



# Ceylon Government Gazette

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## Part I. — General.

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

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NEW LAW REPORTS—Part I. of Vol. XXIV. will be issued on the 22nd instant.

## APPOINTMENTS.

No. 17 of 1923.

**HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT** has been pleased to make the following appointments:—

Mr. T. G. WILLETT to be Assistant Government Agent, Kurunegala, with effect from January 10, 1923, until further orders.

The Notification of January 11, 1923, appearing in the *Gazette* of January 12, 1923, is cancelled in so far as it relates to the appointment of Mr. WILLETT as Assistant Government Agent, Kegalla.

Mr. A. DE ABREW to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kalutara, during the absence of Mr. W. H. B. CARBERY, from January 22 to 26, 1923, inclusive, or until the resumption of duties by that officer.

Mr. T. C. VAN ROOYEN to act as District Judge, Nuwara Eliya, and as Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, during the absence of Mr. N. IZAT, on January 18 and 19, 1923, or until the resumption of duties by that officer.

Mr. G. P. KEUNEMAN to act as Commissioner of Requests, Police Magistrate, and Additional District Judge, Matara, during the absence of Mr. S. PHILLIPSON, from January 18 to 21, 1923, inclusive, or until the resumption of duties by that officer.

Mr. WALDO SANSONI to act as Commissioner of Requests and Additional Police Magistrate, Colombo, during the absence of Mr. C. COOMARASWAMY, from

January 28 to February 3, 1923, inclusive, or until the resumption of duties by that officer.

Mr. SOLOMON FERNANDO to act as Commissioner of Requests and Police Magistrate, Panadure, during the absence of Mr. W. D. BATTERSHILL, on January 19, 1923, or until the resumption of duties by that officer.

Mr. L. W. DE SARAM to act as Additional Police Magistrate, Colombo, Negombo, and Avissawella; and Additional Commissioner of Requests, Avissawella, during the absence of Mr. E. W. KANNANGARA, on January 17, 1923, or until the resumption of duties by that officer.

Mr. R. W. JONKLAAS to act as Police Magistrate, Kandy, during the absence of Mr. R. H. WHITEHORN, on January 21, 1923, or until the resumption of duties by that officer.

Mr. A. DE C. CARSON, Provincial Engineer, North-Western Province, to be a Member for the Sanitary Board of Kurunegala District.

Mr. G. G. DAVID DIAS GUNASEKERA to be an Inquirer for the division of Midigama, in Weligam korale of the Matara District.

Mr. ÆLIAN DANIELS to act as Inquirer for Kurunegala during the absence of Mr. P. B. HERAT, or until further orders.

By His Excellency's command,  
B. HORSBURGH,  
Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, January 18, 1923.

No. 18 of 1923.

IT is hereby notified that the Notification dated January 11, 1923, appearing in the *Gazette* of January 12, is cancelled so far as it affects the appointment of Mr. F. MARKUS to act as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala.

By His Excellency's command,

B. HORSBURGH,

Colonial Secretary's Office, Acting Colonial Secretary  
Colombo, January 17, 1923.

No. 19 of 1923.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to approve that Major GEORGE HERBERT MACCARTHY HYDE, who is not returning to the Island, be struck off the strength of the Ceylon Garrison Artillery Reserve, with effect from January 6, 1923.

By His Excellency's command,

B. HORSBURGH,

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, January 12, 1923.

No. 20 of 1923.

IT is notified for information that Honorary Second Lieutenant CLARENCE AUGUSTUS VIVIAN BROHIER's resignation of his Commission in the Ceylon Cadet Battalion has been accepted by HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT.

By His Excellency's command,

B. HORSBURGH,

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, January 12, 1923.

No. 21 of 1923.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to nominate the under-mentioned gentlemen to be Members of the District School Committee, Kalutara, for a period of three years from January 1, 1923 :—

Mr. W. H. B. CABBERY.

Rev. H. R. CORNISH.

Rev. Father C. E. FONSEKA.

Mr. P. A. GOONERATNE.

By His Excellency's command,

B. HORSBURGH,

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, January 13, 1923.

No. 22 of 1923.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. NAMBUKARA HELAMBAGE DON JOMERIS NICHOLAS SENARATNE, who was appointed by warrant dated July 27, 1922, to practise as a Notary Public at Lolugahamula in Nuwara Eliya, to be a Notary Public throughout Meda and Uda pattu of Kuruwiti korale, Palle pattu of Kukulura korale, and Palle pattu of Nawadun korale of Ratnapura District, with residence and office at Kiriella, and an additional office at Dodampe, and to practise as such in the Sinhalese language.

By His Excellency's command,

B. HORSBURGH,

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, January 12, 1923.

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

IT is hereby notified that I have confirmed the appointment of DON CHARLES SAMARASEKERA APPUHAMY as Registrar of Births and Deaths of Welgama division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province.

Registrar-General's Office,  
Colombo, January 9, 1923.N. W. MORGAPPAH,  
Acting Registrar-General.

IT is hereby notified that I have confirmed the appointment of HENNEDIGE MARTIN HENRY FERNANDO GUNAWARDANA as Registrar of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province. His office will be at Delgahawatta in Karagampitiya.

Registrar-General's Office,  
Colombo, January 17, 1923.M. S. SRESHTA,  
Registrar-General.

THE following appointment made under section 2 of Ordinance No. 22 of 1921 is hereby notified :—

MATHENASAHIB MARIKAR MOHAMADU ZEINADEEN to act as Registrar of Lands, Anuradhapura, for nine days from January 12, 1923, during the absence of the Registrar, A. W. DE SILVA, on leave.

Registrar-General's Office,  
Colombo, January 11, 1923.N. W. MORGAPPAH,  
Acting Registrar-General.

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 DEGURUNNEHELAGE ABRAHAM PERERA ABAYASEKERA to act as Registrar of Births and Deaths of Kelaniya division, and of Marriages (General) of Adikari pattu of Siyane korale west division, in the Colombo District of the Western Province, for two days from January 9, 1923, during the absence of the Registrar, JULIUS PERERA SUNDERASEKERA SAMARASINHE, on leave. His office will be at Nilakkagahawatta in Sinharumulla; and station at Kongahawatta in Talawatuhenpita South.

The Assistant Provincial Registrar, Kandy, has appointed GANEGALA EKANAYAKA MUDIYANSELAGE WALAWWE UKKU BANDA to act as Registrar of Births and Deaths, and of Marriages (General) of Uda Dumbara No. 6 division, in the Kandy District of the Central Province, for thirty days from January 15, 1923, during the absence of the Registrar, G. E. M. APPUHAMY, on leave. His office will be at Talagune; station at Mimura.

The Additional Assistant Provincial Registrar, Matara, has appointed DAVID DISSANAYAKA to act as Registrar of Births and Deaths of Dickwella division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for two weeks from January 8, 1923, during the absence of the Registrar, C. D. WAKISTA, on leave. His office will be at Keressabadawatta in Dickwella.

The Additional Assistant Provincial Registrar, Matara, has appointed DON CHARLES PRADINANDIS YAPA to act as Registrar of Births and Deaths of Dondra division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for six days from January 13, 1923, during the absence of the Registrar, D. C. W. MANAMPERY, on leave. His office will be at the Wesleyan school premises, also called Wanniammawatta in Deundara.

The Assistant Provincial Registrar, Hambantota, has appointed DON GABRIEL GOONEWARDANE to act as Registrar of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for four days from January 3, 1923, during the absence of the Registrar, D. M. DHARMASURIYA, on leave. His office will be at the Police Court, Hambantota.

The Additional Assistant Provincial Registrar, Hambantota, has appointed WICKRAMA ARACHOHIGE CHARLES to act as Registrar of Births and Deaths of Tangalla outside the town division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for fifteen days from January 9, 1923, during the absence of the Registrar, D. P. DISSANAYAKA, on leave. His office will be at the permanent Registrar's office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed SAMARASEKERA VIDHANAPATIRANAGE DON HENDRICK to act as Registrar of Births and Deaths of Kotuwana division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from January 18, 1923, during the absence of the Registrar, J. H. DON NIKULAS, on leave. His office will be at the permanent Registrar's office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON NICHOLAS WIJESINHA to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from January 12, 1923, during the absence of the Registrar, J. A. SINGAPPULI, on leave. His office will be at the permanent Registrar's office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON MOWLIS WIJESEKARA DISSANAYAKA to act as Registrar of Births and Deaths of Paranagam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for six days from January 15, 1923, during the absence of the Registrar, C. A. WIRASINGHA, on leave. His office will be at the permanent Registrar's office.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed PODDIYAR MURUGESAPILLAI to act as Registrar of Marriages (General) of Karaivaku pattu division, in the Batticaloa District of the Eastern Province, for thirty days from January 10, 1923, during the absence of the Registrar, K. KASINATHAN, on leave. His office will be at Turainilavanai.

The Assistant Provincial Registrar, Kurunegala, has appointed LANSAKARAKULATUNGA MUDIYANSELAGE PUNCHI

BANDA to act as Registrar of Births and Deaths of Hewawissa korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for three days from January 8, 1923, during the absence of the Registrar, K. B. ALAWALA, on leave. His office will be at the permanent Registrar's residence at Alawala.

The Assistant Provincial Registrar, Kurunegala, has appointed EMOGAMA DISSANAYAKE MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Hatalispaha korale east division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for thirty days from January 15, 1923, during the absence of the Registrar, D. M. KIRI BANDA, on leave. His office will be at the permanent Registrar's residence at Embogama.

The Additional Assistant Provincial Registrar of Puttalam and Chilaw Districts, has appointed D. M. P. WEERARATNA to act as Registrar of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, on January 13, 1923, during the absence of the Registrar, D. D. PEIRIS, on leave. His office will be at the Land Registry, Chilaw.

The Assistant Provincial Registrar, Anuradhapura, has appointed MATHENASAHIB MARIKAR MOHAMED ZEINADEEN to act as Registrar of Marriages (General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for nine days from January 12, 1923, during the absence of the Registrar, A. W. DE SILVA, on sick leave. His office will be at the Land Registry, Anuradhapura.

The Provincial Registrar, Ratnapura, has appointed LOKUMAHATMAYA WIJESUNDERA to act as Registrar of Births and Deaths of Marambe division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for ten days from January 10, 1923, during the absence of the Registrar, P. B. MARAMBE, on leave. His office will be at the permanent Registrar's office.

The Assistant Provincial Registrar, Kegalla, has appointed WALKATURE MUDIYANSELAGE MEDDUMA BANDA to act as Registrar of Births and Deaths of Mawata pattuwa south division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for three days from January 10, 1923, during the absence of the Registrar, L. B. GODIGOMUWA, on leave. His office will be at Muttettuwatta in Godigomuwa.

