. Combe, who is absent in Europe.  
Mr. R. G. Shipton, of Messrs. Hutson & Co., *vice* Mr. W. R. Burnett, who has left Ceylon.  
Mr. R. A. Milne, of Messrs. Walker, Sons & Co., *vice* Mr. W. A. Goodman, who has left Colombo.

Colonial Secretary's Office,  
Colombo, December 7, 1920.

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

## "THE EXCISE ORDINANCE, No. 8 OF 1912."

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Mr. C. M. Woods to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance, *vice* Mr. C. B. Clay, resigned.

Colonial Secretary's Office,  
Colombo, December 4, 1920.

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

Rule made by the Governor in Executive Council, under the provisions of Section 63 of "The Ceylon (Legislative Council) Order in Council, 1920."

ADDITION to rule 21 of Schedule II. to the said Order as published in the *Government Gazette* of November 19, 1920:—

"In the case of a poll for the election of a member for the Commercial Electorate, the ballot paper shall be delivered, on his applying for the same, to the duly appointed representative of any company or firm which is registered as an elector for such constituency, and such representative shall, for the purposes of any of the provisions of these rules as to the manner of voting, be deemed to be an elector. The appointment of every such representative shall be in writing under the common seal of the company or under the name of the firm, as the case may be."

Colonial Secretary's Office,  
Colombo, November 10, 1920.

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

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

*Constituency of the Western Province (Division B).*

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.

December 8, 1920.

J. G. FRASER,  
Government Agent, Western Province, Registering Officer  
for the Colombo Electoral District of the  
Western Province (Division B).



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

*The Constituency of the European Electorate (Rural) and the Constituency of the Western Province (Division B).*

IN terms of rule 5 of Schedule I. of the above Order in Council, notice is hereby given that the registers of voters relating to the above constituencies in respect of the Electoral District of Kalutara are completed, and that the said registers are open for inspection at all reasonable hours of the day at the Kalutara Kachcheri.

Any person who claims to have his name entered in either of the said registers, or, who, being entitled to do so, objects to the name of any person appearing therein, may make application to the Registering Officer hereinafter mentioned.

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

T. A. HODSON,

Assistant Government Agent, Kalutara, Registering Officer for the Electoral District of Kalutara in respect of the Constituency of the European Electorate (Rural) and of the Constituency of the Western Province (Division B).

The Kachcheri,  
Kalutara, December 10, 1920.

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

*Constituency of the Southern Province Electorate.*

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 the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

R. B. HELTINGS,

Government Agent, Southern Province, and Registering Officer for the Galle Electoral District of the Southern Province Electorate.

The Kachcheri,  
Galle, December 8, 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 Matara Electoral District of the said constituency has been completed, and that such register is open for inspection at the Matara 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.

W. L. MURPHY,

Assistant Government Agent, Matara District, Registering Officer for the Matara Electoral District of the Constituency of the European Electorate (Rural).

December 8, 1920.

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

*Constituency of the Southern Province Electorate.*

NOTICE is hereby given that the register relating to the Matara Electoral District of the said constituency has been completed, and that such register is open for inspection at the Matara 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.

W. L. MURPHY,

Assistant Government Agent, Matara District, Registering Officer for the Matara Electoral District of the Constituency of the Southern Province.

December 8, 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 Hambantota Electoral District of the said constituency has been completed, and that such register is open for inspection at the Hambantota 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.

The Kachcheri,  
Hambantota, December 7, 1920.

A. P. BOONE,  
Assistant Government Agent, Hambantota, Registering Officer  
for the Hambantota Electoral District of the Constituency  
of the European Electorate (Rural).

“THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920.”

*Constituency of the Southern Province.*

NOTICE is hereby given that the register relating to the Hambantota Electoral District of the said constituency has been completed, and that such register is open for inspection at the Hambantota 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.

The Kachcheri,  
Hambantota, December 7, 1920.

A. P. BOONE,  
Assistant Government Agent, Hambantota, Registering Officer  
for the Hambantota Electoral District of the Constituency  
of the Southern Province.

“THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920.”

*Constituency of the European Electorate (Rural).*

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.

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.

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,  
December 7, 1920.

R. M. M. WORSLEY,  
Assistant Government Agent, Mullaittivu, Registering Officer for the  
Mullaittivu Electoral District of the Constituency of the  
European Electorate (Rural).

“THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920.”

*Constituency of the European Electorate (Rural).*

NOTICE is hereby given that the register relating to the Batticaloa Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Batticaloa 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. V. BRAYNE,  
Government Agent, Eastern Province, Registering Officer for the  
Batticaloa Electoral District of the Constituency of the  
European Electorate (Rural).

“THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920.”

*Constituency of the Eastern Province.*

NOTICE is hereby given that the register relating to the Batticaloa Electoral District of the said constituency has been completed, and that copies of such register are open for inspection at the—

Batticaloa 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.
Trincomalee Kachcheri..	..	do.
Eraur Udayar's Office at Chenkaladi ..	..	During day at any time.
Karavaku Vanniah's Office at Kalumunai	..	do.

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. V. BRAYNE,  
Government Agent, Eastern Province, Registering Officer for the  
Batticaloa Electoral District 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 Puttalam and Chilaw Districts of the said constituency has been completed, and that a copy of such register is open for inspection at the Puttalam 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 the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

Puttalam Kachcheri,  
December 6, 1920.

W. K. H. CAMPBELL,  
Assistant Government Agent, Puttalam and Chilaw Districts,  
Registering Officer for the Puttalam-Chilaw Districts 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 Puttalam and Chilaw Districts of the said constituency has been completed, and that a copy of such register is open for inspection at the Puttalam 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 the publication of this notice, set out the grounds of application, and give an address for the receipt of the notices.

Puttalam Kachcheri,  
December 6, 1920.

W. K. H. CAMPBELL,  
Assistant Government Agent, Puttalam and Chilaw Districts, Registering  
Officer for the Puttalam-Chilaw Districts of the Constituency  
of the North-Western Province.

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

*Constituency of the European Electorate (Rural) and Constituency of the Province of Uva.*

NOTICE is hereby given that the register relating to the Province of Uva Electoral District of the said constituencies have been completed, and that such registers are open for inspection at the Badulla Kachcheri daily (Sundays excepted) from the hours of 10 A.M. to 4.30 P.M.

Any person claiming to have his name inserted in either 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.

Badulla Kachcheri,  
December 10, 1920.

H. W. CODRINGTON,  
Government Agent, Province of Uva, Registering Officer for the  
Province of Uva Electoral District of the Constituency  
of the European Electorate (Rural) and of the  
Constituency of the Province of Uva.

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

	1916-17.	1917-18.	1918-19.	1919-20.
	Rs.	Rs.	Rs.	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	8,409,626
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	6,330,186
September ..	6,320,453	5,669,945	6,826,306	
Total ..	66,981,878.	63,933,629	70,070,941	

General Treasury,  
Colombo, December 3, 1920.

BERNARD SENIOR  
Colonial Treasurer.

## NOTICES CALLING FOR TENDERS.

**TENDERS** are hereby invited for the conveyance of mails between Hatton Post Office and Railway Station, and Hatton, Dikoya, and Norwood, and Norwood and Bogawantalawa, and Norwood and Maskeliya from October 1, 1921.

2. If passengers are carried special accommodation for mails must be provided in order that the mails may be preserved from all damage.

3. Separate tenders are invited for each of the following services:—

For (A) two years and (B) for four years, twice daily each way—

A—By coach drawn by two horses; or

B—By motor—

(a) By motor coach; or

(b) By motor van or lorry.

4. The contractor will be required to provide extra coaches or motor cars at all times when necessary to meet the exigencies of the mail service without any charge.

5. The contractor will be required to provide such number of horses and coaches or motors as will, in the opinion of the Postmaster-General, be necessary for the services, and every such coach or motor car before being employed in the service will be subject to the approval of the Postmaster-General.

6. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent to him through the post.

7. Tenders should be marked "Tender for the Conveyance of Mails between Hatton, Norwood, and Bogawantalawa, &c.," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday, Tuesday, January 25, 1921.

8. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

9. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

10. A deposit of Rs. 100 for each service must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

11. Security to the amount of one-tenth of the subsidy asked will be required in cash for each service.

12. Tenders must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

13. All other information can be obtained on application to the Postmaster-General, Colombo.

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

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

General Post Office,  
Colombo, December 4, 1920. W. W. Woods,  
Acting Postmaster-General.

**TENDERS** are hereby invited for the contract for the conveyance of mails between Matara and Hambantota for a period of four years from October 1, 1921.

2. The services are as follows:—

*Service A.*—Between the Railway Station and the Post Office at Matara, about six trips daily, by motor van.

*Service B.*—Between the Post Offices at Matara and Tangalla, twice daily each way, and between Tangalla and Hambantota, once daily each way, by motor coach or van.

3. The contractor will be required to provide extra coaches or vans at all times when necessary to meet the exigencies of the mail service without any charge.

4. The hours of arrival and departure of the coaches or vans to be fixed from time to time by the Postmaster-General.

5. The contractor will be required to provide such number of motor coaches and vans as will, in the opinion of the Postmaster-General, be necessary for the services, and every such motor coach or van before being employed in the service will be subject to the approval of the Postmaster-General.

6. 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, or be sent to him through the post.

7. Tenders should be marked "Tender for the Conveyance of Mails between Matara and Hambantota" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday, Tuesday, January 25, 1921.

8. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

9. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

10. A deposit of Rs. 100 must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

11. Security to the amount of one-tenth of the subsidy asked will be required in cash for each service.

12. Tenders must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

13. The contract cannot be assigned or sublet without the authority of the Tender Board.

14. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office,  
Colombo, December 4, 1920. W. W. Woods,  
Acting Postmaster-General.

**TENDERS** are hereby invited for the contract for the conveyance of mails for a period of three years from October 1, 1921, between Matara and Deniyaya—

- (a) By motor van ; or
- (b) By motor lorry ; or
- (c) By motor car without passenger accommodation.

2. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

3. The contractor will be required to provide such number of motor conveyances, as will, in the opinion of the Postmaster-General, be necessary for the service, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General.

4. 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, or be sent to him through the post.

5. Tenders should be marked "Tender for the Conveyance of Mails between Matara and Deniyaya" 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, January 25, 1921.

6. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

7. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

8. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

9. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

10. Tenders for above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

11. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office, W. W. Woods,  
Colombo, December 4, 1920. Acting Postmaster-General.

**TENDERS** are hereby invited for the contract for the conveyance of mails from October 1, 1921, once daily between the Post Offices at Kurunegala and Madampe by (1) coach drawn by two bulls, or (2) by motor lorry, or (3) by motor van, or (4) by motor car.

2. If passengers are carried special accommodation for mails must be provided in order that the mails may be preserved from all damage.

3. Separate tenders are required for each of the above services.

4. Tenderers should quote the annual rates of subsidy required (1) for a two years' contract, (2), (3), and (4) for a four years' contract.

5. The hours of arrival and departure of the conveyances to be fixed from time to time by the Postmaster-General.

6. The contractor will be required to provide such number of conveyances and animals as will, in the opinion of the Postmaster-General, be necessary for the services,

and every such conveyance and animal before being employed in the service will be subject to the approval of the Postmaster-General.

7. The contractor will be required to provide extra conveyances at all times when necessary to meet the exigencies of the mail service without any charge.

8. 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, or be sent to him through the post.

9. Tenders should be marked "Tender for the Conveyance of Mails between Madampe and Kurunegala," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday Tuesday, January 25, 1921.

10. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

11. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

12. A deposit of Rs. 100 for each of the services must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

13. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

14. Tenders for the above services must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

15. The contract cannot be assigned or sublet without the authority of the Tender Board.

16. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office, W. W. Woods,  
Colombo, December 4, 1920. Acting Postmaster-General.

**TENDERS** are hereby invited for the contract for the conveyance of mails (a) by motor conveyance, (b) by coach drawn by two horses, for a period of three years from October 1, 1921, on the following lines:—

- (1) Jaffna to Kayts ;
- (2) Jaffna to Point Pedro ;
- (3) Kodikamam to Point Pedro or, alternatively ;
- (4) Kodikamam to Valvettiturai ;

once daily each way to run in connection with the Colombo mail trains. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

2. If passengers are carried special accommodation for mails must be provided so that they will be preserved from all damage.

3. Separate tenders are invited for each of the above services.

4. The contractor will be required to provide such number of motor cars or coaches or horses, as will, in the opinion of the Postmaster-General, be necessary for the services, and every such motor car, coach, or horse before being employed in the service will be subject to the approval of the Postmaster-General.

5. 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, or be sent to him through the post.

6. Tenders should be marked "Tender for the Conveyance of Mails between Jaffna and Kayts, &c.," 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, January 25, 1921.

7. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

8. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

9. A deposit of Rs. 100 for each of the services (1), (2), (3), (a), and (b) must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

10. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for each service.

11. Tenders for above services must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

12. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office, W. W. Woods,  
Colombo, December 4, 1920. Acting Postmaster-General.

**TENDERS** are hereby invited for the contract for the conveyance of mails for a period of two or four years from October 1, 1921, between Chilaw Railway Station and the Post Office at Chilaw and Puttalam.

- (a) By motor coach ; or  
(b) By motor van or lorry ; or  
(c) By motor car.

2. If passengers are carried special accommodation for mails must be provided in order that the mails may be preserved from all damage.

3. Separate tenders are required for each of the above services.

4. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

5. The contractor will be required to provide such number of motor conveyances, as will, in the opinion of the Postmaster-General, be necessary for the services, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General.

6. 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, or be sent to him through the post.

7. Tenders should be marked "Tender for the Conveyance of Mails between Chilaw and Puttalam" 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, January 25, 1921.

8. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

9. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

10. A deposit of Rs. 100 for each of the services tendered for must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

11. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for each service.

12. Tenders for above services must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

13. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office, W. W. Woods,  
Colombo, December 4, 1920. Acting Postmaster-General.

**TENDERS** are hereby invited for the contract for the conveyance of mails for two or four years from October 1, 1921, between Haputale, Haldummulla, Koslanda, Wellawaya, and Moneragala Post Offices, once daily each way, by motor conveyances.

2. If passengers are carried special accommodation for mails must be provided in order that the mails may be preserved from all damage.

3. The hours of arrival and departure of the motors to be fixed from time to time by the Postmaster-General.

4. The motors before being employed in the service will be subject to the approval of the Postmaster-General.

5. The contractor will be required to provide extra motors or runners at all times when necessary to meet the exigencies of the mail service without any charge.

6. 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, or be sent to him through the post.

7. Tenders should be marked "Tender for the Conveyance of Mails between Haputale and Moneragala" 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, January 25, 1921.

8. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

9. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

10. A deposit of Rs. 100 for the service must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.



11. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

12. Tenders for above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

13. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office, W. W. Woods,  
Colombo, December 4, 1920. Acting Postmaster-General.

**T**ENDERS are hereby invited for the contract for the conveyance of mails for a period of three years from October 1, 1921, between Kurunegala and Dodangaslanda by coach drawn by two bulls once daily each way, and by runner between Talagodapitiya Junction and Medamulla once daily each way. Twelve bulls and one runner will be required for the services.

2. If passengers are carried special accommodation for mails must be provided in order that the mails may be preserved from all damage.

3. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

4. The contractor will be required to provide such number of coaches and bulls and runners as will, in the opinion of the Postmaster-General, be necessary for the services, and every such coach or bull before being employed in the service will be subject to the approval of the Postmaster-General.

5. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Postmaster-General, Colombo, or be sent to him through the post.

6. Tenders should be marked "Tender for the Conveyance of Mails between Kurunegala and Dodangaslanda, &c.," in the left hand top corner of the envelope, and should reach the Office of the Postmaster-General, Colombo, not later than midday on Tuesday, January 25, 1921.

7. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

8. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

9. A deposit of Rs. 50 for the service must be made at the General Post Office, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

10. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for each service.

