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Part I.—General.

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SUPPLEMENT :

Register of Voters under "The Ceylon (Legislative Council) Order in Council, 1920," for the Burgher Electorate.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 221 of 1923.

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

Mr. P. VYTIALINGAM to act as a Crown Counsel for the Island, with effect from June 8, 1923, until further orders.

Mr. W. T. STACE to act, in addition to his own duties, as Settlement Officer and a Special Officer under the Waste Lands Ordinance, during the absence of Mr. M. M. WEDDERBURN, from May 9 to 26, 1923, inclusive.

Mr. C. A. LA BROOY to act as District Judge and Additional Commissioner of Requests, Kandy, during the absence of Mr. P. E. PIERIS, on June 8, 1923, or until the resumption of duties by that officer.

Mr. M. POTGER to act as District Judge, Commissioner of Requests, and Police Magistrate, Badulla-Haldummulla, from May 31 to June 8, 1923, inclusive, during the absence of Mr. L. D. C. HUGHES, or until the resumption of duties by that officer.

Mr. W. L. MURPHY to act, in addition to his own duties, as Additional District Judge, Batticaloa, on June 6, 1923.

Mr. C. F. DHARMARATNE to act as Additional District Judge, Ratnapura, on June 14, 1923.

Mr. N. DE ALWIS to act as Additional Police Magistrate, Balapitiya, on June 11, 1923.

Mr. J. W. C. DE SOYSA to be, in addition to his duties as Justice of the Peace, an Unofficial Police Magistrate for the judicial division of Panadure.

Mr. R. P. RUBAROE to be an Inquirer, with jurisdiction over Siyane-korale east division of the Colombo District.

ATAPATTU MUDIYANSELAGE BANDA to be an Inquirer for Kudagalboda korale, in Weudawili hatpattu of the District of Kurunegala, North-Western Province.

Mr. A. B. UDURAWANA, Inquirer into Sudden Deaths for Pallegampaha korale in Pata Dumbara division, to act, in addition to his own duties, as Inquirer for Panwila District, with effect from May 21, 1923, until further orders, *vice* B. D. M. PUNCHI BANDA, deceased.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 7, 1923.

CECIL CLEMENTI,
Colonial Secretary.

No. 222 of 1923.

IT is notified for general information that HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Lieutenant-Colonel THOMAS HOWARD CHAPMAN, O.B.E., V.D., of his Commission in the Ceylon Engineers Reserve.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, May 31, 1923. Colonial Secretary.

No. 223 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased, in terms of section 4 (1) of Ordinance No. 37 of 1921, to appoint the under-mentioned gentlemen to be members of the Estates Products Committee of the Board of Agriculture :—

Mr. L. A. WRIGHT, *vice* Mr. N. G. CAMPBELL ;
Mr. ALLEN COOMBE, *vice* Major J. W. OLDFIELD ;
Mr. J. E. RAJAPAKSE, *vice* the Hon. Mr. H. L. DE MEL ; and
Mr. A. M. C. DIAS, *vice* the Hon. Mr. JAMES PEIRIS.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, June 4, 1923. Colonial Secretary.

No. 224 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) of Ordinance No. 13 of 1898, to appoint Mr. R. G. BARTHOLOMEUSZ, District Engineer, Diyatalawa, to be an Official Member of the Local Board of Bandarawela, *vice* Mr. J. A. MORAES.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, June 4, 1923. Colonial Secretary.

No. 225 of 1923.

IT is hereby notified that Mr. W. COOMBE, having returned to the Island, has resumed duties as Justice of the Peace and Unofficial Police Magistrate for the judicial division of Colombo.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, June 1, 1923. Colonial Secretary.

No. 226 of 1923.

IT is hereby notified that Mr. F. H. GRIFFITH, having returned to the Island, has resumed duties as Justice of the Peace and Unofficial Police Magistrate for the judicial division of Kalutara.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, June 4, 1923. Colonial Secretary.

No. 227 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 6 (d) of Ordinance No. 8 of 1907, to nominate "Major" WILLIAM EDWARD MELDER, of the Salvation Army, to be a Member of the District

School Committee, Kegalla, with effect from May 5, 1923, *vice* "Lieut.-Colonel" SAMARAWEERA, who has left the Island.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, June 1, 1923. Colonial Secretary.

No. 228 of 1923.