The Assistant Provincial Registrar, Kegalla, has appointed JAYASINHA MUDIYANSELAGE CHARLES APPUHAMI to act as Registrar of Births and Deaths of Dehigampal korale Megodapota pattuwa division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for thirty days from January 16, 1923, *vice* Registrar, V. C. APPUHAMI, deceased. His office will be at Welikadahitina-watta in Yatanwala.

Registrar-General's Office,  
Colombo, January 17, 1923.

M. S. SRESHTA,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

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

*The Constituency of the North-Western Province.*

NOTICE is hereby given that Mr. Edirimanasuriya Charles Edgar Corea of Chilaw has been duly elected as Member of the Legislative Council for the above-named constituency.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 19, 1923.

B. HORSBURGH,  
Acting Colonial Secretary.

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

*The Constituency of the North-Central Province.*

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

Colonial Secretary's Office,  
Colombo, January 19, 1923.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

IT is hereby notified that His Excellency the Officer Administering the Government has been pleased, under the provisions of section 55 of Ordinance No. 1 of 1889, to declare the Village Tribunal Court of Delft a Court of Requests from February 20 to 25, 1923, inclusive.

Colonial Secretary's Office,  
Colombo, January 4, 1923.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

IT is hereby notified that licenses to import explosives into Ceylon during the current year have been issued to Mr. A. V. R. A. Adycappa Chetty, of No. 15, Sea street, Colombo, and to Messrs. A. Abdul Reheman & Co., of No. 15, Third Cross street, Colombo.

Colonial Secretary's Office,  
Colombo, January 9, 1923.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information that (a) His Excellency the Officer Administering the Government has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Lokurugama, in the Pahalawisideke korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee, under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Officer Administering the Government reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit.

Colonial Secretary's Office,  
Colombo, January 18, 1923.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lots situated in the village of Lokurugama, in the Pahalawisideke korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province:—

## Block survey preliminary plan 1,861.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
3 ..	Ehetugahamulayaya <i>alias</i> Puhuwalalanda ..	24	2	3
7 ..	Oliyadapuyaya, Minipitiyeyaya, and Wewaihalayaya ..	62	3	26
		87	1	29
<i>Lots Excluded.</i>				
4 ..	Gansabhawa road and reservation ..	0	3	13
5 ..	Path (approach road to cemetery) ..	0	0	15
6 ..	Minipittaniya (cemetery) ..	0	1	9
		1	0	37

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information (a) that His Excellency the Officer Administering the Government has been pleased to set apart the lot of land described in the schedule hereto annexed, which is the property of the Crown, for a common purpose, to wit, that the inhabitants of the village of Mawatawewa, in the Pahala Kalagam tulana of the Kalagam korale north of the Kalagam palata of the Anuradhapura District, in the North-Central Province, may practise chena cultivation within the said lot on free permits issued by the Government Agent of the North-Central Province, in accordance with the rules made under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Officer Administering the Government reserves to himself the right to resume absolute possession on behalf of the Crown of the said lot or of any portion thereof whenever he thinks fit.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, December 22, 1922.

B. HORSBURGH,  
Acting Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lot situated in the village of Mawatawewa, in the Pahala Kalagam tulana of the Kalagam korale north of the Kalagam palata of the Anuradhapura District, in the North-Central Province:—

Block survey preliminary plan 811.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
7B	Weeragahayaya	50	2	34

## "THE BUTCHERS' ORDINANCE, 1893."

THE following rules and regulations made by the Assistant Government Agent of the District of Kegalla, in the Province of Sabaragamuwa, under section 23 of Ordinance No. 9 of 1893, in respect of public slaughter-house at Dehiowita, which has been proclaimed as a public slaughter-house in *Government Gazette* No. 6,525 of October 4, 1912, have been confirmed by His Excellency the Officer Administering the Government in Executive Council, and are published for general information.

The by-laws dated April 17, 1913, and published in *Government Gazette* No. 6,559 of April 25, 1913, are hereby cancelled.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 8, 1923

B. HORSBURGH,  
Acting Colonial Secretary.

## RULES AND REGULATIONS REFERRED TO.

1. No animal shall be slaughtered at the slaughter-house, except between the hours of 6 and 7 A.M.
2. The place appointed for the exposure of cattle for 24 hours before the slaughter shall be the building known as the "cattle pound," and situated in the land called Gallelipitiyahena.
3. Every licensed butcher shall produce for inspection before the District Medical Officer at 8 A.M. any head of cattle, sheep, or goats he desires to slaughter. The District Medical Officer shall in the case of cattle note on the voucher produced his opinion as to whether the said head of cattle is healthy and fit for human consumption, or unfit for slaughter for human consumption, and in the case of sheep or goats, shall issue a written permit to slaughter.
4. If on any animal being slaughtered the carcass shall appear diseased or unfit for human food, the Sanitary Inspector shall bring the same to the notice of District Medical Officer, and if the District Medical Officer shall be of opinion that the meat is unfit for human food he shall cause same to be forthwith buried and report the matter to the Assistant Government Agent of the District of Kegalla.
5. The carcasses of animals slaughtered shall be hung up after being flayed and cleaned the same day in the room provided for the purpose, and no meat shall be removed for sale except on permission until 8 A.M.
6. Every butcher or person using the slaughter-house shall pay the following fees:—

## Slaughter-house Fees.

	Cents.
1. For each head of cattle .. .. .	50
2. For each sheep or goat .. .. .	25

7. All fees shall be paid in advance to the Sanitary Inspector.
8. It shall be the duty of each butcher to cause the slaughter-house and premises to be thoroughly cleaned immediately after use and to bury or cause to be buried all blood refuse and offal. These duties shall be performed according to the directions of the Sanitary Inspector.
9. It shall not be lawful for any person to slaughter any animal in the public slaughter-house in the presence of other animals or until the carcass of any animal previously slaughtered shall have been removed or screened off and the premises cleaned.

## "THE FIREARMS ORDINANCE, No. 33 of 1916."

IT is hereby notified that His Excellency the Officer Administering the Government, in exercise of the powers vested in him by the proviso to section 24 of "The Firearms Ordinance, No. 33 of 1916," has been pleased to authorize the issue, within the under-mentioned areas, of licenses for single-barrelled muzzle-loading guns at a reduced duty of 50 cents for the year ending December 31, 1923 :—

*Province of Uva.*

The divisions of Bintenna, Wiyaluwa, Wellassa, and Buttala and the korales of Sitteremapalata, Kongolla, Bintenna, and Wellawaya.

*Eastern Province.*

1. Bintenna pattu : The whole pattu.
2. Eravur and Koralai pattu : Katchilaveli, Kanathanai, Perilaveli, Vettilaipoddaimadu, Lavanai, Avaddiaveli, Meyangola, and Vaddipoddaimadu.
3. Manmunai North pattu : Ichantivu, Navetkadu, Mangikaddu, Chalambakerni, Karaiveddi, Vilavaddavan, Magilavaddavan, Naripultotam, Sinnatotam, Kalkudah, Ilupadichenai, Kottiapulai, Kandian-aru, Thalankudah, Puthukudyiruppu, Kirankulam, and Unichohai.
4. Karavaku pattu : The whole pattu.
5. Sammanturai pattu : The whole pattu.
6. Akkarai pattu : Villages of Akkarai pattu Vanam.
7. Panawa pattu : The whole pattu.
8. Wewgam pattu : The whole pattu.
9. Koddai pattu : Ilakandai, Madapukalai, Malaimuntal, Iiantaiturai, Upporal, and Valaitotam.
10. Kaddukulam West : Adampane, Bakkinakadawa, Panguragaswewa, Kimpulpityawe, and Haragawe.

Colonial Secretary's Office,  
Colombo, January 9, 1923.

By His Excellency's command,  
B. HORSBURGH,  
Acting Colonial Secretary.

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the purchase and removal of all green and dead ebony standing and lying fallen in the land called 300-acre block, released for sale near Muppane in Koslanda Range of the Uva Division. The land will be pointed out by the Forest Ranger, Koslanda, on application to him.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Conservator of Forests, Kandy.

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

4. Tenders should be marked "Tender for purchase of Ebony in 300-acre Block, Uva Division," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests not later than midday on Tuesday, February 6, 1923.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Assistant Conservator of Forest, Uva Division, Haputale. No tender will be considered unless it is on the recognized form, and unless in respect of it all the conditions laid down in this notice have been strictly fulfilled. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A deposit of Rs. 50 for each tender form 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 deposit the amounts on account of purchase, together with the approved security as required by clause 9 below, and to enter into an agreement at the time of first payment in writing with the Assistant Conservator of Forests, then such deposit or payment and all other deposits that have been made shall 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 an agreement.

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

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

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

Fifty per cent. of the amount offered and security of Rs. 250 to be deposited within fourteen days of intimation of acceptance of the offer. Balance to be paid regularly in two monthly instalments within two months of the first payment.

10. The purchaser must not issue a power of attorney to a person whose name is on the defaulting contractors' list authorizing him to carry out his agreement.

11. Further, the purchaser shall not employ any person whose name is on the list of defaulting contractors, nor shall he employ any person whom the Assistant Conservator of Forests objects to, for reasons which appear to him sufficient after giving due notice in writing.

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

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

14. A felling license will be issued to the purchaser, and the ebony should not be removed without stamping and a removal permit, which will be issued on completion of felling operations.

15. The purchaser is required to fell and remove the ebony within two months from the date of agreement.

16. The intending purchasers are advised to inspect the forest with the Forest Ranger, Koslanda, if required.

17. For any further information, and for inspection of draft agreement, application should be made at the Forest Office, referred to in section 5.

18. The yield is estimated within the 300-acre block to be about 500 cubic feet, more or less, peeled ebony.

19. A rate per cubic foot should be quoted, written both in words and figures.

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, January 13, 1923.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF AVISAWELLA TEA AND RUBBER COMPANY, LIMITED.

1. THE name of the Company is " AVISAWELLA TEA AND RUBBER COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are :—
  - (a) To purchase from the proprietors thereof the Avisawella estate, situate in the Kelani Valley District of Ceylon.
  - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce, estate land, and house owners, builders, and dealers in lands, houses, and buildings of every description.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable, or immovable, of any kind, and any contracts, rights, easements, patents, licenses, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark, or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
  - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow, children, or dependents of any such.
  - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, houses, shops, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
  - (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
  - (h) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
  - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
  - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
  - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
  - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, and any other goods, wares, and merchandise, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
  - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, houses, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of pythoecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
  - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
  - (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
  - (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.



- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company, in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Two hundred and Fifty thousand rupees (Rs. 250,000), divided into

Twenty-five thousand (25,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes, with any preferential, deferred, qualified, special or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. M. WALDOCK, Colombo .. .. .	One
W. R. MAGUIRE, Colombo .. .. .	One
W. T. GRESWELL, Colombo .. .. .	One
TERRITT H. TATHAM, Colombo .. .. .	One
F. H. LAYARD, Colombo .. .. .	One
F. F. ROE, Colombo .. .. .	One
J. G. MOORE, Colombo .. .. .	One
Total Shares taken .. .. .	Seven

Dated the 14th day of December, 1922.