11. Tenders for above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

12. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office, W. W. Woods,  
Colombo, December 4, 1920. Acting Postmaster-General.

**T**ENDERS are hereby invited for the contract for the conveyance of mails for a period of four years from October 1, 1921, between Mullaittivu Post Office and Mankulam Railway Station—

- (a) By motor van ; or
- (b) By motor lorry ; or
- (c) By motor car.

If passengers are carried special accommodation for mails must be provided in order that the mails may be preserved from all damage.

2. The contractor will be required to provide extra motor conveyances at all times when necessary to meet the exigencies of the mail service without any charge.

3. The hours of arrival and departure of the motor conveyances to be fixed from time to time by the Postmaster-General.

4. The contractor will be required to provide such number of motor conveyances, as will, in the opinion of the Postmaster-General, be necessary for the service, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General.

5. 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, or be sent to him through the post.

6. Tenders should be marked "Tender for the Conveyance of Mails between Mullaittivu and Mankulam" 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, January 25, 1921.

7. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

8. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

9. A deposit of Rs. 100 for this service must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

10. Security to the amount of one-tenth of the subsidy asked will be required in cash for the service.

11. Tenders for the above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

12. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office, W. W. Woods,  
Colombo, December 4, 1920. Acting Postmaster-General.



**TENDERS** are hereby invited for the contract for the conveyance of mails for a period of three years from October 1, 1921, between Batticaloa Post Office and Akkarai pattu Post Office—

- (a) By motor coach; or  
(b) By motor van or lorry.

2. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

3. The contractor will be required to provide such number of motor conveyances as will, in the opinion of the Postmaster-General, be necessary for the service, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General.

4. 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, or be sent to him through the post.

5. Tenders should be marked "Tender for the Conveyance of Mails between Batticaloa and Akkarai pattu" 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, January 25, 1921.

6. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

7. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

8. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

9. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

10. Tenders for above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

11. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office, W. W. Woods,  
Colombo, December 4, 1920. Acting Postmaster-General.

**TENDERS** are hereby invited for the contract for the conveyance of mails for a period of three years from October 1, 1921, between Matale and Dambulla and Matale and Habarana—

- (a) By motor van; or  
(b) By motor lorry; or  
(c) By motor car.

2. If passengers are carried special accommodation for mails must be provided in order that the mails may be preserved from all damage.

3. Separate tenders are required for each of the above services.

4. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

5. The contractor will be required to provide such number of motor conveyance as will, in the opinion of the Postmaster-General, be necessary for the services, and every

such motor before being employed in the service will be subject to the approval of the Postmaster-General.

6. 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, or be sent to him through the post.

7. Tenders should be marked "Tender for the Conveyance of Mails between Matale and Dambulla and Matale and Habarana," as the case may be, in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, January 25, 1921.

8. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

9. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

10. A deposit of Rs. 100 for each of the services (a), (b), and (c) must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

11. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for each service.

12. Tenders for above services must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

13. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office, W. W. Woods,  
Colombo, December 4, 1920. Acting Postmaster-General.

**TENDERS** are hereby invited for the services named in the schedule hereunder for the period commencing from February 1, 1921 (or any previous date that may be named), and terminating on September 30, 1921.

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 Diets, — Hospital" 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 21, 1920.

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

6. A cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited

to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Principal Civil Medical Officer's Office.

7. If required, samples must be deposited.

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

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

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

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

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

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

Colombo, December 8, 1920.

*Schedule referred to.*

Services.	Tender	
	Deposit.	Security.
	Rs.	Rs.
(a) Supply of uncooked provisions without milk to—		
Female and Police Hospitals, Borella ..	200	400
(b) Supply of cooked provisions with milk to—		
Mantota Hospital ..	100	200

**TENDERS** are hereby invited for the construction of the following schools:—(1) Gomagoda Girls' School 50 ft. by 20 ft. and attached quarters and latrine; (2) Palle-galadebooka, 50 ft. by 20 ft. and attached quarters and latrine; (3) Minigomuwa, 70 ft. by 20 ft. and attached quarters and latrine; (4) Kobbekaduwe School, 70 ft. by 20 ft.; (5) Hedeniya Girls' School Extension and quarters in the Kandy District, Central Province.

2. Tenders must be addressed to the Government Agent, Central Province, Kandy, and should reach the Kandy Kachcheri not later than midday on December 17, 1920. There should be a separate tender for each work, and the name of the school should be marked on the left hand top corner of the envelope.

3. Tenders must be on forms which will be supplied from the Kachcheri, and no tender will be considered unless it is furnished on the recognized form thus obtained. All alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

4. A deposit of Rs. 50 will be required to be made at the Kachcheri before a tender form is issued. Should any person decline to enter into the contract or bond, or fail to furnish approved security within 7 days of receiving a notice in writing from the Government Agent, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature of contract or agreement.

5. The plan and specification can be seen, and further information obtained at the Kachcheri.

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

The Kachcheri,  
Kandy, December 3, 1920.

W. L. KINDERSELY,  
Government Agent.

**TENDERS** are hereby invited for the work of repairing the salt store 21, Kalpitiya.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tender for repairing the Salt Store 21, Kalpitiya," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 p.m. on December 22, 1920.

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

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

5. The tenderer should name an address at Puttalam where letters for him may be left or delivered.

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

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

*Particulars of the Work to be done.*

All the decayed or otherwise worthless cadjan, timber, and other materials that are on the building now should be removed and replaced by new and sound materials.

The roof of the store should be re-thatched with new cadjans, and pootus should be placed thereon to serve as weights.

The walls of the store should be repaired in necessary places. The floor should be levelled and repaired with clay and stamped in necessary places, and the inside of the stores lined with new cadjans. Bulges of the walls should be straightened and old cadjans removed.

Puttalam Kachcheri, S. M. P. VANDERKOEN,  
December 6, 1920. for Assistant Government Agent.

**SEALED** Tenders, marked on the envelopes "Tender for erecting a fence round the Salt Stores at Udappu with fence sticks," will be received by the Assistant Government Agent of Puttalam up to 1 p.m. on December 22, 1920.

Tenderers are requested to observe the following conditions:—

(a) Money deposit of Rs. 10 to be made in any Kachcheri before December 22, 1920, to be forfeited if the tenderer fails, on his tender being accepted, to enter into a contract within a reasonable time.

(b) Duplicate of tender to be forwarded by post to the Hon. the Controller of Revenue at the time at which the tenderer forwards the original to the Assistant Government Agent, Puttalam.

(c) Tenderer to name an address in Puttalam for delivery of any notices.

For further particulars apply to the Salt Inspector, Puttalam.

Puttalam Kacheheri, S. M. P. VANDERKOEN,  
December 7, 1920. for Assistant Government Agent.

**SEALED** Tenders marked on the envelopes "Tender for the Supply of Carts and Bulls" for the Local Board of Anuradhapura for one year from January 1, 1921, will be received by the Chairman, Local Board, Anuradhapura, till 12 noon on Saturday, December 11, 1920.

2. The tender is to be for supplying 5 carts and 5 pairs of bulls for scavenging work and 4 pairs of bulls for latrine carts and sewage cart (latrine and sewage carts are to be supplied by the Board).

3. The successful tenderer will be required to deposit in cash Rs. 500 for the due performance of the contract.

4. The Chairman does not bind himself to accept the lowest or any tender.

5. Further particulars may be obtained at the Office of the Local Board.

6. A cash security of Rs. 50 should be deposited by each tenderer, otherwise his tender will not be considered.

Local Board Office, F. G. TYRRELL,  
Anuradhapura, December 1, 1920. Chairman.

**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.
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 Andankulam, east and south by the Kokulai-ar, 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-ar, and west by Andankulan 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.

## SALES OF UNSERVICEABLE ARTICLES, &amp;c.

THE under-mentioned unserviceable articles will be sold by public auction at 12.30 P.M., on Monday the 13th instant, at the Postal Store, Colombo:—

2 letter boxes	17 letter clips
4 signboards	5 inkstands
4 travelling letter boxes	2 parcel scales
14 chairs	2 rulers
2 stools	24 drawer and almirah locks
5 writing tables	2 spear bells
1 stamping table	2 letter trays
3 rubbish bins	10 buckets
28 tarpaulins	1 wall thermometer
3 hanging lamps	1 enamel jug
2 table lamps	1 lot old uniforms
1 wall lamp	1 lot empty drums
6 rickshaw lamps	1 lot empty tins
3 stoves with pan	1 lot old brooms
21 hurricane lanterns	1 Remington typewriter
2 ordinary lanterns	3 clocks

T. W. WHITE,  
for Postmaster-General.  
General Post Office,  
Colombo, December 3, 1920.

THE under-mentioned articles will be sold by auction on Friday, December 17, 1920, at 3.30 P.M., at the Registry, Supreme Court:—

Six Remington Understroke Typewriters.

GUY O. GRENIER,  
Acting Registrar, Supreme Court.  
Registry, Supreme Court,  
Colombo, November 17, 1920.

NOTICE is hereby given that the following unserviceable articles will be sold by public auction on Tuesday, December 21, 1920, at 3 P.M., at the Mahara Jail gate:—

26 buckets, zinc, galvanized iron.	26 lanterns, hurricane, hanging
3 cots, wooden	250 pints, zinc and tin
100 chamber pots	400 plates, zinc and tin
2 kegs, latrine, oval-shape	5 trays, urinal
15 kegs, latrine, P. W. D. pattern	30 tubs, wooden, water-carrying
8 lamps, wall	

Mahara Prison,  
December 3, 1920.

W. G. CAGBY,  
Superintendent.

## VITAL STATISTICS.

## Registrar-General's Health Report of the City of Colombo for the Week ended December 4, 1920.

**Births.**—The total births registered in the city of Colombo in the week were 157 (4 Europeans, 10 Burghers, 92 Sinhalese, 18 Tamils, 23 Moors, 7 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1920, viz., 295,292) was 27.8, as against 31.0 in the preceding week, 22.1 in the corresponding week of last year, and 21.0 the weekly average for last year.

**Deaths.**—The total deaths registered were 193 (1 European, 11 Burghers, 104 Sinhalese, 37 Tamils, 25 Moors, 8 Malays, and 7 Others). The death-rate per 1,000 per annum was 34.2, as against 29.2 in the previous week, 40.7 in the corresponding week of last year, and 27.7 the weekly average for last year.

**Infantile Deaths.**—Of the 193 total deaths, 53 were of infants under one year of age, as against 39 in the preceding week, 47 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 13.

**Principal Causes of Death.**—1. Twenty-four deaths from *Phthisis* were registered, 9 in Maradana (including 4 deaths of non-residents in hospitals), 5 in Slave Island, 3 each in Kotahena and Kollupitiya, 2 in New Bazaar, and 1 each in San Sebastian and Wellawatta, as against 8 in the previous week and 14 the weekly average for last year.

2. (a) Eighteen deaths from *Pneumonia* were registered, 6 in Kotahena, 5 in Maradana, 2 each in New Bazaar and Kollupitiya, and 1 each in St. Paul's, Slave Island, and Wellawatta, same as in the previous week, and 21 the weekly average for last year.

(b) Six deaths from *Influenza* were registered, 3 in Maradana and 1 each in St. Paul's, Kotahena and Slave Island, as against 8 in the previous week and 11 the weekly average for last year.

(c) One death from *Bronchitis* was registered in New Bazaar, as against 8 in the previous week.

3. One death from *Enteric Fever* was registered in Maradana (of a non-resident in hospital), as against 6 in the previous week, and 5 the weekly average for last year.

4. Nine deaths from *Plague* were registered, 3 in Maradana, 2 each in Pettah and St. Paul's, and 1 each in Slave Island and Kollupitiya, as against 5 in the previous week and 2 the weekly average for last year.

5. Two deaths of non-residents of the town were registered from *Smallpox* at the Infectious Diseases Hospital, Wellawatta, as against 3 in the previous week.

6. Twenty deaths from *Infantile Convulsions* were registered, 12 from *Debility*, 10 from *Enteritis*, 7 from *Diarrhoea*, 6 from *Dysentery*, 4 from *Worms*, 3 from *Tetanus*, and 70 from *Other Causes*.

7. Fifteen cases of *Plague*, 11 of *Enteric Fever*, 9 of *Chickenpox*, 2 of *Measles*, and 2 of *Smallpox* were reported during the week, as against 10, 12, 6, 6, and 2, respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 77.9°, same as in the preceding week and against 79.8° in the corresponding week of the previous year. The mean atmospheric pressure was 29.965 in., against 29.867 in. in the preceding week and 29.964 in. in the corresponding week of the previous year. The total rainfall in the week was 1.14 in., against 5.11 in. in the preceding week and 3.43 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, December 7, 1920.

FRED. L. ANTHONISZ,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF BOSANQUET &amp; COMPANY, LIMITED.

1. 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 return 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 employes or ex-employes of the Company, or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (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. MATTHEW, 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 &amp; 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 includes 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 effected 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 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 paid. Should the Shareholder over whose share the lien exists 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.

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 Trail, 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:

[Third Publication.]

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

## 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, cardamoms, grains, 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
S. සමසේ, Hikkaduwa .. .. .	One
C SAE 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 SARAJ,  
Proctor, Supreme Court, Colombo.

#### ARTICLES OF ASSOCIATION OF THE CEYLON TEA GROWERS AND TRADING COMPANY, LIMITED.

It is agreed as follows:—

- 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.
- 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.
- 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 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 *bona fide* sold, re-allotted, or otherwise disposed of under Article 43 hereof shall be redeemable after sale or disposal.

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

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

48. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof shall be applied in or towards the satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be 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, artizans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artizans, 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, artizans, 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. *Meetings 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 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.

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 thereat 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 of 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. MOTHAY,  
A. V. DE SILVA,  
S. S. SENARATNA,  
C. SAB SENARATNA,  
M. DE S. JAYARATNA,  
H. MAMOJEE,  
S. S. SENARATNA.

Witness to the above signatures at Colombo, this 10th day of July, 1920:

[Second Publication.]

FRED. DE SARAN,  
Proctor, Supreme Court, Colombo.

**International Stores, Limited.***(In Liquidation.)*

NOTICE is hereby given that, at the Final General Meeting of Shareholders of the above-named Company, duly convened and held at the office of the Liquidator, Caffoor's Building, Fort, Colombo, on Wednesday, December 1, 1920, at 12 noon; the following resolutions were unanimously passed, viz:—

(a) "That the accounts submitted to the Meeting and showing the manner in which the winding up has been conducted and the property of the Company disposed of be received and adopted."

(b) "That the affairs of the Company have been properly wound up."

H. D. THORNTON,  
Liquidator.

Colombo, December 2, 1920.

**The Hill Club Company, Limited, Nuwara Eliya.**

NOTICE is hereby given that the Twenty-sixth Ordinary Annual General Meeting of the Shareholders of this Company will be held at their registered office at Nuwara Eliya, at 12 noon, on Saturday, December 18, 1920.

1. To receive the report of the Directors and the statement of accounts for the year ending June 30, 1920.

2. To elect Directors.

3. To elect an Auditor.

4. To consider the following resolution:—"That the capital of the Hill Club Company, Limited, be increased to Rs. 100,000 by the creation of 500 new shares of Rs. 100 each, such new shares to be issued in part, in order to pay for improvements of the Club premises and furniture, and the balance to be issued to new members joining, one new share to be issued to each of such new members."

Proxies duly stamped and signed should reach this Office not later than December 16, 1920.

The Transfer Books of the Company will be closed from December 11 to December 18, 1920.

By order of the Board of Directors,

D. E. PAYN,  
Secretary.

December 2, 1920.

**The Ekkeralle Tea and Rubber Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the Company's registered office, Lloyd's Building, No. 7a, Prince street, Fort, Colombo, on Saturday, December 18, 1920, at 12 noon, to transact the following business:—

1. To confirm as a special resolution the resolution which was duly passed by the requisite majority at the Annual General Meeting of the Company held on Friday, November 26, 1920, viz:—

"That the Ekkeralle Tea and Rubber Company, Limited, be wound up voluntarily."