WITH reference to the notification appearing in the Gazette of May 18, 1923, it is hereby notified that Dr. ASERAPPA's initials are E. P. and not A. E. as stated therein.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, June 1, 1923. Colonial Secretary.

No. 229 of 1923.

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

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, June 5, 1923. Colonial Secretary.

No. 230 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. EDMUND DIAS DESINGHE, who was granted a Notarial Warrant on March 31, 1923, to practise throughout the judicial division of Panwila, to be a Notary Public at Kandy and throughout the judicial division of Kandy, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, June 5, 1923. Colonial Secretary.

No. 231 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. GABRIEL SIMON VICTOR TAMBINAYAGAM, at present practising as a Notary Public throughout the judicial division of Puttalam, to be a Notary Public at Nuwara Eliya and throughout the judicial division of Nuwara Eliya, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, June 5, 1923. Colonial Secretary.

No. 232 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. BUTHPITIYE LEKAMALAGE SOMAWEERA WIJAYESUNDERA, of Kosgama, to be a Notary Public throughout Talpe pattu of Galle District, with residence and office at Talpe, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, June 5, 1923. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

Dr. VELUPULLEY SIVAPRAGASAM to be Additional Deputy Registrar of Births and Deaths of Nuwara Eliya town division, in the Nuwara Eliya District of the Central Province, with effect from June 11, 1923, *vice* Dr. A. T. DE SILVA, transferred. His office will be at the Civil Hospital, Nuwara Eliya.

APPUWAHANDI LAWRENCE MENDIS to be Deputy Registrar of Births and Deaths of Weligama town division, in the Matara District of the Southern Province, with effect from June 9, 1923, *vice* A. M. H. DE SILVA, transferred. His office will be at the Government Dispensary, Weligama.

By His Excellency's command,

Colonial Secretary's Office, **CECIL CLEMENTI**,
Colombo, June 1, 1923. Colonial Secretary.

IT is hereby notified that I have appointed **TAMBI LEBBE MUHAMMATH ABUBAKKAR LEBBE** to be Registrar of Muhammadan Marriages of Kinigoda korale division, in the Kegalla District of the Province of Sabaragamuwa, with effect from June 1, 1923, *vice* **OMERU LEVVAI KUPPA TAMBI LEVVAI PADILIYAR**, resigned. His office will be at Kotaullekumbura at Rambukkana.

Registrar-General's Office, **L. W. C. SCHRADER**,
Colombo, May 31, 1923. Registrar-General.

IT is hereby notified that I have appointed **OTUMBE-GEDARA MARASINHA MUDIYANSELAGE PUNCHIRALA** provisionally as Registrar of Births and Deaths of Dehinipalata division, and of Marriages (Kandyen and General) of Udukinda division, in the Badulla District of the Province of Uva, with effect from June 15, 1923, *vice* **W. M. MUTU BANDA**, discontinued. His office will be at Kotawera-Udagama.

Registrar-General's Office, **L. W. C. SCHRADER**,
Colombo, June 5, 1923. Registrar-General.

IT is hereby notified that I have confirmed **ABAYAKON CAROLIS WIJAYASINHA** in his appointment as Registrar of Births and Deaths of Medapalata East division, in the Chilaw District of the North-Western Province. His office will be at Nattandiya.

Registrar-General's Office, **L. W. C. SCHRADER**,
Colombo, June 5, 1923. 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 District, has appointed **Dr. D. J. H. FERDINANDO** to act as Registrar of Births and Deaths of Colombo Municipality No. 5 division, in the Colombo District of the Western Province, for seven days from June 6, 1923, during the absence of the Registrar, **Dr. J. L. FERNANDO**, on leave. His office will be at 20c, Mayfield road, Kotahena.