Witness to the above signatures at Colombo the 14th day of December, 1922 :

E. R. WILLIAMS,  
Proctor, Supreme Court, Colombo.

#### ARTICLES OF ASSOCIATION OF AVISAWELLA TEA AND RUBBER COMPANY, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

The word "Company" means "Avisawella Tea and Rubber Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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



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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

"Extraordinary resolution" means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy (in case where by these Articles proxies are allowed) or by attorney at any meeting of which notice specifying the intention to propose such resolution has been duly given.

#### BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire the Avisawella Estate, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

#### CAPITAL.

4. The nominal capital of the Company is Two hundred and Fifty thousand Rupees (Rs. 250,000), divided into 25,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

#### SHARES.

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

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

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall (subject to the provisions of Article 5) be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

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

12. The Company may pay to any person a commission at a rate not exceeding ten per cent., or of an amount not exceeding such rate in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company.

13. The Company may pay a reasonable sum for brokerage and may make any allotment on the terms that the person to whom such allotment is made shall have the right to call for further shares at such time or times and at such price or prices (not being less than par) as may be thought fit.

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

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

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

17. Any one of the joint-holders of a share 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.

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

19. 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.

20. 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.

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

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

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

#### CALLS.

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

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

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

27. 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 the 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.

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

#### TRANSFER OF SHARES.

29. Subject to the restrictions in these articles any Shareholder may transfer all or any of his shares by an instrument in writing.

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

31. 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.

32. 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 any transfer to any person not approved of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their refusal shall be absolute, and shall not be liable to be questioned.

33. Every instrument of transfer shall be in writing and signed by the transferor and transferee and must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transfer, and a fee of Two Rupees and Fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 32, shall register the transferee as a Shareholder and retain the instrument of transfer.

34. 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.

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

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

#### TRANSMISSION OF SHARES.

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

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

39. If any person who shall become entitled to be registered in respect of any share under clause 38 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, claim in writing to 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, claim in writing to be registered as a Shareholder in respect of the shares

of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

46. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

48. 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.

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

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

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

#### PREFERENCE SHARES.

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

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

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

## BORROWING POWERS.

55. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees One hundred thousand (Rs. 100,000).

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

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

58. 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.

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

## GENERAL MEETINGS.

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

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

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

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

64. 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 ten days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and such time as the Shareholders convening the Meeting may themselves fix.

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

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

67. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of Meeting, and the objects and business of the Meeting, shall be given by a notice sent by post or otherwise served as hereinafter provided, or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting. The accidental omission to give any such notice shall not invalidate any resolution passed at any such meeting.

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

69. 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.

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

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

72. The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; or if there be no Chairman, or if at any meeting he shall not be present at the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholder 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.

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

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

75. 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 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.

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

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

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

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

80. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every one share held by him up to ten, an additional vote for every ten shares held by him beyond the first ten up to one hundred, and an additional vote for every twenty-five shares held by him beyond the first hundred.

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

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

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

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

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

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

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

*Avisawella Tea and Rubber Company, Limited.*

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

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

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

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

## DIRECTORS.

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

90. The qualification of a Director shall be his holding in his own right at least one hundred shares in the Company upon which all calls for the time being have been paid.

91. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding three thousand rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

92. The first Directors shall be William Territt Greswell, Frank Henry Layard, and Territt Hugh Tatham. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

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



## ROTATION OF DIRECTORS.

94. At the first Ordinary General Meeting of the Company all the Directors shall retire from office, and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 95.

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

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.

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

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

98. No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he, or some member intending to propose him, has at least seven clear days before the meeting, left at the office of the Company a notice in writing, duly signed, signifying his candidature for office or the intention of such member to propose him.

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

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

101. 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.

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

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

104. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expenses 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.

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

## DISQUALIFICATION OF DIRECTORS.

106. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Managing Director, Visiting Agent, Superintendent, Secretary, Agent, or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he resigns his office under the provisions of clause 102.
- (e) If he ceases to ordinarily reside in Ceylon, or is absent from Ceylon for a period of twelve consecutive months.

107. No Director shall be disqualified from holding office by reason of entering into any contract with, or doing any work for, the Company, or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company or by reason of his being Agent, or Secretary, or Solicitor, or being a member of a firm who are Agents, or Secretaries, or Solicitors of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

## POWERS OF DIRECTORS.

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

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

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

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

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

112. The Director 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.

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon, any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company and any claims or demands made by or against the Company;
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, release, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector or any similar office.
- (e) To invest any of the moneys of the Company, which the Directors may consider not to be immediately required for the purpose thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (f) To delegate any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors, and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

#### PROCEEDINGS OF DIRECTORS.

117. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum, but in the event of there being at any time only one Director present in Ceylon, such Director may act alone.

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

119. 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.

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

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

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

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



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

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

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

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

#### ACCOUNTS.

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

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

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

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

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

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

#### AUDIT.

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

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

135. 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.

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

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

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

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

142. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

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

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

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

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

148. 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.

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

#### NOTICES.

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

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

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

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

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

155. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 151 shall not be entitled to be given any notices.

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

#### ARBITRATION.

157. 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.

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.

#### PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

160. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any sale shall be made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be affected thereby shall have a right to dissent as if such resolution were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866,

and of the Ceylon Ordinance No. 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said subsection (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

H. M. WALDOCK.  
W. R. MAGUIRE.  
W. T. GRESWELL.  
TERRITT H. TATHAM.  
F. H. LAYARD.  
F. F. ROE.  
J. G. MOORE.

Witness to the above signatures at Colombo, the 14th day of December, 1922 :

E. R. WILLIAMS,  
Proctor, Supreme Court, Colombo.

[Third Publication.]

**The High Forests Estates Company, Limited.**

NOTICE is hereby given that the Twenty-eighth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Monday, January 29, 1923, at 11.30 A.M.

*Business.*

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1922.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 22 to 29, 1923, both days inclusive.

By order of the Directors,  
WHITTALL & Co.,  
Colombo, January 20, 1923. Agents and Secretaries.

**The Glasgow Estate Company, Limited.**

NOTICE is hereby given that the Thirty-second Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Monday, January 29, 1923, at 12 noon.

*Business.*

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1922.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 22 to 29, 1923, both days inclusive.

By order of the Directors,  
WHITTALL & Co.,  
Colombo, January 20, 1923. Agents and Secretaries.

**The Agra Ouvah Estates Company, Limited.**

NOTICE is hereby given that the Thirty-first Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Tuesday, January 30, 1923, at 11 A.M.

*Business.*

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1922.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice has been given.

The Transfer Books of the Company will be closed from January 23 to 30, 1923, both days inclusive.

By order of the Directors,  
WHITTALL & Co.,  
Colombo, January 20, 1923. Agents and Secretaries.

**The Maha Uva Estate Company, Limited.**

NOTICE is hereby given that the Thirtieth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Tuesday, January 30, 1923, at 11.15 A.M.

*Business.*

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1922.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice has been given.

The Transfer Books of the Company will be closed from January 23 to 30, 1923, both days inclusive.

By order of the Directors,  
WHITTALL & Co.,  
Colombo, January 20, 1923. Agents and Secretaries.

**The Katiapola Rubber Company, Limited.**

NOTICE is hereby given that the Fourth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 11, Queen street, Fort, Colombo, on Friday, February 2, 1923, at 11 A.M.

*Business.*

1. To receive the report of the Directors and the accounts for the year ended December 31, 1922.
  2. To elect a Director.
  3. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.
- (The Transfer Books of the Company will be closed from January 26 to February 2, 1923, inclusive.)

By order of the Directors,  
BOIS BROTHERS & Co., LTD.,  
Colombo, January 15, 1923. Agents and Secretaries.

**Ceylon Observer, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the registered office of the Company on Saturday, February 3, 1923, at 12 noon, for the purpose of considering, and, if thought fit, passing the following resolution:—

*Resolution.*

“That the Directors be and they are hereby authorized to sell and dispose of the business and effects of the Company or any part or parts, share or shares thereof upon such terms and in such manner as the Directors shall think fit, and for such purpose to sign and execute all agreements, contracts, transfer, and other deeds and documents as may be necessary or proper, and to do all such other acts, deeds, matters, and things as may be necessary.”

If the above resolution be passed by the requisite majority, it will be submitted for confirmation at a subsequent General Meeting which will be convened for the purpose.

By order of the Directors,  
H. W. CAVE & Co.,  
Registered Offices,  
Gaffoor buildings, Colombo. Agents and Secretaries.

8.2/50  
W 7 3365

W. Mackie & Company, Limited.

NOTICE is hereby given that the First Annual Ordinary General Meeting of C. W. Mackie & Co., Ltd., will be held at the registered office of the Company, No. 7A, Prince street, Fort, Colombo, on Wednesday, January 31, 1923, at 12 noon.

By order of the Directors,  
A. E. WILLIAMS,  
Managing Secretary.

Colombo, January 17, 1923.

**Auction Sale.**

In the District Court of Colombo.  
No. 2,337 of 1921.

UNDER and by virtue of the commission issued to me and the decree entered in the above styled action, I shall sell by public auction on Wednesday, February 14, 1923, at 4 P.M., at the spot—All the divided portions of land, with all the buildings and erections thereon, bearing No. 1,187, 1,194/103, at Vuystwyke road, Mattakkooly, Colombo, containing in extent 4 acres 2 roods 39 6/100 perches, together with all the machinery, plant, timber, stocks, and other articles whatsoever lying within and upon the said premises.

For further particulars apply to—

4, Baillie street, Fort. A. Y. DANIEL,  
Phone 289. of A. Y. DANIEL & SON,  
Telegrams "Lions," Colombo. Auctioneers and Brokers.

**Auction Sale under Mortgage Decree of House Property in Mattakkuliya.**

BY virtue of the commission issued to me in case No. 49,944 of the District Court of Colombo, I shall sell by public auction on Saturday, February 10, 1923, at 4.30 P.M., at the spot—

All that undivided 1/2 part or remaining portion from, in, and to a part of the garden called the Vuystwyke, bearing present assessment No. 1,247/42, situated and lying at Mattakkuliya (now Church road, Mattakkuliya), Colombo, the whole in extent 3 square roods and 17 1/2 square perches, primarily mortgaged and declared bound and executable under the decree in the said case, against W. J. R. Fernando, the defendant, as administrator of the estate of the late Arathighe Cornelis Peter Gomes, for the realization of the sum of Rs. 1,292.65, with interest and costs of suit.

Further particulars from M. N. M. Haniffa, Esq., Proctor for the substituted plaintiff, or from—

G. EMANUEL DABERA,  
No. 83, Dam street. Auctioneer.

**Auction Sale of a Valuable House Property bearing Assessment No. 837/129, at Layard's Broadway, Colombo.**

**Under Mortgage Decree.**

UNDER and by virtue of the commission issued to me in case No. 6,548 of the District Court of Colombo, I shall sell by public auction on Saturday, February 10, 1923, at 4 P.M., at the spot—

All that divided portion of the land and premises, bearing assessment No. 837/129, situated at Layard's Broadway, Colombo, containing in extent 21 perches.