2. To appoint a Liquidator and to fix his remuneration.

3. To appoint an Auditor.

By order of the Directors,

AITKEN, SPENCE & Co.,  
Agents and Secretaries.

Colombo, December 4, 1920.

**The Rambodde Tea Syndicate, Limited.**

NOTICE is hereby given that the Fourth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the Company's registered office, Lloyd's Building, No. 7a, Prince street, Fort, Colombo, on Monday, December 20, 1920, at 2 p.m.

*Business.*

1. To receive the report of the Directors and statement of accounts to June 30, 1920.

2. To elect a Director.

3. To appoint Auditors for the current year.

4. To consider the financial position of the Company, and, if thought fit, to pass the following resolution:—

"That the Directors be and are hereby authorized to to lease, sell, or abandon Rambodde estate."

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

The Transfer Books of the Company will be closed from December 14 to 20, 1920, both days inclusive.

By order of the Directors,

AITKEN, SPENCE & Co.,

Colombo, December 7, 1920. Agents and Secretaries.

**The Fairlawn Estates, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the registered office of the Company, No. 4, Prince street, Colombo, on Tuesday, December 21, 1920, at 2.30 p.m.

*Business.*

To confirm as a special resolution the subjoined resolution which was duly passed by the requisite majority at the Extraordinary General Meeting of Shareholders held on December 6, 1920:—

"That clause 52 of the Articles of Association of the Company be amended by the substitution of the words Fifty thousand Rupees for the words Twenty thousand Rupees."

By order of the Directors,

HARRISONS & CROSFIELD, LIMITED,

Colombo, December 9, 1920. Agents and Secretaries.

**Church of the Holy Trinity, Colombo.**

A MEETING will be held of the congregation of the above church on Sunday the 26th instant in the vestry of the Church to elect three Trustees for the year 1921. The accounts for the year 1920 will be submitted to the meeting by the Honorary Treasurer.

GEORGE A. GRENIER,  
Vicar.

**Auction Sale.**

BY virtue of a commission issued to me by the District Court of Colombo in case No. 53,270, I shall sell on Wednesday, January 5, 1921, at 3 p.m.:—

The piece of land known as Koragahaowitawatta, Kebellagahakumburawanate *alias* Pukattenagahalandekumbura and owita, situated at Pettiyagoda, in the District of Colombo, in extent about 2 acres 2 rods and 6 perches.

For further particulars apply to Messrs. Joseph & Rustomjee, Proctors, Colombo, or to me:

S. H. S. JOSEPH,

Colombo, December 8, 1920. Auctioneer and Broker

**Auction Sale of a Property at Tudella, in the Colombo District.**

UNDER decree in case No. 14,293 of the District Court of Negombo, in favour of the plaintiff Seena Ana Roona Suppiah Palle of Negombo, against the defendant Jayasuriyakaranage Poloriano Perera of Tudella, and by virtue of the order to sell issued to us thereunder for the recovery of the claim, interest, and costs therein appearing, less the sum of Rs. 70 credited to the plaintiff by the sale of a land, we shall sell the under-mentioned property mortgaged by bond No. 1,179 dated November 21, 1918, attested by P. D. F. de Croos, Notary, by public auction at the spot, on Wednesday, December 29, 1920:—

At 10 a.m.

An undivided  $\frac{1}{3}$  share from and out of the  $\frac{1}{3}$  share of the allotments of land called Kottagahawatta and of the cadjan-thatched house standing thereon, situated at Tudella, in Ragam pattu of Alutkuru korala, in the District of Colombo, Western Province; the said  $\frac{1}{3}$  share being in extent about 1 bushel and 1 peck of paddy sowing ground, as primary mortgage.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, Negombo, or from—

M. P. KUREERA & Co.,

Negombo, December 7, 1920.

Auctioneers.

**Auction Sale of a Property at Kosinna, in the District of Kurunegala.**

UNDER decree in case No. 13,861 of the District Court of Negombo, entered in favour of the plaintiff Koona Pana Rawenna Mana Ana Vena Alagappa Chetty, by his attorney Koona Pana Rawenna Mana Ana Vena Kannappa Chetty of Negombo, against the defendant Madurawalage

Don Lazarus Jayasundera Goonewardena Appuhamy of Dalugama, and by virtue of the order to sell issued to me thereunder for the recovery of the sum of Rs. 6,220, with interest on Rs. 4,000 at 18 per cent. per annum from August 17, 1919, to March 31, 1920, and thereafter at 9 per cent. per annum on the aggregate amount of decree till payment in full and costs of suit, less the sum of Rs. 2,911 already recovered, I shall sell the under-mentioned property mortgaged by bond No. 1,612 dated April 17, 1916, attested by D. L. E. Amarasinghe, Notary, as primary mortgage, by public auction, at the spot, at 3 P.M., on Friday, December 31, 1920:—

The undivided  $\frac{1}{2}$  share of all that land comprised of the contiguous allotments called Hankoladeniya, Bogahamulahena, Moonamalgahamulapillewa, Kohombagahamulawatta, Mahakosgahamulawatta, Unapanduragawawatta, Indigollehena, Halgahakotuwehena, Menerikanathahena, Bogahamulawatta, Bulugahamulawatta, Kahatagahamulahena, Gamwasanhena, Ketakellagahamulahena, Halgahakotuwehena, and Halgahakotuwehena, situated at Kosinna, in Dambadeni Udugaha korale of the Dambadeni-hatpattu, in the District of Kurunegala, North-Western Province; containing in extent 24 acres 3 roods and 32 perches more or less.

This sale is to be held at the risk of the original purchaser M. Davith Sinno Appuhamy, who has failed to comply with the conditions of sale under which the same was sold.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, Negombo; or from—

Negombo, December 7, 1920. M. P. KURERA, Auctioneer.

**Auction Sale of Valuable Properties at Gallehamulla and Pannana, in the District of Kurunegala.**

UNDER decree in case No. 14,244 of the District Court of Negombo, entered in favour of the plaintiff Moona Rona Rawenna Mana Soona Pana Supparamaniam Chetty, by his attorney Ana Rona Kana Nana Arunasalem Chetty of Negombo, against the defendant Jayasingha Mudalige Banda, Vidane of Gallehamulla, and by virtue of the order to sell issued to us thereunder for the recovery of the sum of Rs. 9,295.83, with interest on Rs. 5,750 at 20 per cent. per annum from March 11, 1920, to August 31, 1920, and thereafter at 9 per cent. per annum on the aggregate amount of decree till payment in full, and costs of suit, we shall sell the under-mentioned properties, mortgaged by bond No. 7,698, dated August 10, 1916, attested by P. W. Marasinghe, Notary, as primary mortgage, by public auction, at the respective spots, on Monday, January 3, 1921, to wit:—

Commencing at 2 P.M.

1. The undivided  $\frac{1}{7}$  share of the land called Kahatagahawatta, situated at Gallehamulla in Pitigal korale of the Katugampola hatpattu in the District of Kurunegala, North-Western Province; containing in extent about 12 acres, with the buildings thereon.

2. The undivided  $\frac{1}{7}$  share of the land called Delgahawatta or Delgahamulawatta, situated at Gallehamulla aforesaid; containing in extent about 15 acres, with the buildings thereon.

3. The undivided  $\frac{1}{7}$  share of the land called Telambuhawatta, situated at Gallehamulla aforesaid; containing in extent about 3 acres, with the buildings thereon.

4. The undivided  $\frac{1}{2}$  share of the land called Nugagahawatta, situated at Gallehamulla aforesaid; containing in extent about 1 parrah of kurakkan sowing ground, with the buildings thereon.

5. The undivided  $\frac{1}{2}$  share of the land called Kahatagahawatta, situated at Gallehamulla aforesaid; containing in extent about 8 measures of kurakkan sowing ground.

6. The undivided  $\frac{1}{7}$  share of the land called Scholeawatta or Alutgethibunuwatta, situated at Gallehamulla aforesaid; containing in extent about 15 acres, with the buildings thereon.

7. The field called Hingalagekumbura, situated at Gallehamulla aforesaid; containing in extent about 5 parrahs of paddy sowing ground.

8. The undivided  $\frac{1}{2}$  share of the land called Meelagahahena, situated at Gallehamulla aforesaid; containing in extent about 8 acres, with the buildings standing thereon.

At 4 P.M.

9. The field called Nedungahakumbura of about 40 parrahs of paddy sowing ground, and the adjoining high land of about 15 parrahs of kurakkan sowing ground, forming one land, situated at Pannana in Pitigal korale aforesaid; containing in extent about 70 acres. Of this high and low land, the undivided  $\frac{1}{7}$  share, with the buildings standing thereon.

At 4.15 P.M.

10. The land called Delgahakele, marked 87D, situated at Pannana aforesaid; containing in extent 8 acres, with the buildings standing thereon.

At 4.30 P.M.

11. The land called Ambagahawatta, situated at Pannana aforesaid; containing in extent about 4 measures of kurakkan sowing ground, with the buildings thereon.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, Negombo, or from—

Negombo, December 8, 1920. M. P. KURERA, Auctioneer.

**Auction Sale.**

In the District Court of Negombo.

Sawanna Thana Lena Muttaiah Pulle, by his attorney Moona Arumugam Pulle ..... Plaintiff.

No. 14,239.

Vs.

Henry Vincent Perera Wijesinghe Samarasekera of Dewalapola ..... Defendant.

UNDER and by virtue of the decree entered in the above case and the order to sell issued to us for the recovery of the amount therein stated; we shall sell by public auction at the respective spots on Wednesday, January 5, 1921, the under-mentioned properties mortgaged by mortgage bond No. 510 dated October 7, 1916, attested by P. D. F. de Croos, Notary, to wit:—

At 3 P.M.

1. All that land called Uludeniyanakatta, situate at Dewalapola in Dasiya pattuwa; in extent about 1 rood, with the buildings standing thereon.

At 3.15 P.M.

2. All that undivided  $\frac{1}{2}$  share of the land called Dombagahalanda, situate at Dewalapola aforesaid; in extent 5 acres 1 rood and 11 perches.

For further particulars apply to P. D. F. de Croos, Esq., Proctor and Notary, or to us—

Negombo, December 7, 1920. K. L. PERERA & SON, Auctioneers.

**Auction Sale**

In the District Court of Negombo.

Imiyamalage Appu Singho of Siyambalgoda ..... Plaintiff.

No. 13,942.

Vs.

Pandithamohottige Raphil Singho of Vevel-deniya ..... Defendant.

UNDER and by virtue of the decree entered in the above case and the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction at the respective spot on Saturday, January 8, 1921, the under-mentioned properties mortgaged by mortgage bond No. 120 dated July 31, 1914, attested by D. B. P. Karunaratna, Notary, to wit:—

At 10 A.M.

1. All that undivided  $\frac{1}{2}$  share of the land called Meegahawatta, situate at Veveldeniya in Udugahapattuwa; in extent about 1 acre and 2 roods.

At 11 A.M.

2. All that land called Deegallekande, situate at Lindara in pattu aforesaid; in extent 2 roods and 5 perches.

For further particulars please apply to D. W. Samarasinghe, Esq., Proctor; Negombo, or to me:

Negombo, December 7, 1920. K. L. PERERA & SON, Auctioneers.

**Sale by Public Auction.**

In the District Court of Galle.

BY virtue of judgment entered against (1) Edwin Wickramasuriya, (2) Francis Wickramasuriya, both of Kataluwa, and (3) Mutuwa Sarukkalige Simon de Silva of Gintota in favour of Kotthigoda Kankanage Albert de Silva of Gintota, and by virtue of a commission issued to me in case No. 18,341 of the District Court of Galle for the recovery of the sum of Rs. 4,932.91, with interest thereon at 9 per cent. per annum from November 19, 1920, till payment in full, and costs of this action, I shall sell by public auction on Monday, December 20, 1920, at 4 P.M., at the spot, the following property, to wit:—

An undivided 6/18 or 3/9 part of the land called Koodalugoda, situate at Kataluwa, in Talpe pattu of the district of Galle; bounded on the north by lot T 581 in P. P. 7,928 and T. Ps. 252,037, 139,269, 252,036, and 256,378, east by lot 28,948 in P. P. 7,928 and T. Ps. 151,299 and 252,040, south by lots 22,944 and V 583 in P. P. 7,928 and T. Ps. 252,039 and 252,038, and west by lot V 583 in P. P. 7,928 in T. Ps. 144,174, 259,245, 145,115, 252,799 and 253,357, and a road containing in extent 82 acres and 20 perches, according to the figure of survey bearing No. 270,139 dated June 17, 1910, made by Vanu Surveyor-General.

Conditions of sale will be read over before the sale.

For further particulars please apply to E. S. Jayawickrama, Esq., Proctor, Supreme Court, and Notary Public, Galle, or from me:

U. B. WIJEKOON,  
Commissioner.

**Auction Sale.**

BY virtue of the commission issued to me in the partition case No. 14,599 of the District Court of Galle, I will sell in public auction on Saturday, January 8, 1921, at 2 P.M. at the spot, first amongst the co-owners at the appraised value, and if there be no bidders amongst the co-owners higher than the appraised value, then amongst the public:—

All that land called Lintotawatta alias Gedarawatta, together with the masonry built tiled house, bearing Municipal assessment No. 75, standing thereon, situate at Magalla, and bounded on the north-east by portion of the same land claimed by H. L. Marsian de Silva and others, south-east by portion of same land and house No. 77, claimed by K. P. Louishamy, south-west by high road from Galle to Matara, and north-west by private road; together with all the plantations thereon, and containing in extent 10.6 perches.

K. G. BENNET DE SILVA,  
Galle, November 20, 1920. Licensed Auctioneer.

**Auction Sale.**

BY virtue of a commission issued to me in the partition case No. 14,721 of the District Court of Galle, I will sell in public auction, on Saturday, December 18, 1920, at 2 P.M., at the spot:—

All that unallotted lot No. 14 in partition plan No. 3,375A dated August 5, 1919, made by Mr. F. A. Ginasekara, Licensed Surveyor, of the land called Madapatalawatta alias Katukurundegewatta, situate at Dangedara, within the Four Gravets of Galle; and which lot is bounded on the north by the hill cut, on the east by the lots Nos. 8, 9, 10, 11, 12, and 13 of this land, on the south by a portion of this land, and on the west by a portion of this land; containing in extent 37 perches, in public auction as provided for by Ordinance No. 10 of 1863.

J. H. D. ABEYGOONEWARDENE,  
Galle, November 22, 1920. Licensed Auctioneer.

**Auction Sale.**

BY virtue of a commission issued to me in the testamentary case No. 4,756 of the District Court of Galle, I will sell in public auction on Thursday, December 23, 1920, at 2 P.M., at the spot:—

All the soil and trees of Ampatiyeowitawatta, owita, and wagura adjoining together, containing in extent 2 acres 1 rood and 25 perches, situate at Uduweliwitiya in Ganga-

boda pattu of Galle District; and bounded on the north by Heeattamullaowita, east by Welikadamulleowita, south by Terun-ela and Gin-ganga, and west by Horatuwepelessewatta alias Appuwegewatta.

J. H. D. ABEYGOONAWARDENE,  
Galle, November 26, 1920. Licensed Auctioneer.

**Auction Sale.**

In the District Court of Galle.

Ardis Wijesooriya of Dodanduwa ..... Plaintiff.  
No. 13,518. Vs.

(1) Hettihandi Kaluhewa Mendis Appu, (2) ditto  
Marthenis Appu ..... Defendants.

And

(1) Arthur Edward Magilian Senanayake, (2) Ellen Regina ditto, both of Kadurupe, (3) Hettihandi Kaluhewa Dadinhamy, wife of (4) E. F. Weerawardane, both of Dickwella estate, Kegalla, in place of 1st defendant ..... Substituted defendants.