The Additional Assistant Provincial Registrar, Kalutara, has appointed **PESTERUWELIYANARALLAGE SIMON COORAY** to act as Registrar of Births and Deaths of Kalutara North division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on May 31, 1923, during the absence of the Registrar, **D. A. WIJEMANNA**, on leave. His office will be at Kurisiyawatta in Desastra Kalutara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed **DON CHARLES EDIRIMANNA** to act as Registrar of Births and Deaths of Uduwara division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, on May 31, 1923, during the absence of the Registrar, **CECIL TILAKARATNA**, on leave. His office will be at Ampitigalawalawwa in Ampitigala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed **DON AMARIS WEERAKOON** to act as Registrar of Births and Deaths of Paiyagala and Maggonbadda division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on June 6, 1923, during the absence of the Registrar, **G. D. A. SENEVIRATNA**, on leave. His office will be at Thalapatandanewatta in Maha Paiyagala.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed **EKENAYAKE MUDIYANSELAGE UKKU BANDA** to act as Registrar of Births and Deaths of Udapane korale division, and of Marriages (General) of Kotmale (excluding the portion in gravets) division, in the Nuwara Eliya District of the Central Province, for seven days from May 30, 1923, during the absence of the Registrar, **P. HERATH**, on leave. His office will be at Niyangandera.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed **PUNCHIRALA SEELAGAMA** to act as Registrar of Births and Deaths of Pallepene korale division, and of Marriages (General) of Kotmale (excluding the portion in gravets) division, in the Nuwara Eliya District of the Central Province, for thirty days from June 1, 1923, during the absence of the Registrar, **S. G. APPUHAMY**, on leave. His office will be at Kalapitiyawatta in Morape.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed **DON WILLIAM KANNANGARA** to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of Kotmale (excluding portion in gravets) division, in the Nuwara Eliya District of the Central Province, for five days from June 3, 1923, during the absence of Registrar, **S. DE ALWIS**, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Galle, has appointed **DON DAVID SURIA-ARATCHI AMARASEKERA** to act as Registrar of Births and Deaths of Hikkaduwa division (in addition to his own duties as Registrar of Marriages (General) of Wellaboda pattu division), in the Galle District of the Southern Province, for May 31, 1923, during the absence of the Registrar, **H. B. WICKRAMARATNA**, on leave. His office will be at Hettiachchi Diwelwatta in Hikkaduwa.

The Additional Assistant Provincial Registrar, Galle, has appointed **ISAAC CHARLES DIAS GURUSINHA** to act as Registrar of Births and Deaths of Weragoda division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for June 1, 1923, during the absence of the Registrar, **H. V. D. A. A. WICKRAMASINHA**, on leave. His office will be at Pingahawatta at Godagama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed **DON THEGIRIS EDIRISEENA JAYASURIYA** to act as Registrar of Births and Deaths of Medawalakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for six days from June 1, 1923, during the absence of the Registrar, **D. D. M. JAYASURIYA**, on leave. His office will be at the permanent Registrar's office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed **MARAKKALAGE CHARLES DE SILVA** to act as Registrar of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for fourteen days from June 4, 1923, during the absence of the Registrar, **D. M. DHARMASURIYA**, on other duty. His office will be at the Police Court, Hambantota.

The Additional Assistant Provincial Registrar, Hambantota, has appointed **ANDRAYAS UBEWARNA** to act as Registrar of Births and Deaths of Ranna division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for seven days from June 4, 1923, during the absence of the Registrar, **D. T. UBEWARNA**, on leave. His office will be at the permanent Registrar's office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed **JOHN WILFRED JUSTIN GUNASEKERA** to act as Registrar of Marriages (General) of West Giruwa

pattu division, in the Hambantota District of the Southern Province, for three days from June 4, 1923, during the absence of the Registrar, D. J. JAYASUNDARA, on leave. His office will be at the permanent Registrar's office.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed PADDIYAR MURUGASAPILLAI to act as Registrar of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, for fifteen days from June 1, 1923, *vice* Registrar, K. KASINATHAN, deceased. His office will be at Thuraineelavanai.

Registrar-General's Office,
Colombo, June 5, 1923.

L. W. C. SCHRADER,
Registrar-General.

IT is hereby notified that MABULA MANAPPERUMA ARATCHIGE DON PETER ABAYAWARDANA, Registrar of Births and Deaths of Na-anwala division, and of Marriages (General) of Adikari pattu of Siyane korale west division, in the Colombo District of the Western Province, will, with effect from June 15, 1923, hold his office at Delgahawatta in Udupila and station at Millagahawatta in Weboda on Mondays and Saturdays, instead of at Higgahawatta in Udupila and station at Millagahawatta in Weboda on Mondays and Saturdays, as notified in the *Government Gazette* No. 7,095 of April 1, 1920.

Registrar-General's Office,
Colombo, June 5, 1923.