For further particulars apply to M. S. J. Akbar, Esq., Proctor and Notary, Wilson street, Colombo, or to me:

No. 8, Hulftsdorp street, H. D. JOHN PERIS,  
Colombo. Auctioneer and Broker.

**Auction Sale.**

In the District Court of Colombo.

Grace Manuel assisted by her husband Joseph Manuel, both of Kottawa, Colombo ..... Plaintiffs  
No. 5,509. Vs.

Malawatchige Povistina Rabel assisted by her husband G. G. Sawilage Hendrick Perera, both of Cotta ..... Defendants.

BY virtue of the commission issued to me in the above case, I shall sell by public auction on February 17, 1923, commencing at 4 P.M., at the respective spots—(1) All that allotment of land called Ketakelagahawatta alias

Sewalamediaagahawatta, with the buildings thereon, situated at Pita Kotte, in extent 1 rood and 25 50/100 perches; (2) all that undivided 1/2 part of Kukulagahakurunduwatta, situated at Pita Kotte aforesaid, in extent about 1/2 an acre.

54, Belmont street, H. M. PEIRIS,  
Colombo, January 15, 1923. Auctioneer and Broker.

**Auction Sale.**

Valuable Residential Property, bearing assessment No. 81, situated at Mutual, within the Municipal limits of the District of Colombo, Western Province, in extent 38 square perches and 73/100 of a perch, with the buildings standing thereon, together with all the appurtenances, under mortgage decree, in case No. 3,553/21 of the District Court of Colombo.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, February 10, 1923, at 4.30 P.M., at the spot.

For further particulars please apply to John Leopold Perera, Esq., Proctor, Supreme Court, or to me:

115, Hulftsdorp, Colombo. A. V. PERERA,  
Phone No. 1428. Auctioneer and Broker.

**Auction Sale under Mortgage Decree.**

In the District Court of Kalutara.

Don Amal Werakoon of Pandyamulla in Paiyagal Palle ..... Plaintiff.  
No. 10,258. Vs.

Wellabalage Don Peiris Appuhamy of Angangoda ..... Defendant.

UNDER and by virtue of decree entered in the above case and by virtue of order to sell issued to me from the said court for the recovery of the amounts stated therein, I shall sell by public auction the following property declared bound and executable under the said decree on February 10, 1923, commencing at 3 P.M., at the spots:

(1) An undivided 1/2 of 2/8 shares of the entire soil and of the remaining trees (excluding the planter's share of the trees) of the land called Appuwawatta, situated at Angangoda in Paiyagal badde, Kalutara totamune, Kalutara District, Western Province; and bounded on the north by Pahalawatta, east by Godellewatta, south by Embettayawatta and Bogahawatta, and west by Binwatta alias Pahalawatta; and containing in extent 3 roods and 32 perches.

(2) An undivided 1/2 of 1/15 of 1/2 of 1/2 share and 1/2 of 1/2 of another 1/2 share of the entire soil and of the remaining trees (excluding the planter's share of the second plantation), and the cabook stone tiled house newly built, of the land called Kahatagahawatta, situated at Angangoda aforesaid; and bounded on the north by Wattagewatta, east by Andihenewatta, south by Andiyawatta, and west by Embettayawatta; and containing in extent about 2 acres.

For further particulars please apply to me, or to Mr. D. E. de Almeida, Proctor, Supreme Court, and Notary Public, Kalutara.

Kalutara, January 12, 1923. P. DON PAUL,  
Auctioneer.

**Auction Sale.**

UNDER commission issued to me in case No. 176 Insolvency of the District Court of Galle, I shall sell by public auction on Saturday, January 27, 1923, at 3 P.M., at the premises No. 107, at High street, Galle Bazaar, the following property:

1. An undivided 1/2 share (or the defined lot that may be allotted to Idross Lebbe Marcar Abubakker of Kumbalwella on a partition decree No. 15,440) of the soil and premises bearing assessment No. 107, situate at High street, Galle Bazaar.

2. Lot No. 2 of Digapathakumbura, situate at Bope.

Galle, December 23, 1922. H. G. POROLIS DE SILVA,  
Auctioneer.

**Auction Sale under Mortgage Decree.**

In the District Court of Kurunegala.

Mr. Charles Peiris, Proctor, Colpetty, Colombo.. Plaintiff.  
No. 8,460. Vs.(1) Rajapakse Mudianselage Ukku Banda Arachchi, (2)  
Uitto Kiri Banda, both of Halpandeniya in Damba-  
deni Udukaha korale east ..... Defendants.

BY virtue of the decree entered in the above case and of the order to sell issued to me therein, I shall put up for sale by public auction at the premises, on Saturday, February 10, 1923, commencing at 1 P.M., the following property, specially bound and executable for recovery of the sum of Rs. 1,620, with legal interest thereon from date of decree, till payment in full, and costs, Rs. 374.68:—

1. The field called Wagalekumbura of 2 pelas and 5 lahas paddy sowing extent, situate at Halpandeniya.
2. Hitinagedarawatta of about 6 lahas kurakkan sowing extent, situate at the said village.
3. Madawalakumbura of about 8 lahas paddy sowing extent, situate at Morugama.
4. An undivided exact  $\frac{1}{2}$  share of the high and low lands called Galapitakomekumbura of 2 pelas paddy sowing and thereto adjoining pillewa of about 1 neli kurakkan sowing extent, situate at the said village.
5. An undivided exact  $\frac{1}{2}$  share of Siambalagahamulahena of about 2 kurunies kurakkan in extent, situate at Halpandeniya, with all the plantations thereon.

For further particulars please apply to Messrs. C. P. &amp; C. H. Markus, Proctors, Kurunegala, or to me.

Kurunegala, January 11, 1923.

M. PERERA,  
Auctioneer.**Auction Sale.**

In the District Court of Kurunegala.

K. M. P. R. Muttu Ramen Chetty by his attorney  
S. P. K. N. Natchchiappa Chetty of Kurunegala.. Plaintiff.  
No. 8,360. Vs.Veyana Bala Kristna Rauth of Kurunegala ..... Substituted Defendant.  
Alakulpola Mohottalage alias Lansakera  
Mudiyanselage Lolli Banda of Ratgalla in Tiragandahaye korale ..... Defendant.

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

On Monday, February 12, 1923, at 4 P.M., on the spot.

An undivided  $\frac{2}{3}$  share of the land called Alawalagewatta of about 5 lahas kurakkan sowing extent, with the plantations and everything thereon, situate at Ratgalla aforesaid; and bounded on the north by Welbadawetiya, on the east by Welroda, on the south by a fence of the garden of Mr. Atapattu, and on the west by gala (rock).

Further particulars from me:

Kurunegala, January 16, 1923.

T. B. AMUNUGAMA,  
Auctioneer.**Auction Sale.**

In the District Court of Kurunegala.

Suna Pasa Ana Veyna Navenna Ana Nana Annamalay  
Chetty of Kurunegala ..... Plaintiff.  
No. 9,072. Vs.Rajapaksa Mudiyanselage Ginadasa of Halpandeniya  
in Dambadeni Udukaha korale east ..... Defendant.

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

On Saturday, February 10, 1923, commencing at 2 P.M.,  
on the second land herein below.

1. An undivided  $\frac{1}{2}$  share of Halgahakumbura of 15 lahas paddy sowing extent, situate at Morugama in Udupala Otota korale.

2. An undivided  $\frac{1}{2}$  share of Iriyamadehena, now garden, of 15 lahas paddy sowing extent.
3. An undivided  $\frac{1}{2}$  share of the land called Iriyamadehena, now garden, of 6 acres and 29 perches, both situate at Walakumbura in Dambadeni Udukaha korale east.
4. An undivided  $\frac{1}{2}$  share of Midikumbura of 1 rood and 9 perches, situate at Morugama aforesaid.

Further particulars from me:

Kurunegala, January 16, 1923.

T. B. AMUNUGAMA,  
Auctioneer.**Auction Sale under Mortgage Decree.**

In the District Court of Kegalla.

Nawanna Kana Runa Carthen Chetty of Hingula, by  
his attorney Nawanna Kana Runa Kilnasara, Kasa  
of Hingula ..... Plaintiff.

No. 6,089. Against

(1) Uutukoda Arachchige Charles Dias Jayathilaka,  
(2) Mahallage Dona Engeltina ..... Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction the following lands to recover the sum of Rs. 1,476, being the aggregate amount of the principal, interest, and costs due in respect of bond No. 38,833, dated March 11, 1920, with legal interest from the date till payment in full and poundage, on Saturday, February 10, 1923, commencing at 2.30 P.M., at the respective spots, to wit:—

1. The soil, plantation, and the house thereon of lot marked No. 5 in plan No. 420 of the land called Waragolletenna alias Telambugahahena, and which said lot is containing in extent 1 rood and 39 perches; and bounded on the east by the high road, south and west also by Waragolletenneasweddumakumbura, and on the north by live fence and high road.

2. Lot marked No. 7 in the said plan on either side of the high road of Waragolletenneaswedduma, and which said lot is containing in extent 1 rood and 22 perches; and bounded on the east by big rock and lot marked No. 4 in the said plan, south by the big rock and the bank of the allotment of land to Sanchi Menika, west by lot marked No. 6 in the said plan allotted to Sanchi Menika out of this aswedduma, north by the bank of lot marked No. 4 in the said plan, exclusive by high road.

3. The soil and all plantations thereon on either side of the high road of the land called Avissiriyewatta of 2 acres 1 rood 22 perches in extent; and bounded on the east by the land belonging to Dewale, south by Dingiri Naide's land, west by Sultan Lebbe's land, and north by Hingul-oya, exclusive of the high road and the Government latrine; all the three lands situated at Hingula in Meda Pattu of Galboda korale of the Kegalla District.

Kegalla, January 16, 1923.

D. S. WICKRAMASINGHE,  
Auctioneer.**St. Paul's Church, Kandy.**

A MEETING of the Seat-holders of St. Paul's Church, Kandy, will be held on Monday, January 29, 1923, at 5.30 P.M., for the purpose of electing three Trustees for the year 1923.

JNO. W. S. ATTYGALLE,  
Hon. Secretary to the Board of Trustees.  
Kandy, January 4, 1923.**Christ Church, Jaffna.**

I HEREBY give notice that, in accordance with the provisions of section 11 of Ordinance No. 12 of 1846, there will be a Meeting of the Congregation of this church on Sunday, January 28, 1923, at 7 P.M., for the purpose of electing Trustees for this church for the year ending December 31, 1923.

Christ Church Vicarage,  
Jaffna, January 9, 1923.C. H. VAN DENBERG,  
Incumbent.



## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at Messrs. The Ceylon Wharfage Company premises, beyond the time allowed by law, will be sold by public auction on Tuesday, February 20, 1923, at 1 P.M., unless previously cleared. Goods must be cleared on or before Friday, February 23, 1923 :—

Steamer.	Date. 1922.	From.	Marks and Numbers.	Number and Description of Packages.
ss. Narkunda	July 31	Amsterdam	J. L. R. & Co.	1 case merchandise
ss. Mathiana	June 22	London	3534 in a diamond and H W B & Co. 87 outside	do.
B 1 WAREHOUSE.				
Unknown	—	Nil	Var.	22 empty tea chests
H. M. Customs, Colombo, January 10, 1923.				A. N. STRONG, for Principal Collector.

## Statement showing the Importation of Rice into the Ports of Ceylon during the Week ended January 13, 1923.

Ceylon Ports.	Port of Origin.	Number of Bags.
Colombo	Bombay	164
Do.	Calcutta	4,859
Do.	Coconada	863
Do.	Negapatam	371
Do.	Rangoon	23,013
Do.	Tuticorin	109
Do.	Dhanushkodi	3,152
Kayts	Adirmpatam	873
Do.	Coconada	800
Do.	Masulipatam	751
Galle	Calcutta	2,239
Do.	Coconada	10,203
Do.	Negapatam	200
Jaffna	Cocanada	407

(8,335 bags of rice were shipped during the week.)

H. M. Customs,  
Colombo, January 17, 1923.

A. N. STRONG,  
for Principal Collector.

## Notification by the Chairman of the Board of Improvement Commissioners, Kandy.

NOTICE is hereby given that under section 49 (1) of "The Housing and Town Improvement Ordinance, No. 19 of 1915," the Board of Improvement Commissioners, Kandy, have, by a resolution passed at the meeting of the said Board held on December 15, 1922, adopted a Back Lane Scheme for the proper conservancy of a specific area of the town of Kandy; bounded on the north by Colombo street, on the south by Ward street, on the east by Trincomalee street, and on the west by Castle Hill street.

Particulars of this scheme, which is estimated to cost Rs. 15,000, a map of the area comprised therein, and a statement specifying the properties proposed to be acquired thereunder, may be seen at the Office of the Board of Improvement Commissioners in the Town Hall, Kandy, between the hours of 2 P.M. and 4.30 P.M. daily, except on Saturdays, Sundays, and public holidays.

Town Hall,  
Kandy, January 9, 1923.

W. L. KINDERSLEY,  
Chairman.

## KI/Kandanapitiya Vernacular Mixed School.

NOTICE is hereby given that Kandanapitiya Vernacular Mixed School, situated in Kalutara District of the Western Province, under the management of Mr. R. Don Arnolis has been registered as a grant-in-aid school from this date.

Education Office,  
Colombo, January 13, 1923.

L. MACRAE,  
Director of Education.

## Grant-in-Aid Training Schools and Vernacular Teachers' Certificate Examination, August, 1922.

## SUPPLEMENTARY LIST OF PASSES.

## Second Class—Males.

Index No.	Name of Candidate.	Name of Manager or School.
533	Suaris, M. A.	G/Kosgoda, Anglo-Vernacular Boys' School

## Third Class—Males.

1306	Abdul Cader, H. M.	Mt/Madipola Vernacular Boys' School
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Education Office,  
Colombo, January 17, 1923.

L. MACRAE,  
Director of Education.

## Sale of Lease of Grass and Cinnamon on Crown Lands, situated at Cinnamon Gardens, Colombo.

NOTICE is hereby given that the Government Agent, Western Province, will sell by public auction, at his office in Colombo, at 12 noon, on Wednesday, January 31, 1923, the right to cut and remove grass and cinnamon for one year from February 1, 1923, on the under-mentioned portion of Crown land appearing in the lease plan of the Colombo Cinnamon Gardens, subject to the following conditions :—

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

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

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

Government Agent's Office,  
Colombo, January 16, 1923.

J. G. FRASER,  
Government Agent.

*Land referred to.*

Colombo Cinnamon Gardens Lease Plan.

Lot.	Situation.	Description.	Extent.	
			A.	R. P.
15	Gregory's road ..	Grass and cinnamon ..	20	1 31

**Lease of the Trees standing on the Gampola Hospital Grounds.**

NOTICE is hereby given that the lease of the right to take the produce of the trees standing on the Gampola hospital grounds will be put up to auction at the Kandy Kachcheri on February 28, 1923, at 2 P.M., on the following conditions, at the upset price of Rs. 100 per annum :—

1. Lease to be for one year commencing from March 1, 1923.
2. Rent to be paid in advance on day of sale.
3. Lease to be terminable at one month's notice without compensation.
4. No building of any sort to be erected on the land.

Kandy Kacheheri,  
January 19, 1923.

W. L. KINDERSLEY,  
Government Agent.

**Hoof Disease.**

WHEREAS by proclamation dated December 7, 1922, and published in the *Government Gazette* No. 7,301 of December 15, 1922, the village known as Pita Kotte, in Colombo Mudaliyar's division of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas hoof disease no longer exists in the said area, it is hereby notified and declared that it is free from hoof disease and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

K. SOMASUNTHARAM,  
for Government Agent.

**Hoof Disease.**

WHEREAS hoof disease has broken out in the village Meetotamulla, in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by W. A. Leenis Silva's land, south by W. Sadiris Perera's land, east by W. A. Leenis Silva's land, and west by Dematagoda ela.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 13, 1923.

R. J. PEREIRA,  
for Government Agent.

**Hoof Disease.**

WHEREAS hoof disease has broken out in the village Etul Kotte, in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by dewata road, east by Cotta high road, south by Madakumbura and canal, and west by canal.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 13, 1923.

R. J. PEREIRA,  
for Government Agent.

**Hoof Disease.**

WHEREAS hoof disease has broken out in the village Udugampola, in Alutkuru korale north of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by land belonging to Janis Fernando, east and south by high road, and west by land belonging to Don Saimon Karunasekara and others.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 13, 1923.

R. J. PEREIRA,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Helakandana, in Alutkuru korale north of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by high road, east by Village Committee road, south and west by field.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

K. SOMASUNTHARAM,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Helakandana, in Alutkuru korale north of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by high road, east by village boundary of Ganimulla, south by field, and west by Village Committee road.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

K. SOMASUNTHARAM,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Kindiwala, in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Tawalampitiya village, east by Crown land called Halugankanda, south by Halugama village, and west by Tawalampitiya-Danowita Village Committee road.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

R. J. PEREIRA,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Navana, in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north and west by Crown forest, east by footpath from Navana to Karavilakumbura, and south by road from Mugurugampola to Kotadeniya.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

R. J. PEREIRA,  
for Government Agent.



**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Mugurugampola, in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north and west by tract of paddy fields, east by Mugurugampola-Nalla Village Committee road, and south by land called Kahatagahakurunduwatta.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

R. J. PEREIRA,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS by proclamation dated December 18, 1922, and published in the *Government Gazette* No. 7,302 of December 22, 1922, the land called Ambagahakatuwa at Kehelella, in Alutkuru korale north of the Western Province, was proclaimed as 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 hereby notified and declared that it is free from hoof-and-mouth disease and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

K. SOMASUNTHARAM,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS by proclamation dated December 20, 1922, and published in the *Government Gazette* No. 7,303 of January 5, 1923, the 2nd Cross street, Negombo, in Alutkuru korale north of the Western Province, was proclaimed as 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 hereby notified and declared that it is free from hoof-and-mouth disease and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

K. SOMASUNTHARAM,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS by proclamation dated December 20, 1922, and published in the *Government Gazette* No. 7,303 of January 5, 1923, the village known as Yagoda-mulla, in Alutkuru korale north of the Western Province, was proclaimed as 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 hereby notified and declared that it is free from hoof-and-mouth disease and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

K. SOMASUNTHARAM,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS by proclamation dated December 21, 1922, and published in the *Government Gazette* No. 7,303 of January 5, 1923, the village known as Kurana Katunayaka, in Alutkuru korale north of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of Ordinance No. 25 of 1909; and whereas hoof-and-mouth disease no longer exists in the said area, it is hereby notified and declared that it is free from hoof-and-mouth disease and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

K. SOMASUNTHARAM,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS by proclamation dated December 20, 1922, and published in the *Government Gazette* No. 7,303 of January 5, 1923, the village known as Horanpella, in Alutkuru korale north of the Western Province, was proclaimed as 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 hereby notified and declared that it is free from hoof-and-mouth disease and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 10, 1923.

K. SOMASUNTHARAM,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Alutgama-Gampaha, in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Attanagalu-oya, east by Indigolla estate, south by Morapola estate, and west by korale boundary.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 12, 1923.

R. J. PEREIRA,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Pilikuttuwa, in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by road to Pilikuttuwa temple, east by fields, south by Waturagama Village Committee road, and west by Pilikuttuwa Village Committee road.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 13, 1923.

R. J. PEREIRA,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the land called Kongahawatta at Kandana, in Alutkuru korale south of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by land belonging to H. D. Martinu Appu, east by land belonging to Marthelis Jayawardana, south and west by land belonging to Thomas Jayawardana.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 13, 1923.

R. J. PEREIRA,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Kosetadeniya, in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by land called Gorakagahalanda, east by village cart road from Kosetadeniya to Dahenpahuwa, south by lands called Imbulewatta and Talagahawatta, and west by land called Kongahawatta.

This declaration is to take effect from this date.

The Kachcheri,  
Colombo, January 13, 1923.

R. J. PEREIRA,  
for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the land called Delgahawatta at Nagoda, in Alutkuru korale south of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by land belonging to Aron Mendis, south by land belonging to Albertu Silva, east by dewata road, and west by land belonging to Welisara Allinu Fernando.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, January 13, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the land called Pillewa at Kandana, in Alutkuru korale south of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by land belonging to W. D. Abilinu Appu; east, south, and west by the field belonging to D. P. Wijegunatilaka, Police Vidane.

\* This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,  
Colombo, January 13, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the village Honnantara, in Salpiti korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by road leading to Honnantarawelyaya, east by low ground (fields), south by land belonging to Carlina Pieris, and west by high road.