UNDER and by virtue of the order issued to me in the above case, I shall sell by public auction the following property declared bound and executable for the recovery of the principal, interest, and costs of suit, on Saturday, December 18, 1920, at 10 A.M., at Wellabodawatta in Ratgama:—

1. An undivided 9/16 parts of all the fruit trees and soil of the portion of land called Wellabodawatta, known as lot E, situate at Ratgama in the Wellaboda pattu of Galle; in extent 1 acre 2 roods and 8.88 perches.

2. An undivided  $\frac{1}{2} + \frac{1}{40}$  parts of the land called Henawatta at Ranapanadeniya in ditto; in extent 2 acre 2 roods and 30 perches.

3. An undivided  $\frac{11}{400} + \frac{11}{320}$  parts, exclusive of the planter's share of the 2nd and 3rd plantations of the land called Kumbalumpepitiyawatta at ditto; in extent 6 acres and 9 perches.

4. An undivided  $\frac{11}{20}$  parts of all the fruit trees and soil of the land called Puyakgahaowita at ditto; in extent about 1 acre.

5. An undivided  $\frac{21}{120}$  parts of the soil and soil share trees and  $\frac{1}{2}$  and  $\frac{1}{40}$  parts of the planter's share of the 2nd, 3rd, and 4th plantations of the land called Gamagewatta at Ratgama; in extent 2 acres 2 roods and 7 perches.

6. An undivided  $\frac{3}{50}$  parts of the soil and trees of the land called Depagewatta at Ganegoda in ditto; in extent 1 acre and 2 roods.

7. An undivided  $\frac{11}{20}$  parts of the tiled whitewashed house of 9 cubits standing on the land called Berawinneowita at Hegoda in ditto.

8. All 12 kurunies paddy sowing extent of the field called Malaunnekumbura Kurullaniaddayagara in ditto.

9. An undivided  $\frac{11}{12}$  parts of the land called Wela-bodawatta at ditto; in extent about 8 roods.

For further particulars please apply to D. Amarasooriya, Esq., Proctor, Supreme Court, and Notary Public, Galle, or to me:

Arya Sinhala Wensaya Office, D. G. RATNAPALA,  
Unawatuna. Auctioneer.

**Auction Sale.**

In the District Court of Galle.

Ardis Wijesooriya of Dodanduwa ..... Plaintiff.  
No. 13,519. Vs.

(1) Hettihandi Kaluhewa Mendis Appu, (2) ditto  
Marthenis Appu, both of Hegoda ..... Defendants.

And

(1) Arthur Edward Magilian Senanayake, (2) Ellen Regina ditto, both of Kadurupe, (3) Hettihandi Kaluhewa Dadinhamy, wife of (4) E. F. Weerawardane, both of Dickwella estate, Kegalla, in place of 1st defendant ..... Substituted Defendants.

UNDER and by virtue of instructions received in the above case, I shall sell by public auction the following property declared bound and executable for the recovery of the principal, interest, and cost of suit, on Saturday,

December 18, 1920, at 2 P.M., at Wellabodawatta, in Ratgama, viz. :—

1. All that undivided  $\frac{9}{16}$  parts of the soil and trees of lot marked E of the land called Wellabodawatta, situate at Ratgama in Wellaboda pattu of Galle; in extent 1 acre 2 roods 8·88 perches.

2. All that undivided  $\frac{1}{30}$  part of the soil and trees of the land called Depegodawatta at Ganegoda in ditto; extent 1 acre 2 roods.

3. All that undivided 8 kurunies paddy sowing extent of the field called Pitadeniyakumbura at Kanankumbura-agare in ditto; in extent 3 pelas.

4. All that undivided  $\frac{7}{16}$  parts of the soil and trees of lot marked E of the land called Wellabodawatta at Ganegoda in ditto; in extent 1 acre 2 roods and 8·88 perches.

5. All that undivided  $\frac{1}{2}$  part of the soil and soil share trees of lot No. 1 of the land called Bawigewatta at ditto; in extent 3 roods.

6. All that the soil and soil share trees of lot No. 7 of the land called Bawigewatta at ditto; in extent about 3 roods.

7. All that the soil and soil share trees of lot No. 8 of the land called Bawigewatta at ditto; in extent 3 roods.

8. All that the soil and soil share trees of the divided southern portion of Hudanpitiyawatta at ditto; in extent 1 acre.

9. All that soil and trees, exclusive of the planter's share of the 2nd plantation of the divided  $\frac{1}{7}$  portion of Hudanpitiyawatta at ditto; in extent 3 roods.

10. All that undivided  $\frac{11}{126}$  parts of the soil and soil share trees, and undivided  $\frac{2}{3}$  parts of the undivided planter's  $\frac{1}{2}$  share of the 3 jak trees of 3 plantation planted by Ganwari Singarakkarage Addu, and undivided  $\frac{2}{3}$  parts of the undivided planter's  $\frac{1}{2}$  share of 4 coconut trees and 3 jak trees of the 3rd plantation planted by Ganwari Singarakkarage Bastian, and undivided  $\frac{2}{3}$  parts of the undivided planter's  $\frac{1}{2}$  share of 6 jak trees of the 3rd plantation planted by Maduratcharige Pedris, of the land called Elabodawatta at ditto; in extent 5 acres 16·44 perches; together with the wattle-walled tiled house facing the south standing on the said land.

11. All that undivided  $\frac{11}{126}$  parts of the soil and soil share trees of the land called Berawainnewatta at Ganegoda in ditto; in extent 1 acre 3 roods 19·25 perches.

12. All that undivided  $\frac{11}{126}$  parts of the field called Pinunwalakumbura at ditto; in extent 1 acre 3 roods 25·84 perches.

13. All that undivided  $\frac{11}{126}$  parts of the land called Galagawaowita at ditto; in extent 2 roods 2·60 perches.

14. All that undivided  $\frac{8}{105}$  parts of the land called Galawaowita at ditto; in extent 2 acres 27·16 perches.

15. All that undivided  $\frac{1}{15}$  part of the field called Wewakumbura at Ratgama; in extent 2 pelas of paddy sowing extent.

For further particulars and title deeds, please apply to D. Amaraseeriye, Esq., Proctor, Supreme Court, and Notary Public, Galle, or to me :

Ariya Sinhala Wansaya Office,  
Unawatuna.

D. G. RATNAPALA,  
Auctioneer.

#### Auction Sale.

In the District Court of Galle.

V. D. S. Fernando of Kalegana in Galle ..... Plaintiff.  
No. 17,920. Vs.

(1) Alwis Dias Sumanasekera of Tiranagana, (2) Don Andiris de Silva Nagahawatta of Hapugala. Defendants.

UNDER and by virtue of a decree and order in the above styled action I the undersigned shall sell by public auction at the spot the following property bound and executable for the recovery of sum of Rs. 1,128·75, with interest thereon at 9 per cent. per annum from July 21, 1920, till payment in full, and costs of suit :—

On Tuesday, December 14, 1920, at 4 P.M.

1. All the trees and soil of lot No. 3 of the land called Lindamulawatta, situated at Kalegana; and bounded on the north by lot No. 2, east by Kumbukgahakumbura, south by Karattawattekumbura, Karattawatte-owita, and Karattawatte, and west by Angulwaduawatta; containing in extent 1 rood and 13·74 perches.

2. All the trees and soil of lot No. 7 of the land Madinagodawatta, situate at Kumbalwella; and bounded on the

north by Kumbukgahakumbura, east by lot No. 8; south by lot No. 6, and west by Singaguralagewatta; containing in extent 1 rood and 14·06 perches.

3. All the trees and soil and all the buildings standing thereon of the portion separated of for the  $\frac{1}{2}$  of lot No. 10 of the land Kumbukgahakumbura, situate at Kalegana; bounded on the north by the wall of the northern portion belonging to the plaintiff, east by the high road, and south by Pohaliyadda and Madinagodawatta, and west by Lindamulawatta; and containing in extent about  $1\frac{1}{2}$  acre, the said lot No. 10 being bounded on the north by Karittawatta, east by the high road and ela, south by Pohaliyadda and Madinagodawatta, and west by Lindamulawatta; containing in extent 3 bushels paddy sowing extent.

On Saturday, December 18, 1920, at 1 P.M.

1. The lot No. 2 of the land Beliwattahenedeniya alias Jambugahakanatiyeudumulla, situate at Mabotuwana; and bounded, as per plan No. 551A filed in case No. 140,199 of this court, on the north by Nathawalagewatta, east by Nathawalagewatta-addara and T. P. 26,146; south by lot No. 3 of the same land, west by lot No. 1 of the same land; containing in extent 32 perches.

2. The lot No. 3 of the land called Beliwattahenedeniya alias Jambugahakanatiyeudumulla, situated at Mabotuwana; bounded on the north by lot No. 2; east by T. P. 261,461, south-east by T. P. 266,171, south-west and west by T. P. 266,172 and lot No. 1 of the same land; containing in extent 30 perches.

3. Lot No. 1 of the land called Beliattehenadeniya alias Jambugahakanatiyeudumulla, situate at Mabotuwana; bounded on the north by Nathawalagewatta, east by lots 2 and 3 of the same land, south by T. P. 266,172, and west by T. P. 261,032 and 263,454 and a path; containing in extent 30 perches.

H. G. POROLIS DE SILVA,  
Auctioneer.

Galle, November 12, 1920.

#### Auction Sale.

In the District Court of Galle.

Testamentary in the Matter of the Estate of the late Jurisdiction. Samukkalige Anderson de Silva  
No. 5,070.

UNDER instructions received from the District Court of Galle in the above-named estate, I shall sell by public auction, on Tuesday, December 21, 1920, at 3 P.M., at the spot, all the soil and trees of a defined portion of the land called Gederawatta alias Lintotawatta, together with all the buildings standing thereon, bearing Municipal assessment No. 74, situated at Magalle in Galle; which said defined portion is bounded on the north by another portion of the said land, east and west also by other portions of the said land; and south by the high road to Matara, containing in extent 16 perches.

SAGO MAGDON,  
Auctioneer.

#### Sale by Auction under Partition Decree of Valuable House and Garden at Ambalangoda.

In the District Court of Galle.

BY virtue of a commission issued to me by the District Court of Galle, in partition case No. 17,218, I shall sell on Saturday, January 22, 1921, at 10 A.M., at the spot, the following property, to wit :—

The land called Maddewatta alias Pahalawatta, together with the buildings and plantations thereon, situated at Porambe in Ambalangoda; and bounded on the north by land whereon Siyadoris resided and land whereon Elias resided, east by Janagewatta and Maliwadugewatta, south by Wattuwagewatta and Kitulgahawatta, and west by cart road; in extent 2 roods and 1·19 perches.

The said property will be put up for sale firstly among the co-owners thereof at the appraised value, and if not bidden for or purchased by any co-owner the same will immediately thereafter be sold to the highest bidder among the public.

For further particulars please apply to H. de S. Kularatne, Esq., Proctor, Supreme Court, and Notary Public, Galle and Ambalangoda.

W. KODIARA,  
Commissioner.

Ambalangoda, December 6, 1920.



**Auction Sale.**

**Candauda Aratage Ariyatillaka of Kadeweedia . . . Plaintiff.**  
 No. 9,325. Vs.

**Simon Theodore Silva of Pallimulla . . . . . Defendant.**  
 In virtue of a commission issued to me in the above case to recover the sum of Rs. 10,900, with further interest on Rs. 6,000 at 24 per cent. from August 17, 1920, to November 30, 1920, and legal interest on the aggregate amount from November 30, 1920, till payment in full and costs of this action, I will sell by public auction on December 23, 1920, at 10 A.M., at the office of George Weerasingha, Esq., Proctor and Notary, Fort, Matara, the following property in three blocks as shown in plan:—All the fruit trees and soil and all the buildings standing thereon of the contiguous land now known as Peak Villa East, comprising of all the fruit trees and soil and buildings of Gedarawatta *alias* Peak Villa Walawwewatta; all the fruit trees and soil of the divided portion of Gulugahakoratuwa lying to the north of the road leading to Pallimulla well; all the fruit trees and soil of Kanda-addarawatta; all the fruit trees and soil of the portion of land called Brown Hill; all the fruit trees and soil of the divided northern and eastern portions of Paragahena, situate at Pallimulla and Odakkare Brown's Hill of Matara; and bounded on the north by old road leading to Tangalla, east by Rinaralagewatta, Ahangamaralagewatta, Saibugehena, Crown land whereon murderers were executed, and Geegana-achehigehena, south by seashore, south-west by the remaining portions of Paragahawatta belonging to Mr. Edgar Wickramaratne, Trig. Station, Ralagewatta, Borupanliadde-watta, and the Local Board road leading to the well, west by land belonging to the deceased, Simon Silva Wickramasekara, Mudaliyar; in extent about 16 acres.

For further particulars please apply to me or to the said Proctor.

**D. T. WEERASINGHA,**  
 Commissioner.

Matara, December 8, 1920.

**Auction Sale of very Valuable Properties at Oruliyadda in Udapota Otota Korale, in Dambadeni Hatpattu, in Kurunegala District.**  
*Under Mortgage Decree.*

UNDER decree entered in favour of K. M. P. R. Muttu Ramen Chetty by attorney S. P. K. N. Natchiappa Chetty of Kurunegala, against Pitchetambilage Lewwe Marikkar of Oruliyadda aforesaid and others, and by virtue of the order to sell issued to me in D. C., Kurunegala, case No. 7,295, I shall sell the following property, specially bound and executable for the recovery of the amount therein stated, on Saturday, December 18, 1920, at the respective spots, commencing at 1 P.M. :—

1. The land called Ketakalagahamulawatta of 1½ lahas kurakkan in extent, with all the plantations and everything thereon; bounded on the north by endaru fence of the land of Alima Natchi and others, east by endaru fence of the field, south by the remaining portion of this land of Unusu Lebbe and others, and west by the drain of the land of Asim Jumadeen.

2. The land called Wewagawahena of about 1½ lahas kurakkan and everything standing thereon; and bounded on the north by endaru fence of the land of Paul Perera, east by the endaru fence of the land of Arisi Lebbe and others, south by Beruggodapillewa, and west by the endaru fence of the land belonging to Usubu Lebbe and others.

3. An undivided ½ share of the land called Kosgahamulahena, now garden, 1 timba kurakkan; and bounded on the north by endaru fence of the garden of Pedro Appu, east by Maha-oya, south by endaru fence of Palliyehena, and west by the field, with all the plantations and everything thereon.

4. The land called Borellahena, now garden, of about 1 timba kurakkan, with all the plantations and everything standing thereon; bounded on the north by karaw tree and makulla tree on the pillewa of Pitche Tamby, east by endaru fence of the garden of D. B. Jayawardena, Notary Public, south by the drain of the garden of Pedro, and west by the boundary limit of the pillewa of Thesma Lebbe and others, all situate at Oruliyadda aforesaid.

For further particulars apply to R. O. Felsing, Esq., Proctor, Supreme Court, Kurunegala, or to—

Kurunegala, November 23, 1920.

**H. DON JAMES,**  
 Auctioneer.

**Auction Sale.**

In the District Court of Kurunegala.  
**Jalathpedige Hapuya of Ranawatta . . . . . Plaintiff.**  
 No. 8,127. Vs.

(1) Jalathpedige Bantiva, (2) Mohotha . . . . . Defendants.  
 UNDER and by virtue of the order to sell issued to me in the above case, I shall, on December 31, 1920, sell by public auction the following lands at the places hereunder mentioned, viz. :—

Commencing at 10.30 A.M., at or near the Narammala Resthouse.