L. W. C. SCHRADER,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

"THE CEYLON RAILWAYS ORDINANCE, 1902."

RULE made by His Excellency the Governor, with the advice of the Executive Council, under section 5 of "The Ceylon Railways Ordinance, 1902."

Rule 11 A (3) with reference to the conveyance of grain and tobacco from Vavuniya to Jaffna in 4-ton lots at ordinary 6th class rate, appearing in the Notification in the *Ceylon Government Gazette* of August 30, 1907, as rule 11 A (4), and re-numbered as rule 11 A (3) by rule 15 set out in the Notification appearing in the *Ceylon Government Gazette* No. 7,285 of September 30, 1922, is hereby cancelled.

Any provision contained in any rule or classification made under the said Ordinance which shall in any way be contrary to or inconsistent with the provisions of this rule is hereby repealed.

By His Excellency's command,

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

CECIL CLEMENTI,
Colonial Secretary.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

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

By His Excellency's command,

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

CECIL CLEMENTI,
Colonial Secretary.

SCHEDULE.

Name of land : Kongahawatta (shown in plan No. 1,378 prepared by M. D. M. Silva, Licensed Surveyor).

Situation : Gehenuwala in Meda pattu, Hewagam korale, in the District of Colombo.

Boundaries : North by Hapusinatchigewatta, east by remaining part of this land, south by registered burial ground, remaining part of this land, west by Hapusinatchigewatta.

Extent : 18 perches.

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

HIS Excellency the Governor has been pleased to appoint Mr. James Corea (nominated by the Chairman, Urban District Council, Chilaw) to be a Member of the Excise Advisory Committee for the Chilaw Urban District Council Area for the remaining period ending September 30, 1924, *vice* Mr. T. M. Fernando.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 1, 1923.

CECIL CLEMENTI,
Colonial Secretary.

"THE EXCISE ORDINANCE, NO. 8 OF 1912."

HIS Excellency the Governor has been pleased to appoint Mr. A. E. Strong (nominated by the Puttalam Local Board) to be a Member of the Excise Advisory Committee for the Puttalam Local Board Area for the remaining period ending September 30, 1924, *vice* Mr. A. E. Abeykoon.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 1, 1923.

CECIL CLEMENTI,
Colonial Secretary.

IT is hereby notified that the following candidates have passed the examination held on April 24, 1923, and following days, for admission to Class II. of the Clerical Branch of the Public Service:—

Name.	Address.	Name.	Address.
1. Abayakoon, H. V. F. . .	Railway Bungalow, Pannipitiya	12. Kumaraswamy, V. A. . .	Fiscal's Office, Batticaloa
2. Apputhurai, A. . .	Central Telegraph Office, Colombo	13. Manawadu, J. . .	Sumanagiri, Unawatuna, Galle
3. Dassanayake, P. B. . .	Kachcheri, Kegalla	14. Manickavasagar, M. . .	Forest Office, Kandy
4. De Silva, T. B. S. . .	Care of Mr. T. D. N. Weerawardana, "Piyaswana," K/128, De Zoysa's road, Moratumulla, Moratuwa	15. Pieris, G. D. . .	Care of Mr. G. D. Sirisena, Police Station, Panadure
5. Fernando, W. E. . .	Lunawa, Moratuwa	16. Ponnaiyah, K. . .	C. I. D., Colombo
6. Gnanapragasam, S. . .	Provincial Registrar's Office, Kandy	17. Ratnam, S. . .	Police Office, Kandy
7. Goonewardene, S. V. W. . .	St. John's School, Getambe, Kandy	18. Salgado, G. H. . .	Pattiya South, Panadure
8. Gunasegaram, D. R. . .	The Vicarage, Chilaw	19. Senaratna, A. C. S. R. . .	14, Lady MacCarthy's road, Kandy
9. Gunawardana, L. . .	Land Settlement Office, Colombo	20. Somasundaram, N. . .	Athiady, Jaffna
10. Heyn, G. . .	Audit Office, Colombo	21. Soyaa, W. P. . .	Stamp Office, Colombo
11. Imbuldeniya, J. B. . .	Government Anglo-Vernacular School, Peradeniya	22. Vannakamasam, G. S. . .	Assistant Provincial Registrar's Office, Mannar
		23. Vethacan, C. . .	Government Stores, Colombo
		24. Weinman, L. P. . .	No. 8B, Wasala road, Kotahena

2. The above-named, except those who are already in Government Service, will be required to furnish the Head of the Department to which they are appointed, a certificate from a Government Medical Officer as to their physical fitness for service in any part of the Island.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 8, 1923.