\* This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the land called Gorakagahawatta at Weligampitiya, in Alutkuru korale south of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by church land, east by land belonging to S. D. Regina Jayawardana, south by Wellekurunduwatta, and west by land belonging to Martinu Perera.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the village Madabawita, in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Tawalampitiya-Danowita Village Committee road, east by Colombo-Kandy road, south by Four Korales and west by villages Weweldeniya Ihalagama and Weweldeniya Pahalagama.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the village Kumbaloluwa, in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Mahahenawatta, east and south by Kumbaloluwa fields, and west by Galgamuwa.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the village Warakanatta, in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Kandy road, east and south by Talawatuhenpita and Pamunuwila, and west by Dalugangoda Village Committee road.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the village Andupe, in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by railway line, east, south, and west by Botale Pahalagama village.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the village Siyambalagoda, in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by land called Delpattullekurunduwatta, east by tract of paddy fields, south by Hinamulla village, and west by Imbulanwala and Kosetadeniya villages.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the village Galudupita, in Alutkuru korale south of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north, east, and south by portions of Dawatagahawatta, and west by Village Committee road.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Kosetadeniya in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by land called Kospelambulhena, east by villages Siyambalagoda and Imbulanwala, south by village Imbulanwala, and west by Crown land called Digalakanda and Kitulwala village.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the village Iriyawetiya, in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Talawatuhenpita, east by Kandy road, south by Wewelduwa, and west by Dalugangoda.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the land called Kelagahawatta at Weligampitiya, in Alutkuru korale south of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by land belonging to Siyadoris Fonseka and others, east by land belonging to Migel Perera Ranasinghe, south by land belonging to

James Dias and others, and west by land belonging to Gustina Dias and others.

This declaration is to take effect from this date.

The Kachcheri, K. SOMASUNTHARAM,  
Colombo, January 16, 1923. for Government Agent.

**Foot-and-Mouth Disease.**

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

*Boundaries referred to.*

North and west : Katugampola hatpattu.

East : Dambadeni palata.

South : Kudagammana palata.

The Kachcheri, M. K. T. SANDYS,  
Kurunegala, January 16, 1923. for Government Agent.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in Waharaka village in Dehigampal korale, Megodapota of Threa Korales, Kegalla District: It is hereby declared that the under-mentioned area is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909 :—

Waharaka village bounded on the north by Basnagodaya, on the east by village boundaries of Basnagoda and Weddawala villages, on the south by Wahakula village boundary, and on the west by korale boundary of Siyane korale.

This declaration is to take effect from January 8, 1923.

Kegalla Kachcheri, G. S. WODEMAN,  
January 9, 1923. Assistant Government Agent.

**NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE," No. 11 OF 1920.****Budget of the Ratnapura Urban District Council for the Year 1923.****REVENUE.**

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
<b>A.—General revenue :—</b>					
(1) Property tax (171 (1) (a) )—					
Tax for current year	8,500 0				
Arrears of previous year	2,000 0				
(2) Acreage tax (171 (1) (b) )	—				
(3) Vehicles and animals tax (173 (1) (b) )	875 0				
(4) License duties (not included elsewhere (173 (1) (c) )	200 0				
(5) Other taxes (173 (1) (d) )	—				
(6) Refund of stamp duties	1,666 0				
(7) Refund of liquor licenses	900 0				
(8) Refund of police tax	4,500 0				
(9) Compensation for opium revenue.	3,409 23				
(10) Fines by court (not included elsewhere)	100 0				
(11) Pension contributions	—				
(12) Assessment costs, surplus	5 0				
		22,155 23			
<b>B.—Thoroughfares :—</b>					
(1) Labour tax (173 (1) (a) )	4,400 0				
(2) Fines on defaulters	100 0				
(3) Other collections, e.g., fines for injuries, &c. (97), cattle seizing fees (103 (4)), sale of badges and fare tables, &c.	136 60				
(4) Contribution by Government	—				
(5) Maintenance from Demuwatta-Karawita road from District Road Committee	503 40				
		5,140 0			
<b>C.—Resthouse and ambalams :—</b>					
(1) Fees (60)	2,500 0				
(2) Sale of stores	—				
		2,500 0			
<b>D.—Council lands and buildings (not included elsewhere) :—</b>					
(1) Rents	147 60				
(2) Sale of produce	50 0				
		197 60			
<b>E.—Public health :—</b>					
(1) Fines under Part IV., Chapter III.	350 0				
		350 0			
(2) Scavenging—					
(a) Fees (168 (10) (b) )	—				
(b) Sale of refuse (130)	30 0				
(c) Fines on contractors and coolies	10 0				
(d) Refunds	—				
		40 0			
(3) Conservancy—					
(a) Fees (168 (10) (b) )	4,000 0				
(b) Sale of refuse (130)	—				
(c) Fines on contractors and coolies	10 0				
(d) Refunds	—				
		4,010 0			
(4) Slaughter-houses and cattle pound—					
(a) Fees (168 (11) (a) )	955 0				
(b) Sale of refuse	—				
		955 0			
(5) Water supply—					
(a) Water-rate (141 (b), (146) )	—				
		—			
(6) Hospitals—					
(a) Contribution from Government	—				
(b) Rent of hospital grounds	—				

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
(7) Markets and galas—			H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893 :—		
(a) Rents (168 (12) )	2,500 0		(1) Registration fees	120 0	
(b) Boutiques and stalls (168 (12) )	—		(2) Fines	5 0	
(c) Fees for private market (150 (3) )	—		(3) Sale of dog collars	—	
(d) Licenses (163 (1) )	60 0	2,560 0	(4) Seizing fees	—	125 0
F.—Public recreation (168 (7) (1) (b) ) :—			I.—Weights and Measures Ordinance, No. 8 of 1896 :—		
(a) Rents	33 0		(1) Fees for stamping	50 0	
(b) Cattle grazing fees	102 0		(2) Fines	10 0	60 0
(c) Licenses for public performances.	10 0	145 0	J.—Education Ordinance, No. 1 of 1920 :—		
G.—Cemeteries Ordinance, No. 9 of 1899 :—			(1) Fines	30 0	30 0
(1) Burial fees	400 0		Total estimated current revenue	38,691 83	
(2) Hire of hearse	—		Balance of previous year	9,000 0	
(3) Graves sold for erecting monuments	—		Total	47,691 83	
(4) Fee for maintenance of Church of England burial ground	24 0	424 0			

## EXPENDITURE.

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
A.—General expenditure :—			(2) Scavenging—		
(1) Salaries of officers—			(a) Wages	2,918 40	
(a) Secretary	3,600 0		(b) Carts and bulls	2,141 60	
(b) Revenue inspector	480 0		(c) Stores	100 0	5,160 0
(c) Clerk	900 0		(3) Conservancy—		
(d) Peon	180 0		(a) Wages	3,240 0	
(e) Cost of technical advisers	—		(b) Carts and bulls	1,270 0	
(f) Pensions	238 0		(c) Stores	150 0	
(g) Process server	180 0		(d) Rent of night soil depôt	43 0	
(2) Establishment expenses—			(e) Maintenance of latrines	500 0	
(a) Allowances	350 0		(f) Acquisition	—	
(b) Travelling	90 0		(g) Construction	—	5,203 0
(c) Commission to tax collectors	412 0		(4) Slaughter-houses and cattle pound—		
(d) Assessors' fees	30 0		(a) Wages	270 0	
(e) Legal expenses	—		(b) Maintenance	210 0	
(f) Stationery, printing, advertising, and office expenses, &c.	903 0		(c) Acquisition	—	
(g) Registration of voters and elections	10 0		(d) Construction	—	
(h) Cost of cart plates	75 0		(e) Cattle disease	50 0	530 0
(i) Cost of audit	460 0	7,908 0	(5) Water supply—		
B.—Thoroughfares :—			(a) Wages	—	
(1) Salaries and wages	391 50		(b) Stores	130 0	
(2) Maintenance	9,550 0		(c) Maintenance	370 0	
(3) Plant and tools	250 0		(d) Acquisition	—	
(4) Lighting	2,530 0		(e) Construction	—	
(5) Watering of streets	—		(f) Loan charges	—	500 0
(6) Commission to tax collectors	400 0		(6) Hospitals—		
(7) Cost of badges and fare tables	—		(a) Wages	—	
(8) Acquisition	275 0		(b) Maintenance	—	
(9) Improvements	600 0		(c) Paupers	—	550 0
(10) Loan charges	—		(7) Markets and galas—		
(11) Refunds	—	13,996 50	(a) Wages	126 0	
C.—Resthouse and ambulans :—			(b) Maintenance	349 0	
(1) Salaries	810 0		(c) Printing	25 0	
(2) Maintenance	960 0		(d) Acquisition	—	
(3) Furniture and equipment	300 0		(e) Construction	—	
(4) Improvements	—	2,070 0	(f) Loan charges	—	500 0
D.—Council lands and buildings (not included elsewhere) :—			F.—Public recreation (168 (7) (1) (b) ) :—		
(1) Wages	—		(a) Wages	—	
(2) Commission to collectors	—		(b) Maintenance	510 0	
(3) Rent of office	480 0		(c) Allowance to band	—	
(4) Maintenance	1,128 0		(d) Acquisition	—	510 0
(5) Furniture	550 0		G.—Cemeteries Ordinance, No. 9 of 1899 :—		
(6) Police tax	120 0		(1) Wages	740 40	
(7) Loan charges	—		(2) Maintenance	674 60	
(8) New buildings	—	2,278 0	Total	1,415 0	
E.—Public Health :—					
(a) Salaries	1,485 0				
(b) Allowances	610 0				
(c) Uniforms	60 0				
(d) Printing and stationery	—				
(e) Disinfectant	300 0				
(f) Destruction of rats	100 0	2,555 0			

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
H.—Dog Registration Ordinance, No. 25 of 1901, and Rabies Ordinance, No. 7 of 1893 :—			J.—Education Ordinance, No. 1 of 1920 :—		
(1) Destruction of dogs ..	47 50		(1) Salary of attendance officer ..	240 0	
(2) Commission to collector ..	6 0		(2) Printing ..	50 0	
(3) Cost of dog collars ..	—				290 0
(4) Cost of seizers ..	—				
(5) Dog pound—maintenance ..	10 0		Total estimated expenditure ..		43,554 0
		63 50	Estimated balance, December 31, 1923 ..		4,137 83
I.—Weights and Measures Ordinance, No. 8 of 1896 :—					
(1) Fees to inspectors ..	25 0		Total ..		47,691 83
		25 0			

Settled and adopted by the Council on December 21, 1922 :

D. E. JAYATILLEKE,  
Chairman, Ratnapura Urban District Council.

## SALES OF TOLL AND OTHER RENTS.

NOTICE is hereby given that on Monday, January 29, 1923, at 12 noon, will be put up for re-sale at the Colombo Kachcheri, at the risk of the original purchasers, for the period mentioned below, the under-mentioned Toll Rents of the Western Province, the original purchasers of which may have failed to pay on or before that date the instalment for the month of December, 1922, or any part thereof, that may be due and owing on that date.

The purchaser or purchasers at the re-sale should deposit one-tenth of the purchase amount on the day of sale.

If the rents are not disposed of at the re-sale, action will be taken against defaulters in terms of the provisions of the Ordinance No. 21 of 1905.

From February 1, 1923, to September 30, 1923.

*Ferry.*—Mutwal.

*Canals.*—(1) Hendala, (2) Negombo, (3) Kittampahua, (4) Grandpass.

Colombo Kachcheri,  
January 11, 1923.