(1) The field called Pallewela, in extent 1 pela paddy sowing; (2) Kongahamulakumbura, 1 pela paddy; (3) Pallewemedaisara, 1 pela paddy; (4) Pallewelebakmeegahakumbura, 1 pela paddy; (5) undivided ½ of Bakmeegahakumbura, 2 pelas paddy; (6) Ihala-aswedduma, 1 pela paddy; (7) undivided ½ of Gonnagahanulahena, 2 lahas kurakkan; (8) Galmullehena, now a garden, 6 seers kurakkan; (9) Pallewemedaisara, 2 pelas paddy; (10) Asweddumekumbura, 7 lahas paddy; (11) Pallewelekadurugahakumbura, 1 pela paddy; (12) Goda-asweddumakumbura, 1 pela paddy; (13) Pallewelebogahamulakumbura, 1 pela paddy, all situate at Halwella; (14) undivided ½ of Katuwehena, 3 lahas kurakkan, situate at Ranawatta; (15) Kirimetiyaekumbura, 15 lahas paddy, and (16) Pallewelebogahakumbura, 12 lahas paddy, both at Halwella.

Commencing at 2 P.M., at Walakumbura and Kirilegedera.

(17) Pahalawatta, 2 lahas kurakkan, and the field adjoining thereto, 2 pelas paddy; (18) Kooretiyebogahamulahena, now a garden, 3 lahas kurakkan, situate at Walakumbura; (19) Mahawelanikawattagekumbura, 2 pelas paddy sowing, situate at Kiulegedera; (20) the lower 12 lahas paddy sowing of Bakmeegahakumbura, (21) Bakmeegahakumbura, 2 pelas and 8 lahas paddy, situate at Rukmale.

Commencing at 4 P.M. at Wanduragala in Medaketiya korale.

(22) Wanduragalawela, 1 amunam paddy, and Malpentotapillewa, now a garden, 2 lahas kurakkan.  
 Lands Nos. 1 to 12 and 17 and 22 are subject to a primary mortgage.

**W. B. RANESINHA,**  
 Kurunegala, December 8, 1920. Auctioneer.

**Auction Sale.**

UNDER and by virtue of the commission issued to me in case No. 1,237 T of the District Court of Chilaw, I shall sell by public auction on Thursday, December 23, at the spot at 10 A.M., viz. :—

Half share of these nine allotments of lands called Naganarattadittottem, Mamarattadytottem, Kattekalamarattadytottem, Boogolla Kammaneyavayel, Wewaismathepillewatottem, Kolongahatottem, Kusumadapotakeyanapillewatottem, Wewakumburatottem, and Naganarathady Mamarathadittottem, situated at Annarowa in Katugampola hatpattu, Yatikaha korale, in the District of Kurunegala; containing in extent about 80 acres.

Further particulars from C. V. M. Parithesekera, Esq., Proctor, Supreme Court, or—

**S. P. ABEYAKOON,**  
 Auctioneer.

**Auction Sale.**

In the District Court of Chilaw.  
 No. 23. In the Matter of insolvency estate of Meeyanna Muna Mohideen Abdul Cader of Madampe.

UNDER and by virtue of the commission issued to me in the above case on November 23, 1920, from the District Judge of Chilaw, I shall sell by public auction, at the spot, on December 22, 1920, at 9.30 A.M., the following land, viz. :—

The land called Nakelalangahenyaya, situate at Karawewa in Yagam pattu korale; bounded on the north by Nakelamukalana, east by the limit of the village Manawewa, south by land cultivated by the villagers, and west by land of Mohideen Kuppe; containing in extent 25 acres.

Chilaw, December 1, 1920.

**C. RAJARATNAM,**  
 Auctioneer.



## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Sale of Goods.

THE under-mentioned packages having been left in No. 15 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 in January 11, 1921, at 1 P.M. Goods must be cleared on or before January 14, 1921 :—

No.	From which Warehouse.	Vessel and Date of Landing.	Marks.	Number and Description of Packages.
		1920.		
924	Exports	.. ss. Hatarana	.. H & Co. in a square	.. 18 bales m. fibre
935	No. 9	.. ss. Clan Macdonald	Mar. 23 .. J J upon C & C	.. 22 barrels grease
61	T 1 and 2	.. ss. Santa Cruz	May 2 .. 336 in a square, T T outside	.. 1 case empty
64	F 1	.. ss. Rajah	Sept. 1 .. E G or nil	.. 1 case
			Nil	.. 4 cases
72	No. 7	.. ss. Dunera	Aug. 28 .. C L L in a square	.. 9 casks paint
			303 upon 435 in a square, S B O outside.	.. 1 case
75	16 and 17	.. ss. Kieldrecht	Aug. 15 .. Avra	.. 1 case merchandise, empty
79	No. 9	.. ss. Santa Cruz	Aug. 29 .. B L upon C	.. 3 cases samples
			Nil	.. 1 case roofing
			Nil	.. 2 cases merchandise
80	No. 9	.. ss. Dogra	Aug. 9 .. Add :	.. 1 case, empty
86	16 and 17	.. ss. City of Hankow	Aug. 19 .. N A S C	.. 1 parcel sugar
			10/7567 in a square	.. 1 case merchandise, empty
			M A C M	.. 1 case merchandise
			Frank S. Cader	.. 1 box printed matter
			E G C	.. 2 cases merchandise
87	15	.. ss. Yetorofu Maru	July 24 .. S O S upon 177 in a square,	.. 2 cases
88	16 and 17	.. ss. Arnolda De Bresia	Sept. 18 .. A S H upon 48 in a square, C C A outside	.. 1 case
89	—	.. ss. Kanagawa Maru	Sept. 8 .. C in a square	.. 1 case merchandise
			H & C	.. 1 case merchandise
			T T C outside a square	.. 3 cases merchandise
92	—	.. ss. Yseldijk	Aug. 29 .. T R	.. 1 case lamps
95	Parcel	..		
	Warehouse	.. ss. Insulinde	July 30 .. A S F in a square	.. 1 case gin
99	No. 15.	.. ss. C Apar	Sept. 26 .. M S V or nil	.. 4 bags poonac
110	Parcel	..		
	Warehouse	.. ss. Leicestershire	July 21 .. 169 in a square, T T & Co. outside	.. 1 case
111	No. 7	.. ss. Chakrata	Aug. 26 .. A N M A or nil	.. 1 package
113	16 and 17	.. ss. Vechtdyk	Sept. 17 .. III white in middle	.. 114 steel joints
			B D in a square, E G K Co outside	.. 1 case dolls
			R B	.. 2 parcels samples
			58 in a square, C M M outside	.. 3 cases merchandise
117	No. 10	.. ss. Nankin	Aug. 24 .. H & Co in a triangle	.. 1 case merchandise
			O L M Lebbe Bros	.. 2 crates furniture
119	No. 7	.. ss. Kari Matu	Sept. 17 .. Nil	.. 3 jars acid
121	F 2	.. ss. Lady McCallum	Aug. 30 .. —	.. 1 life boat
122	Parcel	..		
	Warehouse	.. ss. Onda	Sept. 13 .. G T C in a square	.. 2 cases cigars
131	Delft	.. ss. Tienshin Maru	Sept. 16 .. 166 in a square	.. 1 case silk goods
			S M F & Co	.. 1 case silk gowns
135	No. 7	.. ss. Manora	Aug. 25 .. 311 in a triangle	.. 1 case
			B L upon C	.. 1 case
			B B upon 169/7258	.. 1 case
138	16017	.. ss. Orteric	May 22 .. H K C	.. 3 bundles chillies
			Nil	.. 38 bags oil cakes
141	No. 6	.. ss. Sado Maru	Sept. 2 .. 18 in a square, O L Z M outside	.. 3 cases hair pins
142	No. 6	.. ss. Sicilia	Aug. 23 .. —	.. 1 case disinfecting powder
			Nil	.. 1 bundle shooks

H. M. Customs,  
Colombo, December 2, 1920.

A. N. STRONG,  
for Principal Collector.

## Sale of Goods.

THE under-mentioned packages having been left in Messrs. Ceylon Wharfage Co.'s premises 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 18, 1921, at 1 P.M. Goods must be cleared on or before January 21, 1921 :—

Entry No.	Date.	Date of Steamer.	Steamer.	From	Marks and Numbers.	Number of Packages and Remarks.
	1920.	1919.				
B I WAREHOUSE.						
F 1,614	Jan. 20	.. Aug. 12	.. ss. Totomi Maru	.. Japan	.. S R B in a diamond	.. 1 case
F 1,859	Feb. 24	.. Jan. 17	.. ss. O fordshire	.. Liverpool	.. A. L.	.. 1 case
F 1,220	April 20	.. Mar. 23	.. ss. Clan Macdonald	.. do.	.. 242 in a diamond J J G Co — 243 — outside	.. 2 barrels oil

Entry No.	Date. 1920.	Date of Steamer. 1919.	Steamer.	From	Marks and Numbers.	Number of Packages and Remarks.
F 236	July 3	May 30	ss. Matara	London	1 in a star A B & Co. 70 outside	1 case
F 2,642	June 29	May 8	ss. Nardana	do.	M A C N upon 1 in a diamond	1 case
F 2,825	July 29	June 16	ss. Luzon Maru	Japan	B R in a diamond Y3 outside	3 cases
PARCELS WAREHOUSE.						
—	—	Dec. 22	ss. Bahia Castillo	Australia	Nil	1 case provisions
—	—	May 5	ss. Clan Ogilvy	Liverpool	B B upon 248/7209 upon H8	2 cases corn flower
—	—	June 15	ss. Garada	London	Nil	1 case paint
—	—	—	—	—	S. W.	4 kegs nails
—	—	July 5	ss. Warwickshire	do.	878 in a diamond	1 drum, empty
YARD.						
—	—	June 16	ss. Herefordshire	Liverpool	Walker upon S D or nil	42 earthenware pipes broken to pieces
No. 6 WAREHOUSE.						
—	—	May 20	ss. Clan Kennedy	Liverpool	Nil	1 bag empty bottles
No. 9 WAREHOUSE.						
—	—	June 13	ss. Garada	London	Hoare & Co. upon 36 in a square	1 drum oil, empty
—	—	—	—	—	S. W.	1 keg nails
—	—	July 6	ss. Maidan	do.	916 in a diamond S K R C outside	1 drum oil, empty
—	—	—	—	—	Nil	11 bags cement
—	—	July 16	ss. Malakuta	do.	323 in a star 321 outside	1 case
—	—	Mar. 7	ss. Elpenor	China	Nil	2 empty cylinders
—	—	July 16	ss. Malakuta	London	G in a diamond 1/6 outside	1 barrel, 5 cases
—	—	—	—	—	761 in a diamond C M M H outside	1 case
—	—	—	—	—	5144 in a diamond C M M H outside	1 keg nails
VERANDAH.						
—	—	July 30	ss. Kathiawar	Calcutta	Nil	6 bags damaged tea

H. M. Customs,  
Colombo, December 6, 1920.

A. N. STRONG,  
for Principal Collector.

**Statement showing the Importation of Rice into the various Ports of Ceylon during the Week ended December 4, 1920.**

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Pondicherry	40
Shipped 85 bags from the Port of Colombo during the week.		
H. M. Customs, Colombo, December 7, 1920.		A. N. STRONG, for Principal Collector.

**Calculation of Pound Sterling.**

IT is hereby notified that for Customs purposes the pound sterling will be calculated at the rate of 1s.6d. to the rúpée, with effect from the 8th instant, until further orders.

H. M. Customs, Colombo, December 6, 1920. H. A. BURDEN,  
Acting Principal Collector.

**Results of the Extra Final Examination held in December, 1920.**

No. 3, L. A. Paranavitane.  
No. 4, V. N. S. Johnpulle.  
No. 1, D. C. E. P. Abayasekera.

The above-mentioned candidates have satisfied the requirements for the License in Medicine, Surgery, and Midwifery of the Ceylon Medical College.

Colombo, December 7, 1920.

P. JAMES KELLY,  
Registrar.

**"The Quarantine and Prevention of Diseases Ordinance, 1897."**

IN terms of regulation 104 of the amendments and additions to the regulations framed under the above-mentioned Ordinance, and published in the *Government Gazette* No. 6,897 of September 7, 1917, by notification dated September 6, 1917, it is hereby notified that the following villages in the Maturata and Mulhalkelle districts are declared to be infected with anchylostomiasis:—

Ampitigoda	Kahatadena	Ukutale
Attanakumbura	Maturata	Wellagiriya
Ambagaspiya	Metabimbiya	Watagepota
Dunkebedde	Moratuwela	Wateggama
Ehalagastenne	Manakola	Yatiwella
Idampitiya	Napatawela	Wewatenna
Katayapatana	Padiyapelella	

G. J. RUTHERFORD,

Principal Civil Medical Officer and  
Inspector-General of Hospitals.

Colombo, December 2, 1920.

**Cassava or Manioc Cuttings.**

CUTTINGS of the following varieties of imported cassavas or manios will be available during December:—

Manioc de table	Trinidad
Smallings,	Butter stick
Singapore	Cassava Beureum.

Applications should be made to the Manager, Experiment Station, Peradeniya.

Price: Re. 1 per 100 cuttings.

Department of Agriculture,  
Peradeniya, December 4, 1920.

F. A. STOCKDALE,  
Director of Agriculture.

## Change of Management.

NOTICE is hereby given that Rev. John A. Ewing has been appointed Manager of the schools mentioned below, in place of Rev. J. B. Radley :—

## Schools referred to.

Mt/Hulangamuwa Mixed	R/Talawitiya Girls'
Mt/Elwela Mixed	A/Hiripitiyagama Boys'
Mt/Mausagolla Boys'	A/Kekirawa Mixed
Mt/Rattota Mixed	A/Madatugama Boys'
Kg/Beligodapitiya Mixed	A/Manewa Boys'
R/Batugedera Mixed	C/Makewita Mixed
R/Ratnapura Vernacular Mixed	C/Orutota Mixed
R/Dewalagawa Boys'	Ch/Madampe Mixed (Vernacular)
R/Pelmadulla Boys'	Ch/Madampe English
R/Balangoda English	

Education Office, EDWIN EVANS,  
Colombo, November 30, 1920. Acting Director of Education.

## Change of Management.

NOTICE is hereby given that Rev. J. W. Perera has been appointed Manager of the schools mentioned below, in place of Rev. J. B. Radley :—

## Schools referred to.

C/Kuda Buthgamuwa Boys'	C/Wellampitiya Mixed
C/Kuda Buthgamuwa Girls'	C/Lunugama Mixed

Education Office, EDWIN EVANS,  
Colombo, November 30, 1920. Acting Director of Education.

## Change of Management.

NOTICE is hereby given that Rev. A. R. Gunasekara has been appointed Manager of the schools mentioned below, in place of Rev. J. B. Radley :—

## Schools referred to.

C/Biyawila Girls'	akola Girls'
C/Karagahamuna Boys'	

Education Office, EDWIN EVANS,  
Colombo, November 30, 1920. Acting Director of Education.

## Change of Management.

NOTICE is hereby given that Miss Joyce Collier has been appointed Manager of the school mentioned below, in place of Rev. J. B. Radley :—

## School referred to.

R/Ratnapura Girls' English School.

Education Office, EDWIN EVANS,  
Colombo, November 30, 1920. Acting Director of Education.

## P/Palakuda Mixed Tamil School.

NOTICE is hereby given that an application has been received from Rev. Father J. Jamoays, O.M.I., for removing the Palakuda Mixed Tamil School, which is situated in the Puttalam District of the North-Western Province, to Etalai, about  $\frac{1}{2}$  a mile from the present site.

Observations will be received not later than January 4, 1921.

Education Office, EDWIN EVANS,  
Colombo, December 3, 1920. Acting Director of Education.

## Applications for Grants in Aid of Schools.

NOTICE is hereby given that applications have been received for the grants in aid of the following schools :—

The Superintendent, Dunsinane estate	Dunsinane Estate Vernacular Mixed School, which is situated in the Pundalu-oya district of the Central Province.
Mr. K. V. Marcandan	BT/Kaluvanchi Hindu Vernacular Mixed School, which is situated in the Batticaloa District of the Eastern Province.
Mr. A. W. Jayasekera	Baddegama Vernacular Mixed School, which is situated in the Galle District of the Southern Province.

Observations will be received not later than January 4, 1921.

Education Office,  
Colombo, December 3, 1920.

EDWIN EVANS,  
Acting Director of Education.