CECIL CLEMENTI,
Colonial Secretary.

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information (a) that His Excellency the Governor 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 villagers of the village of Kumbukwewa, in the Pahala Wisideke korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lot 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 Governor 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, June 1, 1923.

CECIL CLEMENTI,
Colonial Secretary.

SCHEDULE REFERRED TO.

The following lot situated in the village of Kumbukwewa, in the Pahala Wisideke korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province:—

Lot.	Block survey preliminary plan 1,852.	Name of Land.	Extent.
47	..	Kendayaya, Penikomeyaya, Hikgahamulayaya	120 0 25

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

BY-LAW made by the Sanitary Board of the Ratnapura District, under section 9 E (2) (d) of Ordinance No. 18 of 1892, and approved by His Excellency the Governor, with the advice of the Executive Council, numbered 6, and added to the by-laws in Chapter IV., G.—Galas, of the by-laws dated February 15, 1921, published in *Government Gazette* No. 7,163 of March 18, 1921.

Colonial Secretary's Office,
Colombo, May 31, 1923.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

BY-LAW REFERRED TO.

6. A stall shall consist of a floor space not exceeding 6 feet in length and 4 feet 6 inches in breadth. For the purpose of computing the amount payable for licenses, the total floor area of a gala shall be taken, exclusive of the area occupied by permanently fixed feeding troughs, and such walls, alley ways, or passages, as the licensing authority, in his discretion, may exempt.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

AMENDMENTS made by the Sanitary Board of the Ratnapura District, under section 5 A of Ordinance No. 18 of 1892, as amended by Ordinance No. 30 of 1914, and approved by His Excellency the Governor in Executive Council, to the table of fees dated June 30, 1922, and published in *Government Gazette* of July 7, 1922.

Colonial Secretary's Office,
Colombo, May 31, 1923.

By His Excellency's command,
CECIL CLEMENTI,
Colonial Secretary.

AMENDMENTS REFERRED TO.

Delete the words "Each additional 5 stalls, Rs. 10 up to . . . Rs. 100" in the sixth line of the aforesaid table, and substitute therefor the following:—

"Each additional stall or part of a stall . . . Re. 1."

Delete "Billiard saloon . . . Rs. 75," the whole of last line in the aforesaid table.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the purchase of the under-mentioned salvage materials from persons willing to buy same from October 1, 1923, until September 30, 1924:—

- (a) 40-gallon barrels with both heads intact.
- (b) 40-gallon barrels with one head only.

Approximate quantities expected to be available monthly are:—

- (a) Fifty.
- (b) Twenty.

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

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

4. Tenders should be marked "Tender for the purchase of Empty Barrels" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, July 17, 1923.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the General Manager of the Railway, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 20 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri or Bank in Colombo and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the

Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

8. Tenderers are requested to inspect the barrels before tendering. They can be seen on application at the Office of the Railway Storekeeper.

9. Payment must be made within three days, and the barrels must be removed within one week from the date of notification that they are available. In the event of failure to comply with these conditions, the General Manager reserves the right to dispose of the offered barrels and to recover any pecuniary loss thereby incurred from the contractor.

10. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of security required will be Rs. 50. All other necessary information can be ascertained upon application at the office referred to in section 5.

11. The security should be furnished within ten days of acceptance of tender being notified.

12. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.

13. Any offers received containing conditions outside the specification will be rejected without question.

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

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

16. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.

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

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

19. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person, whose name is on the list of Crown defaulting contractors or any other person to whom the General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

General Manager's Office,
Colombo, June 5, 1923.

T. E. DUTTON,
General Manager.

TENDERS are hereby invited for the services named in the schedule hereunder for the period commencing from October 1, 1923, and terminating on September 30, 1924.

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

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

4. Tenders should be marked "Tender for Diets, Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 26, 1923.

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

6. A cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Principal Civil Medical Officer's Office.

7. If required, samples must be deposited.

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

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

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

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

12. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person, whose name is on the list of Crown defaulting contractors, or any other person to whom the Principal Civil Medical Officer and Inspector-General of Hospitals, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

Colombo, June 6, 1923.