J. G. FRASER,  
Government Agent.

### Ceylon Government Railway.—Comparative Statement of Goods Traffic for the Month of October, 1922.

Particulars of Goods conveyed.	Month ended	Month ended	Increase in	Decrease in
	October 31, 1921. Tons.	October 31, 1922. Tons.		
Salt ..	*	781	781	—
Kerosine oil ..	500	614	114	—
Rubber ..	3,465	4,867	1,402	—
Rice ..	14,971	15,712	741	—
Tea ..	7,593	5,701	—	1,892
Cacao ..	185	118	—	67
Coconut produce ..	7,783	10,628	2,845	—
Fruit and vegetables ..	1,626	1,464	—	162
Tea and Rubber Packing ..	1,248	1,405	157	—
Plumbago ..	60	184	124	—
Bulk petroleum ..	652	622	—	30
Liquid Fuel ..	1,009	1,001	—	8
Manure ..	5,248	7,865	2,617	—
Other goods ..	27,654	25,370	—	2,284
Railway material (open line) ..	10,100	8,925	—	1,175
Railway material (extensions) ..	256	577	321	—
Breakwater material ..	1,727	—	—	1,727
Foreign traffic ..	2,692	4,301	1,609	—
Special traffic (other Govern- ment Departments) ..	—	3,662	3,662	—
Total ..	86,769	93,797	14,373	7,345

\* Tonnage in October, 1921, shown under "Other Goods."

Colombo, December 21, 1922.

G. P. GREENE,  
General Manager.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

## Prices of Foodstuffs, &amp;c., in Colombo, on January 17, 1923.

	Per	Wholesale.		Retail.		Per	Wholesale.		Per	Retail.
		Rs. c.	Per				Rs. c.	Per		
Paddy, Country	.. Bushel	2 75	.. Measure	..	Tamarind	..	..	.. lb.	..	0 20
Paddy, Imported	.. do.	3 0	.. do.	..	Jaggery	..	..	.. Bundle	..	30-36
Rice, Country	.. do.	..	.. do.	..	Gingelly	..	..	.. Seer	..	0 28
Rice, Kara	.. do.	5 50	.. do.	0 17	Gingelly Oil	..	..	.. Bottle	..	1 25
Rice, Kallunda	.. do.	5 60	.. do.	0 18	Coconut Oil	..	..	.. Measure	..	0 60
Rice, Sulai	.. do.	6 0	.. do.	0 19	Kerosine Oil, Daylight	..	..	.. Bottle	..	0 25
Rice, Muttusamba	.. do.	8 0	.. do.	0 25	Kerosine Oil, Monkey Brand	..	..	.. do.	..	0 24
Raw Rice (Rangoon)	.. do.	5 50	.. do.	..	Bulk oil, Rising Sun	..	..	.. do.	..	0 19
Raw Rice (Singapore)	.. do.	..	.. do.	..	Matches, Three Stars	..	..	.. Packet of	..	12 boxes 0 20
Raw Rice (Batavia)	.. do.	..	.. do.	..	Matches (Japanese)	..	..	.. do.	..	0 18
Dhall (Tuyarai)	..	..	.. Seer	0 32	Beef	..	..	.. lb.	..	0 35
Dhall (Mussouri)	..	..	.. do.	0 20	Mutton	..	..	.. do.	..	0 85
Green Peas	..	..	.. do.	0 20	Pork	..	..	.. do.	..	0 60
Ulundu	..	..	.. do.	0 24	Chicken	..	..	.. Each	..	50-75
Gram	..	..	.. do.	0 19	Eggs	..	..	.. do.	..	0 6
Wheat Flour	..	..	.. lb.	0 16	Dry Fish, Nettali (Hal-	..	..	.. lb.	..	0 30
American Flour	..	..	.. do.	0 14	messan)	..	..	.. lb.	..	0 30
Ghee, Cow	..	..	.. Seer	5 0	Dry Fish (Maldiva)	..	..	.. do.	..	0 88
Ghee, Buffalo	..	..	.. do.	2 75						
Milk	..	..	.. Bottle	0 40						
Potatoes (Indian)	..	..	.. lb.	0 12						
Potatoes (Bangalore)	..	..	.. do.	0 11						
Onions (Bombay)	..	..	.. do.	0 12						
Onions, Red	..	..	.. do.	0 6						
Bread	..	..	.. 1-lb. loaf	0 18						
Tea	..	..	.. lb.	1 0						
Coffee	..	..	.. do.	0 50						
Limes	..	..	.. Dozen	0 12						
Coconuts	..	..	.. Each	0 10						
Sugar, Soft	..	..	.. lb.	0 20						
Sugar, Crepe	..	..	.. do.	0 19						
Sugar, Ceylon	..	..	.. do.	..						
Sugar Candy	..	..	.. do.	0 30						
Sugar, Brown	..	..	.. do.	..						
Salt	..	..	.. Measure	0 12						
Salt	..	..	.. lb.	0 6						
Dried Chillies	..	..	.. do.	0 30						
Coriander	..	..	.. do.	0 20						
Pepper	..	..	.. Measure	0 42						
Garlic	..	..	.. lb.	0 28						
Mustard	..	..	.. Measure	0 40						
Turmeric	..	..	.. lb.	0 44						
Fenugreek	..	..	.. do.	0 20						
Cummin	..	..	.. do.	0 60						
Aniseed	..	..	.. do.	0 40						

The Municipal Office, Colombo, January 17, 1923.

G. H. N. SAUNDERS,

Financial Assistant to the Chairman,  
Municipal Council.

NOTICE is hereby given, as required by section 140 of Ordinance No. 6 of 1910, that the under-mentioned property seized in virtue of a warrant issued by the Chairman of the Municipal Council, Colombo, in terms of sections 20 and 21 of the Ordinance No. 18 of 1907, and section 137 of Ordinance No. 6 of 1910, for default in the payment of the sum due for water supplied to premises No. 20/24, Hill street, for the month of September, 1922, will be sold by public auction at the place and time mentioned in the annexed schedule, unless in the meantime the amount of the dues and costs be duly paid:—

## SCHEDULE.

Time and place of sale, 2 P.M. on Monday, January 22, 1923, at the Town Hall.

## Property Seized.

3 chairs | 1 table | 1 long table | 1 bed

The Municipal Office,  
Colombo, January 10, 1923.

G. H. N. SAUNDERS,  
for Chairman.

## ROAD COMMITTEE NOTICES.

## Branch Road from Koslanda to Poonagala Factory.

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having agreed to grant a moiety for the cost of maintenance of the under-mentioned road from October, 1922, to September, 1923, the Provincial Road Committee, Uva, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the maintenance of the said road as follows:—

## ROAD FROM KOSLANDA BAZAAR TO POONAGALA FACTORY.

Government moiety .. Rs. 777 75  
Private contributions .. Rs. 793 30

1st to 2nd section, 1 mile.

Private contributions, Rs. 288 48—Total acreage, 3,414—  
Rate per acre, 8 45c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
J. M. Robertson & Co.	.. Arnhall	.. 271	.. 22 89
G. A. Coombe (Macal-	.. Macaldeniya	.. 763	.. 64 47
deniya Tea and Rubber			
Co., Ltd.)			

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Poonagala Valley Ceylon	.. Co., Ltd., per R. G.		
Coombe, Manager	.. Poonagala Group	2,198	.. 185 73
Ramasamy Kangany	.. Singarawatta	.. 120	.. 10 14
P. G. Agostine Silva	.. Ampititenna	.. 62	.. 5 25
		3,414	288 48

3rd and 4th sections, 1 mile.

Private contributions, Rs. 288 48—Total acreage, 3,232—  
Rate per acre, 8 93c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
J. M. Robertson & Co.	.. Arnhall	.. 271	.. 24 18
G. A. Coombe (Macal-	.. Macaldeniya	.. 763	.. 68 9
deniya Tea and Rubber			
Co., Ltd.)			
Poonagala Valley Ceylon	.. Co., Ltd., per R. G.		
Coombe, Manager	.. Poonagala Group	2,198	.. 196 21
		3,232	288 48

5th and 6th sections,  $\frac{3}{4}$  mile.  
Private contributions, Rs. 216·34—Total acreage, 2,961—  
Rate per acre, 7·31c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
G. A. Coombe (Macaldeniya Tea and Rubber Co., Ltd.)	.. Macaldeniya	.. 763	.. 55 73
Poonagala Valley Ceylon Co., Ltd., per R. G. Coombe	.. Poonagala Group	2,198	.. 160 61
		<u>2,961</u>	<u>216 34</u>

Abstract.	Rs. c.
Arnhall .. .. .	47 7
Macaldeniya .. .. .	188 29
Poonagala Group .. .. .	542 55
Singarawatta .. .. .	10 14
Ampititenna .. .. .	5 25
	<u>793 30</u>

The proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Provincial Road Committee, Uva, the above sums on or before May 25, 1923.

Provincial Road Committee's Office,  
Badulla, January 10, 1923.

R. A. G. FESTING,  
Chairman.

#### Liyangahawela-Poonagala Road.

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having agreed to grant a moiety of the cost of maintenance of the under-mentioned road from October, 1922, to September, 1923, the Provincial Road Committee, Uva, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the maintenance of the said road as follows:—

#### LIYANGAHAWELA-POONAGALA ROAD.

Government moiety .. .. .	Rs. 2,550
Private contributions .. .. .	Rs. 2,601

#### 1st section, 1 mile.

Private contributions, Rs. 487·08—Total acreage, 3,194—  
Rate per acre, 15·25c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Haputale Co., Ltd.	.. Liyangahawela	.. 534	.. 81 44
J. A. Bell & Co., Ltd.	.. Broughton	.. 433	.. 66 3
Lanka Plantation Co., Ltd.	.. Ampitikanda and Arnhall	.. 571	.. 87 8
Gibson & Co., Ltd.	.. Mahakanda and Malvern	.. 438	.. 66 78
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala Group	1,218	.. 185 75
		<u>3,194</u>	<u>487 8</u>

#### 2nd section, 1 mile.

Private contributions, Rs. 487·08—Total acreage, 2,660—  
Rate per acre, 18·31c.

J. A. Bell & Co., Ltd.	.. Broughton	.. 433	.. 79 28
Lanka Plantation Co., Ltd.	.. Ampitikanda and Arnhall	.. 571	.. 104 56

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Gibson & Co., Ltd.	.. Mahakanda and Malvern	.. 438	.. 80 21
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala Group	1,218	.. 223 3
		<u>2,660</u>	<u>478 8</u>

#### 3rd section, 1 mile.

Private contributions, Rs. 487·08—Total acreage, 2,227—  
Rate per acre, 21·87c.

Lanka Plantation Co., Ltd.	.. Ampitikanda and Arnhall	.. 571	.. 124 88
Gibson & Co., Ltd.	.. Mahakanda and Malvern	.. 438	.. 95 80
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala Group	1,218	.. 266 40
		<u>2,227</u>	<u>487 8</u>

#### 4th section, 1 mile.

Private contributions, Rs. 487·08—Total acreage, 2,227—  
Rate per acre, 21·87c.