## Syllabus in Botany at the B.Sc. Pass Examination in Ceylon.

IT is hereby notified that the Senate of the London University have passed the following resolutions modifying the syllabus in Botany at the B.Sc. Pass Examination in Ceylon :—

"1. That the syllabus of the B.Sc. Pass Examination in Botany for candidates in Ceylon be amended by the substitution of the following for the corresponding sections of the syllabus :—

## Angiospermæ.

## Monocotyledones.

Pandanales	Pandanaceæ
Helobia	Aponogetonaceæ, Hydrocharitaceæ
Glumifloræ	Gramineæ, Cyperaceæ
Principes	Palmae
Spathifloræ	Araceæ, Lemnaceæ
Farinosæ	Commelinaceæ
Liliifloræ	Juncaceæ, Liliaceæ, Amaryllidaceæ
Scitamineæ	Muscaceæ, Cannaceæ
Microspermæ	Orchidaceæ

## Dicotyledones.

Urticales	Urticaceæ
Polygonales	Polygonaceæ
Centrospermæ	Chenopodiaceæ, Amarantaceæ
Ranales	Nymphaeaceæ, Ranunculaceæ, Anonaceæ

Rhocadales	Cruciferae, Capparidaceæ
Rosales	Crassulaceæ, Rosaceæ, Leguminosæ
Geraniales	Oxalidaceæ, Euphorbiaceæ, Rutaceæ
Malvalceæ	Malvaceæ
Parietales	Dilleniaceæ, Guttiferae, Passifloraceæ
Myrtifloræ	Lythraceæ, Myrtaceæ, Melastomaceæ
Ericales	Ericaceæ
Contortæ	Oleaceæ, Apocynaceæ, Asclepiadaceæ
Tubifloræ	Convolvulaceæ, Labiatae, Solanaceæ, Serophulariaceæ, Acanthaceæ
Rubiales	Rubiaceæ
Cucurbitales	Cucurbitaceæ
Campanulatae	Campanulaceæ, Compositæ

"2. That in section (6) of the Regulations for External Students, page 297, the words 'as illustrated in Ceylon' be substituted for 'as illustrated in the British Isles'.

Education Office, EDWIN EVANS,  
Colombo, December 4, 1920. Acting Director of Education.

## London Intermediate Examination in Arts.

IT is hereby notified that the Senate of the University of London have approved of the following syllabus and set books in Tamil for the Intermediate Arts Examination to be held in Ceylon in 1921 :—

1. Prepared books or portions of books, prose, and verse, with questions on contents.

2. Translation of unprepared passages into English and Tamil.
3. Composition and Grammar.

*Selected Books.*

*Verse.*—Naladiyar, Chapters 1-10.

Villi-Bharatham: Raja-Suya-Charukkam.

*Prose.*—Cheran Chenkudduvan by Mr. M. Raghava Ayangar (sold at Madura Sangam Press).

Viyasattirradu, Part II, by Mr. M. R. Kandasamy Kavirayar (sold at Sri Ramachandra Press, Madura).

2. The entries of candidates offering Tamil as a subject for the Intermediate Examination in Arts will be received up to the 15th of December. The special fee payable for Tamil is Rs. 70.

Education Office, EDWIN EVANS,  
Colombo, December 4, 1920. Acting Director of Education.

**Tenders for Purchase of Empty Oil and Tar Casks.**

**TENDERS** are invited for the purchase of 50 empty oil casks and 112 empty tar casks, which can be inspected at St. John's Store, Harbour Engineer's Department.

Tenders should be addressed to the Harbour Engineer, Colombo, and should reach his office not later than December 20, 1920.

A. D. PROUSE,  
Colombo, December 6, 1920. Harbour Engineer.

**Ceylon Government Railway.**

**SURVEYORS.**

**WANTED** two Surveyors in the Railway Department on a salary of Rs. 1,200 rising to Rs. 1,800 per annum by ten annual increments of Rs. 60, with a travelling allowance at the rate of Rs. 3 per night according to Government regulations.

The following scale of temporary allowance is payable in addition:—

35 per cent. on salary of Rs. 1,200 to Rs. 1,740.

33½ per cent. on reaching Rs. 1,800.

50 per cent. on the travelling rate.

The person selected will be required to serve for 12 months on probation, and must hold the Surveyor-General's License.

Applications stating age and qualifications should be addressed to the Engineer, Way and Works, Ceylon Government Railway, Captain's Gardens Colombo, and should reach him not later than December 31, 1920.

General Manager's Office, G. P. GREENE,  
Colombo, October 26, 1920. General Manager.

**Tenders for Purchase of Lease.**

**NOTICE** is hereby given that the Government Agent of the Western Province, will receive tenders for the purchase of the lease of lots 11792 and 11793 in preliminary plan No. 11,350, situated at Bambalapitiya, for a period of one year from January 1, 1921.

The tenders, which must be in sealed envelopes, will be received at the Colombo Kachcheri, until 12 noon, on Tuesday, December 21, 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 purchase amount shall be paid in full on the day of sale.
3. The purchaser will be entitled to use the land for the purpose of unloading materials from boats, rafts, &c., in the Kirillapone canal, and to charge from each such boat or raft a sum not exceeding Re. 1.

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

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

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

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

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

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

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

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

The Kachcheri, J. G. FRASER,  
Colombo, December 3, 1920. Government Agent.

**Tenders for Lease of Right to Gem.**

**NOTICE** is hereby given that the Government Agent of the Province of Sabaragamuwa will receive sealed tenders for the lease of the right to gem in the under-mentioned Crown lands in the District of Ratnapura.

2. The tenders, which must be in sealed envelopes superscribed "Tender for Gemming Lease," will be received at the Ratnapura Kachcheri, until 2 P.M., on Tuesday, January 11, 1921, when they will be opened, and all persons making tenders will be required to be present, or satisfy the Government Agent by some duly accredited agents that the tender is *bona fide*.

3. The person whose tender is selected by the Government Agent for submission to the Governor will be required to deposit the full amount of the tender at once in cash; and should the tender be accepted by His Excellency the Governor to enter into a lease bond for the fulfilment of the conditions on which the tender is accepted, and furnish the necessary stamps.

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

5. The highest tenderer should deposit Rs. 100 for each land as security for filling up pits.

6. Tender must be made for each land separately.

7. Further information can be obtained from the Government Agent, Ratnapura.

*Lands.*

(1) Muruten-ela, from the east boundary of lot 849 in preliminary plan 8,610 to the point where the footpath from Katukitulkanda to Attota crosses the ela, situated at Gilimale, in the Udapattu of Kuruwiti korale.

Period of lease: one year.

(2) Galwetawattahena, bounded on the north by Nugehena and river, south by Tippolatennehenyaya, east by Tun-dola, west by Panwilagawahena, in extent about 6 acres, situated at Pannila, in the Pannil pattu of Atakalan korale.

Period of lease: two years.

Ratnapura Kachcheri, M. K. T. SANDYS,  
December 4, 1920. for Government Agent.

**Closure of Area for Application Surveys in Eastern Province.**

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

## 2. The Province is divided into—

Area No. 1, which includes Koralai, Eravur, Rukam, Bintenna, Manmunai, Eruvil, and Porativu pattus of Batticaloa District.

Area No. 2, which includes the whole of Trincomalee District.

Area No. 3, which includes Nadukadu, Chammuturai, Karaivaku, Nintavur, Akkarai, and Panawa pattus of Batticaloa District.

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

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

5. The date of closure of No. 3 area will be shortly published, and will represent the date of completion of all work in area No. 2.

D. B. SENAVIRATNE,  
for Government Agent.

December 2, 1920.

**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.

**Destruction of a Rogue Elephant.**

I AM prepared to issue licenses, free of stamp duty, under section 9, sub-section (1) (b), of the Game Protection Ordinance, No. 1 of 1909, for the destruction of an elephant roaming about and trespassing the school garden at Kirigallewa.

The height of the animal is about 9 feet, white spots on the head, trunk, and ears, the diameter of the front footprint measures 16 in.

Anuradhapura Kachcheri,  
November 30, 1920.

F. G. TYRRELL,  
Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS by proclamation dated October 25, 1920, and published in the *Government Gazette* No. 7,137 of October 29, 1920, Kundasale estate in Pata Dumbara, in the District of Kandy, in the Central Province, was proclaimed an infected area, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas hoof-and-mouth disease no longer exists in the said area, it is now declared free from hoof-and-mouth disease, and it is to be no longer an infected area.

This declaration is to take effect from date hereof.

*Boundaries of the proclaimed Area.*

North by boundaries of villages of Hurikaduwa, Dumbarawa, Pilawela, and Mahawatte.  
East by Kosgolla village.  
South by Kundasale village.  
West by Galmaduwa estate.

Kandy, Kachcheri,  
December 2, 1920.

S. PHILLIPSON,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village of Ginneliya, 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 village of Ginneliya—the boundaries of which are given below—is an infected area.

This declaration shall take effect from this date.

*Boundaries.*

North by the district boundary of Ratnapura.  
East by the district boundary of Hambantota.  
South by the village limit of Urubokka.  
West by the village limits of Beralapanatara.

Matara Kachcheri,  
December 7, 1920.

W. L. MURPHY,  
Assistant Government Agent.

**Rinderpest.**

WHEREAS by proclamation dated October 15, 1920, published in the *Gazette* No. 7,136 of the 22nd idem, Diyadora palata, in Dambadeni hatpattu, was declared an infected area, and whereas rinderpest no longer exists in the said area, it is hereby declared free from rinderpest and to be no longer an infected area.

Kurungala Kachcheri,  
December 6, 1920.

C. R. CUMBERLAND,  
Government Agent.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &amp;c., in Colombo, on December 8, 1920.

	Per	Wholesale.		Retail.
		Rs. c.	Per	
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 28
Gram ..	do.	.. —	.. do.	0 22
Wheat Flour ..	—	.. —	.. lb.	0 14
American Flour ..	—	.. —	.. do.	.. —
Ghee, Cow ..	—	.. —	.. Seer	5 50
Ghee, Buffalo ..	—	.. —	.. do.	4 50
Milk ..	—	.. —	.. Bottle	0 30
Potatoes (Indian) ..	—	.. —	.. lb.	0 15
Potatoes (Bangalore) ..	—	.. —	.. do.	.. —
Onions (Bombay) ..	—	.. —	.. do.	0 14
Onions, Red ..	—	.. —	.. do.	0 8
Bread ..	—	.. —	.. 1-lb. loaf.	0 18
Tea ..	—	.. —	.. lb.	0 56
Coffee ..	—	.. —	.. lb.	0 63
Limes ..	—	.. —	.. Dozen	0 10
Cocoanuts ..	—	.. —	.. Each	12c. to 0 14
Sugar, Soft ..	—	.. —	.. lb.	0 42
Sugar, Crepe ..	—	.. —	.. do.	0 30
Sugar (Ceylon) ..	—	.. —	.. do.	.. —
Sugar Candy ..	—	.. —	.. do.	0 60

	Per	Wholesale.		Retail.
		Rs. c.	Per	
Sugar, Brown ..	—	.. —	.. lb.	.. —
Salt ..	—	.. —	.. Measure	0 11
Salt ..	—	.. —	.. lb.	0 5½
Dried Chillies ..	—	.. —	.. do.	0 28
Coriander ..	—	.. —	.. do.	0 20
Pepper ..	—	.. —	.. Measure	0 50
Garlic ..	—	.. —	.. lb.	0 36
Mustard ..	—	.. —	.. Measure	0 30
Turmeric ..	—	.. —	.. lb.	0 16
Fenugreek ..	—	.. —	.. do.	0 16
Cummin ..	—	.. —	.. do.	0 40
Aniseed ..	—	.. —	.. do.	0 24
Tamarind ..	—	.. —	.. do.	0 10
Jaggery ..	—	.. —	.. Bundle	0 38
Gingelly ..	—	.. —	.. Seer	0 28
Gingelly Oil ..	—	.. —	.. Bottle	80c. to 1 25
Coconut Oil ..	—	.. —	.. Measure	0 88
Kerosine Oil, Day-light ..	—	.. —	.. Bottle	0 22
Kerosine Oil, Monkey Brand ..	—	.. —	.. do.	0 21
Matches, Three Stars ..	—	.. —	.. Packet of 12 boxes	0 26
Matches (Japanese) ..	—	.. —	.. do.	0 25
Beef ..	—	.. —	.. lb.	0 30
Mutton ..	—	.. —	.. do.	0 80
Pork ..	—	.. —	.. do.	0 60
Chickens ..	—	.. —	.. Each	50c. to 1 0
Eggs ..	—	.. —	.. do.	0 7
Dry Fish, Nettali (Halmessan) ..	—	.. —	.. lb.	0 32
Dry Fish (Maldive) ..	—	.. —	.. do.	0 50

J. A. MAYBIN,  
The Municipal Office, Second Financial Assistant to the  
Colombo, December 8, 1920. Chairman, Municipal Council.

## MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office, Galle, on October 9, 1920, at 2 p.m., pursuant to Notice dated October 4, 1920.

Present:—The Hon. Mr. R. B. Hellings, Chairman; Mr. H. M. Macan Markar; Dr. C. B. Lourenz; Mr. C. E. de Vos; Mr. G. E. Abeywardene; and Mr. E. W. Cade.

1. The Minutes of Proceedings of the Meeting held on September 11, 1920, a copy thereof having been furnished to each Councillor, were taken as read and confirmed.

2. In the absence of Mr. D. G. Goonewardene, Mr. C. E. de Vos, with the permission of Council, put the following question, of which due notice had been given:—"Is there a plan in the office of the Bikke reservoir, and the land belonging to the Council on which it is built?"

The Chairman replied in the negative, and stated that he was taking steps to have such a plan prepared.

3. In view of the Chairman's reply to the question, Mr. de Vos asked permission to withdraw the motion of which due notice had been given. Permission having been granted, the motion was withdrawn, namely: "That if there is no such plan, that steps may be taken to get one made."

4-6. The following extracts from the Minutes of the Standing Committees, named, were laid before the Council:—

4.—*Extracts from the Minutes of the Standing Committees on Municipal Works and Finance and Assessment (meeting together) of October 9, 1920.*

(1) Applications for water service at No. 26, Kumbalwella; No. 202 and No. 206, China Garden; and No. 47, Kaluwella.—Recommended.

(2) Estimate of Rs. 25, being the balance due for the purchase of 50 stone-breaking hammers sanctioned by Council on March 13, 1920.—Recommended.

(3) To consider an offer from Messrs. Charles Dygambur & Co., Howrah, India, to paint all Municipal scavenging and water carts, standposts, fences, &c., free of charge, for a period of ten years, in return for having the use of the same for the purposes of advertising their paints:—Recommended that the offer be not accepted.

(4) Letter No. 311 dated October 8, 1920, from the Provincial Engineer, Galle, re cost of a timber bridge at Bope.—Recommended that an estimate be prepared by the Superintendent of Works, in consultation with the Provincial Engineer.

5.—*Extracts from the Minutes of the Standing Committee on Finance and Assessment of October 9, 1920.*

(1) Quotation of Rs. 132.55 for repairing a typewriter.—Recommended that it should not be repaired; and that the Colombo Stores offer of Rs. 65 for the purchase of it be accepted.

(2) Plumbago-curing stores and yards.—Recommended that the resolution of Council of May 10, 1920, be rescinded, viz., "That quarterly and half-yearly licenses be granted on payment in advance of the proportionate amounts of the annual fee," in view of the reduction, from Rs. 150 to Rs. 75 of the fee for a license.

(3) List of demolished buildings in Ward No. 2.—Recommended that they be struck off the register.

6.—*Extracts from the Minutes of the Standing Committees on Finance and Assessment and Markets and Sanitation (meeting together) of October 9, 1920.*

(1) Re-sale of stalls 51 to 62 fish market.—Recommended that the prices realized at the re-sale be accepted for 1921.