SCHEDULE REFERRED TO.

Services.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Supply of uncooked provisions, without milk, to the following Institutions—		
Female and Police Hospitals, Borella	200	400
Nuwara Eliya Hospital	500	1,000
Supply of cooked provisions, without milk, to the following Institutions—		
Dikoya Hospital	500	1,000
Dimbula Hospital	200	400
Lindula Hospital	300	600
Maturata Hospital	300	600
Gampola Hospital	200	400
Supply of cooked provisions, with milk, to the following Institutions—		
Agrapadna Hospital	200	400
Dambulla Hospital	200	400
Deltota Hospital	200	400
Delosbage Hospital	100	200
Madulkele Hospital	300	600
Maskeliya Hospital	300	600
Matale Hospital	500	1,000
Mulhalkele Hospital	200	400
Nawalapitiya Hospital	500	1,000
Pussellawa Hospital	200	400
Ramboda Hospital	200	400

SCHEDULES of rates are hereby invited for all works in connection with the construction of Quarters for the Police Magistrate, Dandagamuwa.

2. The whole of the works to be undertaken in agreements to be entered into monthly by the District Engineer, Dandagamuwa, and the contractor, on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, North-Western Province.

3. The drawings, specification, bill of quantities, and form of monthly agreement can be seen, and all other information obtained, from the District Engineer's Office, Public Works Department, Dandagamuwa, any week day between the hours of 10 A.M. and 4.30 P.M. (Saturday 10 A.M. and 2 P.M.).

4. Two schedules of rates must be submitted, one including value of imported articles necessary in the work, and the other omitting value of such imported articles, in duplicate, duly signed and dated, and forwarded in a securely sealed envelope addressed to the District Engineer, Dandagamuwa, endorsed on the outside "Schedule of Rates, Quarters for the Police Magistrate, Dandagamuwa," so as to reach his office on or before 12 noon on Saturday, June 16, 1923.

5. Government reserves to itself the right to supply the contractor with all imported articles it may be necessary to use in the execution of the works included in the agreement, such as iron and brass work of all kinds, cement, tiles, oil, paint, varnish, zinc, eaves-guttering and down pipes, locks, bolts, hinges, E. C. seat and buckets, and squatting plate.

6. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor

shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the District Engineer, Dandagamuwva, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

7. Government does not bind itself to accept the lowest or any of the schedules of rates submitted.

Public Works Office,
Colombo, June 5, 1923.

W. J. PRICE,
for Director of Public Works.

SALE OF UNSERVICEABLE ARTICLES, &c.

THE following unserviceable articles will be sold by public auction at the Office of the Sanitary Commissioner, Kynsey road, Maradana, on Saturday, June 16, 1923, at 10.30 A.M. :—

5 buckets, zinc
1 arm chair

1 clothes, horse, small
2 jugs, toilet, enamelled

1 pair forceps
1 screen, folding

6 tapes, measuring

Principal Civil Medical Officer's Office,
Colombo, June 1, 1923.

G. THORNTON, M.D.,
for Principal Civil Medical Officer and
Inspector-General of Hospitals.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended June 2, 1923.

Births.—The total births registered in the city of Colombo in the week were 147 (2 Europeans, 15 Burghers, 80 Sinhalese, 18 Tamils, 24 Moors, 5 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1923, viz., 249,046) was 30·8, as against 31·0 in the preceding week, 22·9 in the corresponding week of last year, and 27·9 the weekly average for last year.

Deaths.—The total deaths registered were 161 (1 European, 3 Burghers, 91 Sinhalese, 33 Tamils, 22 Moors, 4 Malays, and 7 Others). The death-rate per 1,000 per annum was 33·7, as against 28·7 in the previous week, 31·5 in the corresponding week of last year, and 31·2 the weekly average for last year.

Infantile Deaths.—Of the 161 total deaths, 42 were of infants under one year of age, as against 26 in the preceding week, 36 in the corresponding week of the previous year, and 33 the average for last year.

Still Births.—The number of still births registered during the week was 8.

Principal Causes of Death.—1. (a) Thirty-four deaths from *Pneumonia* were registered, 14 in Maradana hospitals (including 4 deaths of non-residents), 3 in Maradana East, 2 each in St. Paul's, San Sebastian, Kotahena South, New Bazaar, Maradana North, Maradana South, and Slave Island, and 1 each in Kotahena North, Kollupitiya, and Wellawatta North, as against 20 in the previous week and 22 the weekly average for last year.