Lanka Plantation Co., Ltd.	.. Ampitikanda and Arnhall	.. 571	.. 124 88
Gibson & Co., Ltd.	.. Mahakanda and Malvern	.. 438	.. 95 80
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala Group	1,218	.. 266 40
		<u>2,227</u>	<u>487 8</u>

#### 5th section, 1 mile.

Private contributions, Rs. 487·08—Total acreage, 1,656—  
Rate per acre, 29·41c.

Gibson & Co., Ltd.	.. Mahakanda and Malvern	.. 438	.. 128 84
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala Group	1,218	.. 358 24
		<u>1,656</u>	<u>487 8</u>

#### 6th section, $\frac{3}{4}$ mile.

Private contributions, Rs. 165·60—Total acreage, 1,656—  
Rate per acre, 10c.

Gibson & Co., Ltd.	.. Mahakanda and Malvern	.. 438	.. 43 80
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala Group	1,218	.. 121 80
		<u>1,656</u>	<u>165 60</u>

Abstract.	Rs. c.
Liyangahawela .. .. .	81 44
Broughton .. .. .	145 31
Ampitikanda and Arnhall .. .. .	441 40
Mahakanda and Malvern .. .. .	511 23
Poonagala Group .. .. .	1,421 62
	<u>2,601 0</u>

The proprietors, managers, or agents of the several estates are hereby required to pay the above amounts to the Chairman, Provincial Road Committee, Uva, on or before May 25, 1923.

Provincial Road Committee's Office,  
Badulla, January 10, 1923.

R. A. G. FESTING,  
Chairman.



## LOCAL BOARD NOTICES.

## LOCAL BOARD OF MINUWANGODA.

## Statement of Revenue and Expenditure for the Year 1922.

Revenue.		Expenditure.			
Rs.	c.	Rs.	c.		
Balance on January 1, 1922	10,341	30	Establishment	1,247	50
Taxes	2,602	33	Sanitation	3,641	18
Licenses	3,103	0	Lighting	800	12
Rents	2,456	63	Public works	6,368	90
Fines	58	0	Other charges	1,084	27
Miscellaneous	2,094	75	Payments for lighting scheme	61	79
Deposits for lighting scheme	6,050	0			
			Balance on December 31, 1922	13,203	76
				13,502	25
Total	26,706	1	Total	26,706	1

## Statement of Assets and Liabilities for the Year, 1922.

Liabilities.		Assets.			
Rs.	c.	Rs.	c.		
Surplus	13,502	25	Cash in Kachcheri	12,799	72
			Cash in hand	702	53
	13,502	25		13,502	25

## Statement of Probable Revenue and Expenditure for 1923.

Revenue.		Expenditure.			
Rs.	c.	Rs.	c.		
General	4,807	50	General	2,254	0
Thoroughfares	640	0	Lands and buildings	1,214	0
Lands and buildings	328	0	Public health	50	0
Public health	3,415	0	Cemeteries	3,547	0
Cemeteries			Dog registration	30	0
Dog registration	12	50	Weights and measures	2	0
Weights and measures	90	0		55	0
			Balance on December 31, 1922	9,293	0
				13,502	25
Total	22,795	25	Total	22,795	25

January 13, 1923.

H. E. NEWNHAM,  
Chairman.

## Notice of Sale.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Kalutara South, 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, 1922, will be sold by public auction at the premises on Friday, February 2, 1923, and following days commencing at 10 A.M.

The Kachcheri, W. E. GRENIER,  
Kalutara, January 12, 1923, for Assistant Government Agent.

## List of Properties seized for Non-payment of Assessment Tax of Kalutara South for 3rd Quarter, 1922.

No. of Premises.	Name of Owner.	Name of Property.
Main street.		
21	S. D. Davith Appu	Saddawatta
30½	N. D. Adirian	Widiyewatta
65	J. D. Silva Presenti	Parangiyawatta
76	Widow of B. Cornelis Appu	Botuparangiawatta
88	M. I. M. H. Ismail Hadjiar	do.
102	M. S. Saibo Dore	Kopparawatta
126	A. L. Mohamradu Lebbe	Dodangodaparangiawatta
152	Kumaravel Nagamma	Madangahawatta
156A	W. Johans Fernando	do.
179, 180	A. L. Pakir Bawa and others	do.
211	W. P. Kaithan Perera	do.
219, 219½	P. R. Kaithan Nonis	do.
227	P. R. Kaithan Perera	Uslingewatta
249	C. S. P. Juse Silva	Madangahawatta

No. of Premises.	Name of Owner.	Name of Property.
250	J. D. Silva Presenti	Madangahawatta
291	C. S. Peduru Silva	Wijeniya watta
312	M. Anthony Fernando	Oruppuwawatta
316	B. Silvestri Fernando	do.
322A	V. Johannes de Mel	do.
343	S. Julian	Siyambalagahawatta
355	C. S. P. Juse Silva	Katururundugahawatta
356	G. Visenti Perera	do.
363, 368	L. Catherina Silva	do.
372A, 383A	K. Sarawanapulle	Delgahawatta
388	C. P. Aiyasami	Godawala watta
390	C. M. C. M. Casim Marikkar	do.
393½	A. R. M. Abdul Caffor Marikkar	Badullagahawatta
482, 483	W. Suwaris Silva	Jantajothiyawatta
487, 488	Muhammadan Mosque	Palliya watta
493	P. D. Kuppa Tamby	Bogahawatta
499	O. L. M. Abdul Caffor	do.
506	S. L. M. Peeri Mohamadu	do.
507	S. A. Jemaldeen	Kalapugodawatta
533	E. P. M. Fernando	Widiyawatta
544½	B. C. Perera	Bogahawatta
546	P. D. Davith Appu	do.
581, 582	E. P. M. Fernando	Ambagahawatta
622½	S. L. Wappu Marrikkar	do.
624	Janis Kenera	do.
625, 626	Muhandiram C. T. Perera's heirs	do.

## Old road.

60B	Kristina Nachchire	Lindamulawatta
84	D. A. Jayasekera	Konewatta
89	D. D. Adirian	Menikhamigewatta
191B	C. B. Sirimanna Hamine	Naunnewatta
193	S. W. Sirimanna	do.
291, 294	S. L. Lewana Marikkar	Hobatiya wateowita
296	Do.	Godahitiyawatta
320½	A. L. Mohamradu Sarib	Mullewatta
344	N. L. Uduma Lebbe	Maragahawattapaulakumbura
361	Do.	Gorakagahawatta
375	Do.	do.
370, 371	O. L. Abdul Rahiman Lebbe and others	do.
401	K. T. Pakir Tamby	do.
409	N. L. Uduma Lebbe	Delgahawatta
448, 449	W. L. M. Mohamradu Lebbe	Bogahawatta
503	Widow of I. Bastian Naide	Botuparangiawatta
515	S. A. Jemaldeen	do.
518	Widow of I. L. Casim Lebbe	do.

## Adam street.

12	Babuwa and others	Siyambalagahawatta
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## Chapel street.

1	S. Adirian Naide	Piradodangahawatta
5	N. D. Adirian and others	Kandewatta
32	A. Pedris Hamy and others	Talgahawatta
32½	M. A. Odiris Hamy	do.

## Mosque street.

8A	S. Mohamradu Lebbe	Gorakagahawatta
29	L. M. Omerdeen Marikkar	Digannewatta

## Katukurunda.

28	S. M. Mariya Silva and others	Koswatta
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## TRADE MARKS NOTICES.

*30.3/- ✓*

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. 2,732.
- (2) Date of Receipt: September 25, 1922.
- (3) Applicant (Proprietor of the Trade Mark): ARDATH TOBACCO COMPANY, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), State Express Works, 39, 41, 43, 45, 47, 49, and 51, Worship street, London, E.C., England; Tobacco Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Forty-five.
- (6) Goods: Manufactured tobacco.
- (7) Mark:

STATE EXPRESS  
No. 111

*The essential particulars of the Trade Mark are the words "STATE EXPRESS," and no claim is made to the exclusive use of the abbreviation and numerals "No. 111."*

Registrar-General's Office,  
Colombo, January 17, 1923.

M. S. SRESHTA,  
Registrar-General.

*30.3/- ✓*

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. 2,733.
- (2) Date of Receipt: September 25, 1922.
- (3) Applicant (Proprietor of the Trade Mark): ARDATH TOBACCO COMPANY, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), State Express Works, 39, 41, 43, 45, 47, 49, and 51, Worship street, London, E.C., England; Tobacco Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Forty-five.
- (6) Goods: Manufactured tobacco.
- (7) Mark:

STATE EXPRESS  
No. 222

*The essential particulars of the Trade Mark are the words "STATE EXPRESS," and no claim is made to the exclusive use of the abbreviation and numerals "No. 222."*

Registrar-General's Office,  
Colombo, January 17, 1923.

M. S. SRESHTA,  
Registrar-General.

*30.3/- ✓*

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. 2,734.
- (2) Date of Receipt: September 25, 1922.
- (3) Applicant (Proprietor of the Trade Mark): ARDATH TOBACCO COMPANY, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), State Express Works, 39, 41, 43, 45, 47, 49, and 51, Worship street, London, E.C., England; Tobacco Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Forty-five.
- (6) Goods: Manufactured tobacco.
- (7) Mark:

STATE EXPRESS  
No. 666

*The essential particulars of the Trade Mark are the words "STATE EXPRESS," and no claim is made to the exclusive use of the abbreviation and numerals "No. 666."*

Registrar-General's Office,  
Colombo, January 17, 1923.

M. S. SRESHTA,  
Registrar-General.

*30.3/- ✓*

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. 2,735.
- (2) Date of Receipt: September 25, 1922.
- (3) Applicant (Proprietor of the Trade Mark): ARDATH TOBACCO COMPANY, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), State Express Works, 39, 41, 43, 45, 47, 49, and 51, Worship street, London, E.C., England; Tobacco Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Forty-five.
- (6) Goods: Manufactured tobacco.
- (7) Mark:

STATE EXPRESS  
No. 777

*The essential particulars of the Trade Mark are the words "STATE EXPRESS," and no claim is made to the exclusive use of the abbreviation and numerals "No. 777."*

Registrar-General's Office,  
Colombo, January 17, 1923.

M. S. SRESHTA,  
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. 2,790.
- (2) Date of Receipt : December 9, 1922.
- (3) Applicant (Proprietor of the Trade Mark) : KADER SAIBO NOORDEEN SAIBO, No. 266, Ambagamuwa street, Gampola ; General Merchant.
- (4) Address for service in the Island, if any : —
- (5) Class : Forty-five.
- (6) Goods : "Beedies" being cigars made of tobacco and "beedi" leaves.
- (7) Mark :



Registrar-General's Office,  
Colombo, January 10, 1923.

N. W. MORGAPPAH,  
Acting Registrar-General.