(2) Contract for the supply of draught cattle and drivers for street water carts during 1921.—Recommended that the contract be given to C. L. M. A. Munabu on the same terms, viz.: Rs. 2 per diem for each pair of bulls and a driver, and that L. O. Eddi Singho should forfeit his deposit for refusing to carry out the contract.

## Resolution.

Resolved that the recommendations of the Standing Committees be adopted.



7. The following documents were laid on the table:—(1) Statement of receipts and disbursements to end of September, 1920; (2) Progress report of works done on estimates during the month of September, 1920; (3) Report of the Inspector of Vehicles on carriages plying for hire during September, 1920; (4) Report of (a) the Medical Officer of Health, (b) the Superintendent of Works, (c) the Manager, Health Department.

Confirmed:

The Municipal Office,  
Galle, November 20, 1920.

R. B. HELLINGS,  
Chairman.

## A.—Statement showing the Total Receipts and Disbursements to end of October, 1920.

REVENUE.	Amount Estimated.		Actual Receipts.		EXPENDITURE.	Amount Estimated.		Actual Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Taxes ..	23,100	0	35,231	46	Non-effective charges ..	54,114	22	45,269	84
Assessment ..	79,660	0	103,757	36	Chairman ..	500	0	416	68
Licenses ..	11,972	0	10,907	75	Secretariat ..	23,020	50	21,551	18
Judicial fines ..	2,500	0	2,667	56	Vehicles and Animals Department ..	1,840	0	1,344	64
Tolls ..	17,945	0	17,945	0	Municipal Court ..	1,520	0	1,037	68
Slaughter-house ..	2,490	0	1,937	62	Markets ..	712	0	602	0
Health Department ..	14,030	0	12,390	23	Fish auction shed ..	2,094	0	1,745	0
Markets ..	28,915	0	21,571	1	Slaughter-houses ..	1,260	0	1,190	90
Rents ..	1,999	0	2,049	6	Fire Brigade ..	50	0	—	—
Miscellaneous ..	5,310	0	6,837	77	Town clock ..	220	0	207	12
Cemetery ..	300	0	378	56	Lighting ..	10,076	0	7,023	59
Waterworks ..	2,000	0	2,660	83	Cemetery ..	760	0	767	18
					Public Health Department:—				
					Sanitation Branch ..	11,933	5	9,559	74
					Scavenging Branch ..	14,914	0	13,231	84
					Conservancy ..	17,556	0	16,057	37
					Waterworks ..	16,115	0	9,924	32
					Public Works Department:—				
					Annually recurrent ..	38,698	0	37,652	18
					Extraordinary ..	36,000	0	13,646	80
					Town survey, &c., for new drainage scheme ..	2,550	0	2,376	18
					Town schools ..	120	0	260	0
					War allowance ..	725	1	624	24
					New slaughter-house ..	2,400	0	1,477	50
					Municipal midwife ..	720	0	44	50
					Relief of distress ..	—	—	500	0
					Laying down street lines ..	—	—	300	0
					Sea-bathing places ..	—	—	550	0
					Temporary increase to pensions ..	—	—	416	13
					Total Expenditure ..	237,897	72	187,776	61
Total Revenue ..	195,221	0	218,334	21	Deposits repaid ..	—	—	22,715	2
Deposits ..	—	—	16,429	94	Advances ..	—	—	2,139	9
Total Receipts ..	—	—	234,764	15	Total Disbursements ..	—	—	212,630	72
Cash balance on January 1, 1920 ..	—	—	79,539	87	Cash balance on October 31, 1920 ..	—	—	101,673	30
Total ..	—	—	314,304	2	Total ..	—	—	314,304	2

## B.—Surplus and Deficit Account.

	Amount.			Amount.	
	Rs.	c.		Rs.	c.
Expenditure from January 1 to Oct. 31, 1920 ..	187,776	61	Surplus on January 1, 1920 ..	56,836	1
Surplus on October 31, 1920 ..	87,393	61	Revenue from January to October, 1920 ..	218,334	21
Total ..	275,170	22	Total ..	275,170	22

## C.—Balance Sheet as at October 31, 1920.

LIABILITIES.	Amount.		ASSETS.	Amount.	
	Rs.	c.		Rs.	c.
Deposits ..	16,418	78	Cash in Bank:—		
Surplus ..	87,393	61	Fixed deposits ..	—	61,475
			Current account in bank ..	72,993	54
			Uncashed cheques ..	32,895	24
					40,098
			Cash in hand of Shroff ..	—	100
			Advances ..	—	2,139
Total ..	103,812	39	Total ..	103,812	39

The Municipal Office,  
Galle, November 20, 1920.

ARTHUR ARNDT,  
Secretary.

## ROAD COMMITTEE NOTICES.

## Rattota-Gammaduwa Estate Cart Road.

NOTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the proprietors or resident managers of the estates interested in the above road will be held on Tuesday, January 4, 1921, at Kensington District Store, at 2.30 P.M., for the purpose of electing a new Local Committee and a Chairman to perform the duties imposed upon the said Committee by the Ordinance.

Notice is also given that the Local Committee will, as soon as elected, determine to make report to the Provincial Committee—

- (a) The sections of the road.  
 (b) The estates which, in their opinion are interested in and will use each section of the road or of any part thereof.  
 (c) The acreage or reputed acreage of the land belonging to each estate.  
 (d) The names of the proprietors, resident managers, or superintendents, and of the agents.

Consider an estimate of the cost of maintenance of the road for the year commencing October 1, 1921.

Note.—The General Meeting for the election of the Local Committee must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.  
 Kandy, December 7, 1920.

## European Member, District Committee, Batticaloa.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European Member of the District Committee of Batticaloa for 1921 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Eastern Province at least 10 days before the day of election. The election will be held on Monday, December 20, 1920, at 2.30 P.M., at the Batticaloa Kachcheri.

Provincial Road Committee, P. C. NICHOLAS,  
 Batticaloa, December 4, 1920. Secretary.

## 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.

Proprietors or Agents.	Estates.	Acre.	Rate.	Assessment.
				Rs. c.
Lansdowne Rubber Company, Limited	Lansdowne	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	—	111 36
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agar's Land	469	Half	24 57
		9,242	10.48	968 44

## Section—B.

Proprietors or Agents.	Estates.	Acre.	Rate.	Assessment.
				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
		8,510	64.99	5,530 87

## Section—C.

Proprietors or Agents.	Estates.	Acre.	Rate.	Assessment.
				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
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agar's Land	469	Half	52 53
		8,104	22.40	1,815 33

## Section—D.

Proprietors or Agents.	Estates.	Acre.	Rate.	Assessment.
				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 37
		7,230	23.76	1,718 2

## Section—E.

Proprietors or Agents.	Estates.	Acre.	Rate.	Assessment.
				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
		7,230	1.04	7,525 83

## Section—F.

Proprietors or Agents.	Estates.	Acre.	Rate.	Assessment.
				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
		3,415	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.

**Assessment Rate for 1921, Sanitary Board, Kalutara District.**

IT is hereby notified that the Sanitary Board of the Kalutara District has, in terms of section 7 of Ordinance No. 18 of 1892, as amended by Ordinances Nos. 26 of 1908, 30 of 1909, and 12 of 1913, made and assessed for the year 1921 a rate of six per cent. per annum on the annual value of all buildings and all lands and tenements whatsoever within the towns of Panadure, Horana, Alutgama, Beruwala, Tebuwana, and Neboda, in the Kalutara District of the Western Province, save such as are, by the said section of the said Ordinance No. 18 of 1892, exempted from the payment of such rate.

The Kacheheri, T. A. HODSON,  
Kalutara, November 22, 1920. Chairman.

**Notice of Sale, Kalutara.**

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Kalutara North, 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, 1920, will be sold by public auction at the premises on Friday, December 17, 1920, and following days, commencing at 10 A.M.

The Kacheheri, T. A. HODSON,  
Kalutara, December 2, 1920. Assistant Government Agent.

No.	Name of Owner.	Name of the Land.
667	B. Johannis Perera	Halgamaparangiyawatta
751	H. Adiriyana Silva	Gorakagahawatta
769	W. Brampy Perera	Lindamulawatta
773A	M. Emonona	do.
785	W. R. J. Fernando	Thithawelawatta
805	W. Thobiyas Silva	Elakkapitiya
815A	H. L. P. Gunaratne	Halgahawatta
824	Pelias Cooray	Appukkuttiyawatta
824½	P. Simon Cooray	do.
825	B. Manuwel Perera	do.
825A	B. Salman Perera	do.
833	S. C. Fernando	Halgamaparangiyawatta
837	W. P. Fonseka	Mawalayawatta
847	W. Siman Fonseka	do.
848	A. Pedrick Silva	do.
848A	W. P. William Fonseka	do.
850	W. P. Simon Fonseka	Paliyawatta
852	D. L. Valentine Andradi	do.
853	W. J. M. Fernando	Gangabadawatta
856	T. A. Fernando	Hawadiyawatta
892	Johannes Fonseka	Dombiwatta
901	M. Marsel Fernando	Liyengahawatta
905½	J. Ana Fernando	Bandarawatta
908	B. Abraham Fernando	do.
918A	B. Manuel Fernando	Gabrigetotupala
953	W. Thobius Silva	Aththigahawatta
955	W. Themis Fonseka	Jorsiyawatta
975	P. Magiris Fernando	Modarawatta
977A	P. Carolis Fernando	do.
1009A	N. S. Isabela Fernando	Mawalayawatta
1046	W. Madalena Perera	Parangiyawatta
1057	Do.	Kadolwatta
1062	B. Isan Fernando	Mahawatta
1071½	M. S. P. Wijesooriya	Gangabadawatta
1077	K. S. Dalpadado	Hadigewatta
1080	J. Ana Fernando	Hunganwatta
1086½	W. Thomis Fernando	Katukurundagahawatta
1092	W. Justina Fernando	Kajuwatta
1102	S. Andiris Fernando	Pelawatta
1115	K. Salman Dalpadado	Kahatagahawatta
1128	J. Alaris Fernando	Mukkariyawatta
1132	K. Carolis Dalpadado	Bogahawatta
1134	W. Simon Mendis	Bamunugewatta
1137	J. P. Gunaratne	Godakadurugahawatta
1140	K. Allis Fernando	Palajjawatta
1156	K. A. Dalpadado	Bogahawatta
1167	M. Jemis Fernando	Kottambagahawatta
1198	Juwan Fernando	do.

No.	Name of Owner.	Name of the Land.
1200	K. Marthinu Fernando	Kottambagahawatta
1206	P. A. Silva	Katakelegahawatta
1248	W. Jeemanis Fernando	Elabadawatta
1257	H. Selohamy	Gonhitiyawatta
1261	L. Odiris Silva	Gorakagahawatta
1265	Mendis Silva	Elabadawatta
1290	B. M. Joseph Perera	Paliyawatta
1292	Do.	do.
1300	M. Juwanis Fernando	Basnayakayawatta
1310	K. Kadirasapillai	Kospanawatta
1313	W. Juwanis Fonseka	do.
1313½	Do.	do.
1318	W. Lewis Perera	Kahalagodayawatta
1329½	B. J. P. Gunaratne	Jeethandrapitiya
1331	Do.	do.
1342	S. P. Gunaratne	Halawathamaylagewatta
1371	P. Simon Cooray	Appukkuttiyawatta
1372	B. Salman Perera	do.
1402	G. Appu Sinno	Mawathabadamahawatta
1409	M. Joseph Fernando	Uswatta
1424	B. Don Davith Silva	Siyabalagahawatta
1425	S. Andiris Fernando's estate	Polawatta
1426	S. Don Davith Appu	Dickwatta
1433	S. Siman Fernando	Mahawatta
1446	B. C. P. Gunaratne	Tickkabigewatta
1466½	M. D. Hendrick Appu	Elangahawatta
1483A	S. Don Davith Appu	Kandapaulawita
1488	D. Davith Fernando	Killabedda
1494	K. Davith Fernando	Mandadiyawala
1511	W. Don Andiris	Godathalauwa

**Notice of Sale, Gampola.**

NOTICE is hereby given that the houses, &c., at Gampola, mentioned in the annexed schedule, having been seized for default in payment of Police, Local Board, and Water Rates, Gampola, for 1st quarter, 1920, will be sold by public auction on January 6 and 7, 1921, on the spot, at Gampola, at 8 A.M., in conformity with the Local Board Ordinance No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale, are duly paid.

Further particulars can be obtained from the Local Board Office, Gampola.

Kandy Kacheheri, S. PHILLIPSON,  
December 2, 1920. For Government Agent.

**SCHEDULE.**

Ambagamuwa street: Nos. 42, 43, 85, 102, 107, 108, 109, 120, 122, 123, 143, 144, 145, 146, 150, 152, 153, 155, 156, 157, 158, 203, 205, 206, 212, 212A, 214, 215, 216, 232, 233, 247, 249, 251, 252, 259, 274; Kandy street: Nos. 28, 38, 39, 60, 86, 95, 96, 98, 101, 102, 112, 113, 131, 132, 134, 141, 148, 152, 155, 156, 169, 173, 181, 186, 196, 200, and 202; New Nuwara Eliya street: Nos. 6, 21, 23, 24, 33, 40, 57; Old Nuwara Eliya street: No. 16; Parsons street: Nos. 3, 6, and 7; Malabar road: Nos. 4-6, 17, 27, 33, 60, 61, 62, 64, 65, 96, 105, 108, 114, 116; Kadugannawa road: Nos. 1, 2, 5, 10, 20, 28, 29, 30, 31; Molton street: Nos. 1, 2, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28; Cross street: No. 2; Patrick street: Nos. 5, 7, 12, 28; Martyns lane: Nos. 2, 26, and 28; Byrde street: Nos. 4, 9, 11, 21, 22, 26, 79-80, 81, 91, 98, 108, 110; Hill street: Nos. 16, 17, 17A, 18; Keerapane: Nos. 18, 27, 29, 35, 36, 37, 38, 40, 42, 43, 44, 49, 50, 51, 52, 53, 54, 61, 62, 67, 69, 70, 74, 76, 82, 85, 89, 90, 91, 93, 97; Mahara: Nos. 21, 22, 23, 24, 34, 42, 47, 56, 57, 65, 75, 76, 77, 95, and 105; Illawatura: Nos. 1, 2, 3A, 4, 9, 10, 14, 25, 27, 28, 29, 33, 34, 35, 36, 39, 40, 41, 48, 50, 52, 55, 56, 59, 60, 62, 64, 67, 68, 70, 71, 76, 77, 81, 82, 86, 87, 88, 90, 93, 94, 95, 97, 101, 102, 106, 110, 111, 112, 118A, 123, 137, 139, 140, 145, 146, 147, 148, 149, 150, 152, and 153; Unamboowa: Nos. 3-4, 13, 14, 15, 16, 17, 18, 20-21, 22, 23, 30, 31, 33, 34, 35, 36, 37, 38, 42, 44, 45, 48, 49, 50, 52, 55, 57; Kahatapitiya: Nos. 3, 24, 25, 31, 32, 50, 64, 65, 66, 69, 71, 95, 96, 98, 107, 108, 109, 114, 119, 122, 123, 125, 135, 136, 137, 139, 144, 148, 155, 158, 161, 167, 180, 181, and 182.

**Notice of Sale, Nawalapitiya.**

NOTICE is hereby given that the houses, &c., at Nawalapitiya, mentioned in the annexed schedule, having been seized for default in payment of Police, Local Board, and Water Rates, Nawalapitiya, for 2nd and 3rd quarters, 1919, will be sold by public auction on January 10 and 11, 1921, on the spot, at Nawalapitiya, at 8 A.M., in conformity with the Local Board Ordinance No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale are duly paid.

Further particulars can be obtained from the Local Board Office, Nawalapitiya.

Kandy Kachcheri,  
December 3, 1920.