(b) Four deaths from *Bronchitis* were registered, 1 each in Kotahena South, New Bazaar, Maradana North, and Kollupitiya, as against 1 in the previous week and 4 the weekly average for last year.

(c) Three deaths from *Influenza* were registered, 1 each in Maradana North, Maradana East, and Kollupitiya, as against 5 in the previous week and 6 the weekly average for last year.

2. (a) Thirteen deaths from *Phthisis* were registered, 8 in Maradana hospitals (including 2 deaths of non-residents), 2 in Kotahena North, and 1 each in St. Paul's, San Sebastian, and Kotahena South, as against 19 in the previous week and 12 the weekly average for last year.

(b) One death of a resident of Colombo town occurred at the Ragama hospital from *Phthisis* during the week.

3. Five deaths from *Enteric Fever* were registered, 2 each in Maradana hospitals (including 1 death of a non-resident) and Wellawatta North, and 1 in Kotahena North, as against 4 in the previous week and 4 the weekly average for last year.

4. Two deaths from *Plague* were registered in Wellawatta North, same as in the previous week and the weekly average for last year.

5. One death from *Smallpox* was registered at the Infectious Diseases Hospital, Wellawatta.

6. Twenty deaths were registered from *Infantile Convulsions*, 8 from *Debility*, 6 from *Enteritis*, 5 from *Worms*, 3 from *Diarrhoea*, 2 each from *Dysentery*, *Tetanus*, and *Puerperal Septicæmia*, and 51 from *Other causes*.

7. Twenty-nine cases of *Chickenpox*, 19 of *Measles*, and 17 of *Enteric Fever* were reported during the week, as against 17, 14, and 6, respectively, of the preceding week. No case of *Plague* was reported during the week, but 3 were reported in the previous week.

State of the Weather.—The mean temperature of air was 82·8°, against 82·4° in the preceding week and 82·1° in the corresponding week of the previous year. The mean atmospheric pressure was 29·784 in., against 29·837 in. in the preceding week and 29·870 in. in the corresponding week of the previous year. The total rainfall in the week was 1·79 in., against 2·36 in. in the preceding week and 1·99 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, June 5, 1923.

FRED. L. ANTHONISZ,
for Registrar-General.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Statement showing the Importation of Rice into the different Ports of Ceylon during the Week ended June 2, 1923.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Bombay	9
Do.	Calcutta	2,601
Do.	Coconada	250
Do.	Karikal	1,833
Do.	Negapatam	650
Do.	Rangoon	14,877
Do.	Dhanushkodi	3,542
Trincomalee	Negapatam	764
Kayts	Adirampatam	323
Do.	Masulipatam	545
Do.	Toputurai	26
Do.	Porto Novo	728

(875 bags of rice were shipped during the week.)

H. M. Customs,
Colombo, June 5, 1923.

B. G. DE GLANVILLE,
for Principal Collector.

Grant-in-Aid Pupil Teachers' Examination, January, 1923.

Supplementary List of Successful Candidates.

Index No.	Name.	School.	Manager.
936	Rita, S...	Ch/Bolawatta	General Manager, Roman Catholic Schools

Education Office,
Colombo, June 6, 1923.

L. MACRAE,
Director of Education.

Kottagapulam Vernacular Mixed School.

NOTICE is hereby given that the Kottagapulam school, which was registered as a branch of the Vasuvilan Vernacular Mixed School, has now been registered as a separate Vernacular Mixed School.

The notice appearing in *Gazette* No. 7,325 of April 27, 1923, is hereby cancelled.

Education Office,
Colombo, May 31, 1923.

L. MACRAE,
Director of Education.

Upper Ratganga Estate Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. R. P. Butterfield, Mission House, Haputale, for a grant in aid of his Upper Ratganga Estate Vernacular Mixed School, which is situated in the Ratnapura District of the Province of Sabaragamuwa.

Observations will be received not later than July 6, 1923.

Education Office,
Colombo, May 31, 1923.

L. MACRAE,
Director of Education.

G/Mapalagama Buddhist Vernacular Boys' School.

NOTICE is hereby given that the Mapalagama Buddhist Vernacular Boys' School, situated in the Galle District of the Southern Province, under the management of the General Manager, Buddhist Schools, Colombo, has been converted into a mixed school.