S. PHILLIPSON,  
For Government Agent.

**SCHEDULE.**

Kotmale street : Nos. 1, 2, 3, 12, 91, 103, 104, 105, 169, 170, 178, 185, 186 ; Ambagamuwa street : Nos. 5, 6, 9, 10, 11, 13, 14, 15, 18, 19, 20, 21, 36, 45, 47, 48, 49, 50, 51, 52, 53, 54, 77, 78, 79, 80, 81, 82, 83, 84, 85, 94, 96, 97, 101, 102, 104, 105, 113, 114, 115, 117, 118, 119, 120, 121, 126, 127, 128, 130, 131, 137, 140, 142, 143, 144, 145, 147, 154, 155, 156, 157, 158, and 159 ; Dolosbage road : Nos. 54, 65, 68, 71, 81, 81A, 82, 83, 84, 85, 86, 87, 88, 88A, 89, 89A, 90, 91, 92, 93, 94, 95, 96, 97, 97A, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 107A, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 117A ; Gampola road : Nos. 69, 71, 72, 98, 100 ; Hill street : Nos. 2, 20, 21, 22, 28, 30, 30A, 34, 37, 38, 44, 45, and 46 ; Panitudumulla road : Nos. 2, 14, 15, 15A, 16, 17, 18, 20, 21, 23, 25, 26, 27, 28, 29, 31, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 49, and 55 ; Baily road : Nos. 5, 12, 16, and 17. *Third quarter*—Kotmale street : Nos. 1, 2, 3, 12, 58, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 72, 73, 74, 75, 76, 77, 90, 91, 103, 104, 105, 169, 170, 178, 185, and 186 ; Ambagamuwa road : Nos. 5, 6, 9, 10, 11, 13, 14, 15, 19, 20, 21, 23, 36, 45, 47, 48, 49, 50, 51, 52, 53, 54, 77, 78, 79, 80, 81, 82, 83, 84, 85, 94, 96, 97, 101, 102, 104, 105, 113, 114, 115, 117, 118 ; 119, 120, 121, 126, 127, 128, 130, 131, 137, 140, 142, 143, 144, 145, 147, 154, 155, 156, 157, 158, 159 ; Dolosbage road : Nos. 54, 65, 65A, 66, 67, 68, 71, 73, 75, 81, 81A, 82, 83, 84, 85, 86, 87, 88, 88A, 89, 89A, 90, 91, 92, 93, 94, 95, 96, 97, 97A, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 107A, 108, 109, 110, 111, 112, 113, 114, 115, 116 ; Hill street : Nos. 2, 20, 21, 22, 28, 30, 30A, 37, 38, 44 ; Panitudumulla road : Nos. 2, 5, 14, 15, 15A, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 49, and 53 ; Baily road : Nos. 5, 12, 13, 14, 16, 17, 18 ; Dolosbage road : Nos. 117 and 117A ; Gampola road : Nos. 25, 26, 27, 28, 29, 30, 69, 71, 72, 92, 94, 95, 96, 97, 98, 100, 101, 102, 103, 104, 106, 107, 108, 109, 110.

**Assessment Tax, 1921, Sanitary Board, Matale.**

IT is hereby notified that the Board of Health of the Matale District has, in terms of section 7 of "The Small Towns Sanitary Ordinance, 1892," as amended by section 2 (3) of Ordinance No. 13 of 1905, made and assessed a rate of 4 per cent. per annum for the year 1921 on the annual value of all houses and buildings of every description and all lands and tenements whatsoever within the towns of Rattota, Dambulla, Madawela, Kawudupelella and Palapatwela, in the Matale District, save such as are by the said section of the Ordinance exempted from the payment of such rate.

Sanitary Board Office,  
Matale, November 27, 1920.

C. HARRISON-JONES,  
Chairman, Sanitary Board.

**Assessment Tax, 1921, Local Board, Puttalam.**

IT is hereby notified that the Local Board of Health and Improvement of the town of Puttalam has, in terms of section 30 of "The Local Board Ordinance, 1898," imposed and levied for the year 1921, over and above the sums necessary for the maintenance of the police of the same town, a rate of 4 per centum on the annual value of all houses and buildings of every description and all tenements

whatsoever within the said town of Puttalam, subject to the provisions of the aforesaid section, the rate to endure for the period of twelve months from January 1 to December 31, 1921.

Local Board Office,  
Puttalam, December 6, 1920.

W. K. H. CAMPBELL,  
Chairman.

**Commutation Tax, 1921, Local Board, Puttalam.**

NOTICE is hereby given to all persons residing within the limits of the Local Board of Puttalam that the Board, acting under the provisions of section 35 of the Ordinance No. 13 of 1898, has resolved that, on account of the year 1921, a tax, payable in six days' labour, be imposed upon all persons residing within the limits of the said Board who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1921, after which date the payment will be double that amount.

Local Board Office,  
Puttalam, December 6, 1920.

W. K. H. CAMPBELL,  
Chairman.

**Animals and Vehicles Taxes, 1921, Local Board, Puttalam.**

NOTICE is hereby given to persons residing within the limits of the Local Board of Puttalam that the Board, acting under the provisions of section 36 of the Ordinance No. 13 of 1898, has resolved that an annual tax be imposed for the year 1921 on all carriages, carts, hackeries, jinrickshaws, horses, ponies, mules, bullocks, asses, dogs, and bicycles kept or used within the town for which such Board is constituted, and which are not (as regards carts, carriages, coaches, &c.) referred to in section 29 of the Ordinance No. 13 of 1898, at the rate specified in the schedule hereto annexed :—

**Schedule.**

	Rs.	c.
For every carriage	5	0
For every double-bullock cart	4	0
For every single-bullock cart or hackery	2	0
For every jinrickshaw	2	0
For every horse, pony, or mule	2	0
For every bullock or ass	0	50
For every dog	1	0
For every bicycle	1	0

Local Board Office,  
Puttalam, December 6, 1920.

W. K. H. CAMPBELL,  
Chairman.

**Unofficial Members, Local Board, Anuradhapura.**

IT is hereby notified that the following gentlemen have been elected Unofficial Members of the Local Board of Anuradhapura for the years 1921 and 1922.

(1) Mr. V. Ramasamy, (2) Mr. D. L. C. Jinadasa, (3) Mr. M. M. Katu Bawa.

Local Board Office,  
Anuradhapura, December 6, 1920.

H. R. R. BLOOD,  
for Chairman.

**Unofficial Members, Local Board, Badulla.**

IT is hereby notified that the under-mentioned persons have been elected Unofficial Members, under section 12 of "The Local Boards Ordinance, 1898," to serve on the Local Board of Badulla for the years 1921 and 1922.

1. Muhandiram D. H. Kotalawela, J.P., U.P.M.
2. Mudaliyar A. I. Jainu Deen, J.P., U.P.M.
3. Mr. P. Packir Saibo, J.P.

Badulla Kachcheri,  
December 4, 1920.

H. W. COBRINGTON,  
Government Agent.

**Commutation Tax, 1921, Local Board, Kegalla.**

NOTICE is hereby given to persons residing within the limits of the Local Board of Kegalla, that the Board, acting under the provisions of section 35 of the Ordinance No. 13 of 1898, has resolved that on account of the year 1921 a tax payable in six dyas' labour be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water. Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1921.

Local Board Office,  
Kegalla, December 1, 1920.

A. W. SEYMOUR,  
Chairman.

**Animals and Vehicles Taxes, 1921, Local Board, Kegalla.**

NOTICE is hereby given to persons residing within the limits of the Local Board of Kegalla, that the Board,

acting under the provisions of section 36 of the Ordinance No. 13 of 1898, has resolved that an annual tax be imposed for the year 1921 on all carriages, carts, hackeries, rickshaws, horses, ponies, mules, bullocks, and asses kept or used within the town for which such Board is constituted, and which are not (as respects carts, carriages, and coaches), the carts, carriages, other than hackeries, and coaches referred to in section 29 of the Ordinance No. 13 of 1898, at the rate specified in the schedule hereto annexed:—

Schedule referred to.	Rs.	c.
For every carriage	4	0
For every rickshaw	2	0
For every cart	2	0
For every hackery	2	0
For every horse, pony, or mule	2	50
For every bullock or ass	0	50
For every bicycle	1	0

Local Board Office,  
Kegalla, December 1, 1920.

A. W. SEYMOUR,  
Chairman.

**TRADE MARKS NOTICES.**

NOTE.—In the following lists the numbers in the second column denote the number of the "Ceylon Government Gazette" in which the mark was advertised:—

**Trade Marks registered during the Month of November, 1920.**

Appli- cation No.	Gazette No.	Proprietors.	Class.	Regis- tration No.
1,784	7,120	Ranatunge Jayasekere Appuhamillage Jinedase Tillekeratne	3	2,305
1,787	7,126	George Richard Rich Nicholas and Alfred Michael Nicholas, trading under the firm name "Geo. R. Nicholas & Co."	3	2,306
1,796	7,126	Mohamed Akram Hassen Saheb, Mohamed Akram Mohamed Sukry Saheb, and Mohamed Akram Mohideen Saheb, trading under the firm name of "M. A. Hassen Saheb & Brothers"	24, 31, & 38	2,307
1,843	7,127	Safetee Soap Corporation	48	2,308
1,844	7,127	Do.	50	2,309
1,774	7,129	H. P. Gelderman & Zonen	24	2,310
1,786	7,129	A. Berkelaar & Zn.	43	2,311
1,829	7,129	Alfred James Norton	38	2,312
1,834	7,129	The Colombo Commercial Co., Ltd.	42	2,313
1,835	7,129	Do.	42	2,314
1,837	7,129	Do.	42	2,315
1,838	7,129	Do.	42	2,316
1,839	7,129	Do.	42	2,317
1,840	7,129	Do.	42	2,318
1,841	7,129	Do.	42	2,319
1,833	7,131	Angus Watson & Co., Ltd.	42	2,320
1,855	7,131	Fletcher Hardware Co., Ltd.	12, 13, & 38	2,321
1,856	7,131	The Falkirk Iron Co., Ltd.	18	2,322
1,862	7,131	F. W. Berwick & Co., Ltd.	22	2,323
1,864	7,131	J. & G. Stewart, Ltd.	43	2,324
1,865	7,131	Do.	43	2,325
1,866	7,131	Do.	43	2,326
1,868	7,131	Horrockses, Crewdson & Co., Ltd.	24	2,327

**Subsequent Proprietors registered during the Month of November, 1920.**

NOTE.—The name in italics is that of the former proprietor.

52	6,142	<i>Gillette Safety Razor Co. (a Corporation of the State of Maine)</i> Gillette Safety Razor Co. (a Corporation of the State of Massachusetts)	12	719
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Appli- cation No.	Gazette No.	Proprietors.	Class.	Regis- tration No.
52	6,142	<i>Gillette Safety Razor Co. (a Corporation of the State of Massachusetts)</i> Gillette Safety Razor Co. (a Corporation of the State of Delaware)	12	719
544	6,423	<i>Custodian of Enemy Property</i> A. V. R. A. Adaikappa Chetty	48	1,228
—	5,495	<i>J. C. Eno Ltd. (the old Company)</i> J. C. Eno, Ltd. (the new Company)	3	176
1,504	7,060	Do.	3	2,061
1,505	7,060	Do.	3	2,062

**Trade Marks renewed during the Month of November, 1920.**

—	5,202	Bosanquet & Co.	24	54
—	5,193	Huntley & Palmers, Ltd.	42	56
19	6,120	Alexander Ferguson & Co.	43	668
61	6,147	John Caitan Anthony Casie Chetty	43	725
68	6,152	Bontweverij Insulinde	24	801
73	6,156	Cling Surface Co.	4	802
80	6,168	The Asiatic Petroleum Co., Ltd.	47	807

**Trade Marks to be removed from the Register.**

69	6,162	S. A. Romal Silva & Bros.	44	803
74	6,156	S. V. Shelvaturai	45	804
71	6,164	I. L. M. H. M. Mohideen Hadjiar	17	805

**Trade Marks removed from the Register during the Month of November, 1920, through Non-payment of Renewal Fees.**

29	6,131	Whiteaway, Laidlaw & Co.	14	692
38	6,146	C. S. Seng & Co.	42	723
40	6,147	Henderson & Newton	42	727 to 744 (inclusive)

**Trade Marks restored to the Register during the Month of November, 1920.**

19	6,120	Alexander Ferguson & Co.	43	668
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Registrar-General's Office,  
Colombo, December 8, 1920.

F. BARTLETT,  
Registrar-General.

## Application No. 1,851.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. van Cuylenberg & De Witt, of 18, Chatham street, Colombo, have applied for the registration of the following Trade Mark in the name of Wood-Milne, Limited, and George Spencer, Moulton & Company, Limited (Corporations duly incorporated under the laws of England), 2, Central Buildings, Westminster, S.W. 1, England, Manufacturers, who claim to be the proprietors thereof, in respect of rubber buffing and draw springs, pneumatic rubber tyres, pneumatic rubber tubes, solid rubber tyres, and goods manufactured from rubber not included in other classes in Class 40 in the Classification of Goods in the above-mentioned Rules:—

**SPENWOOD**

*This Trade Mark has not been in use before the coming into operation of the Trade Marks Ordinance, No. 14 of 1888.*

Registrar-General's Office,  
Colombo, November 16, 1920.

F. BARTLETT,  
Registrar-General.

## Application No. 1,858.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. H. V. Williams & Co., of 18, Chatham street, Colombo, have applied for the registration of the following Trade Mark in the name of E. R. Calthrop's Aerial Patents, Limited (a Corporation duly organized and existing under the laws of the United Kingdom of Great Britain and Ireland and the Isle of Man), Eldon Street House, Eldon street, London, England, Manufacturers of Aeronautical Appliances, who claim to be the proprietors thereof, in respect of parachutes for use with aerial craft in Class 22 in the Classification of Goods in the above-mentioned Rules:—



*This Trade Mark has not been in use before the coming into operation of the Trade Marks Ordinance, No. 14 of 1888.*

Registrar-General's Office,  
Colombo, November 16, 1920.

F. BARTLETT,  
Registrar-General.

## Application No. 1,859.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," notice is hereby given that Messrs. H. V. Williams & Co., of 18, Chatham street, Colombo, have applied for the registration of the following Trade Mark in the name of E. R. Calthrop's Aerial Patents, Limited (a Corporation duly organized and existing under the laws of the United Kingdom of Great Britain and Ireland and the Isle of Man), Eldon Street House, Eldon street, London, England, Manufacturers of Aeronautical Appliances, who claim to be the proprietors thereof, in respect of parachutes for use with aerial craft in Class 22 in the Classification of Goods in the above-mentioned Rules:—



*This Trade Mark has not been in use before the coming into operation of the Trade Marks Ordinance, No. 14 of 1888.*

Registrar-General's Office,  
Colombo, November 16, 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. 1,863.
- (2) Date of Receipt: September 6, 1920.
- (3) Applicant (Proprietor of the Trade Mark): The Whitmore Manufacturing Company (a Corporation duly organized under the laws of the State of Ohio), Erie Railroad and Iron Court, Cleveland, State of Ohio, United States of America, Manufacturers.
- (4) Address for service in the Island, if any: H. V. Williams & Company, No. 18, Chatham street, Colombo.
- (5) Class: Forty-seven.
- (6) Goods: Lubricants.
- (7) Mark:



Registrar-General's Office,  
Colombo, November 23, 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. 1,903.
- (2) Date of Receipt: October 22, 1920.
- (3) Applicant (Proprietor of the Trade Mark): The Singer Manufacturing Company (a Corporation organized and existing under the laws of the State of New Jersey), Elizabeth, New Jersey, United States of America, Sewing Machine Manufacturers and Dealers.
- (4) Address for service in the Island, if any: Van Cuylenberg & De Witt, 18, Chatham street, Colombo.
- (5) Class: Six.
- (6) Goods: Sewing machines, parts of sewing machines, and accessories to same, included in the foregoing class.
- (7) Mark:



(8) Essential particulars and disclaimer, if any: No claim is made to the exclusive use of the letter "S."

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

Registrar-General's Office,  
Colombo, November 23, 1920.

F. BARTLETT,  
Registrar-General.