Education Office,
Colombo, May 31, 1923.

L. MACRAE,
Director of Education.

Foot Disease.

WHEREAS foot disease has broken out in the village Kudamaduwa, 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 Gansabhawa road, east by Weralagahawatta, south by Wewelpanduradeniya, and west by Godaporagahawatta.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, May 29, 1923.

R. J. PEREIRA,
for Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 17, 1923, published in the *Government Gazette* No. 7,330 of May 25, 1923, the premises bearing assessment No. 90, situated at Wolfendhal street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from May 28, 1923.

The Municipal Office,
Colombo, May 30, 1923.

CHAS. W. PATE,
Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated April 20, 1923, and published in *Government Gazette* No. 7,325 of April 27, 1923, the village of Uda Mailapitiya in Pata Hewaheta, in the District of Kandy, in the Central Province, was proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-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 the date hereof.

Kandy Kachcheri,
May 31, 1923.

H. J. L. LEIGH-CLARE,
for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Maoya estate in Pata Hewaheta, in the District of Kandy, in the Central Province: It is hereby declared that the area, boundaries of which are specified below, is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909.

This declaration is to take effect from the date hereof.

Kandy Kachcheri,
May 31, 1923.

H. J. L. LEIGH-CLARE,
for Government Agent.

Boundaries of Infected Area referred to.

North by Kullida-oya and Mahaweli-ganga.
East by Ma-oya.
South by Crown and village lands.
West by Kiullinda-oya.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in Rambukwella village, in Pata Dumbara, in the District of Kandy, in the Central Province: It is hereby declared that the area—boundaries of which are specified below—is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909.

This declaration is to take effect from the date hereon.

Kandy Kachcheri,
June 4, 1923.

E. H. R. TENISON,
for Government Agent.

Boundaries of infected Area.

East by Guruoya and Riamulla.
North by Uduwela.
South by Huluganga.
West by Alutwela and Huluganga.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in Horagasagare palata, in Yagam pattu korale of Katugampola hatpattu, in 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: Kiniyama korale.
East: Kadigomu palata.
South: Hiruwalpola palata.
West: Hiruwalpola palata and Wilattawa palata.

Kurunegala Kachcheri,
June 5, 1923.

H. L. HOPPER,
for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village Kalatuwawa, in the Palle pattu of Kuruwiti korale, Ratnapura District, Province of Sabaragamuwa: It is hereby declared that the area—bounded on the north by Kalatuwawa East, south by Karandana village boundary, east by Napawela village boundary, west by Hewagam korale—is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909.

This declaration will take effect from May 30, 1923.

Ratnapura Kachcheri,
May 30, 1923.

G. F. R. BROWNING,
Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village Pohorabawa, in the Uda pattu of Kuruwiti korale, Ratnapura District, Province of Sabaragamuwa: It is hereby declared that the area—bounded on the north by Bodimaluwa, south by Owitigama, east by Pussella, west by Paranagama—is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909.

This declaration will take effect from May 31, 1923.

Ratnapura Kachcheri,
May 31, 1923.

G. F. R. BROWNING,
Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village Kendangomuwa Pahalagama, in the Palle pattu of Kuruwiti korale, Ratnapura District, Province of Sabaragamuwa: It is hereby declared that the area—bounded on the north by Colombo-Ratnapura cart road, south by village boundaries of Mitipola and Nedurana, east by village boundary of Ellawala, west by village boundaries of Amupitiya and Meennana—is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909.

This declaration will take effect from May 31, 1923.

Ratnapura Kachcheri,
May 31, 1923.

G. F. R. BROWNING,
Government Agent.

NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE," No. 11 OF 1920.**Panadure Urban District Council.**

NOTICE is hereby given that it is intended to hold an election of a member of the Panadure Urban District Council to represent Division No. 6, Udahamulupattiya, on Tuesday, July 17, 1923. Every candidate must be nominated in writing, and the nomination paper must be subscribed by at least two persons whose names appear in the electoral roll of the said division, and the nomination paper must be delivered at the office of the Panadure Urban District Council on or before 12 noon on Tuesday, July 17, 1923, which day has been fixed for that purpose.

If more than one candidate is nominated, a poll will be taken on Tuesday, July 31, 1923, at the polling place mentioned below. The poll shall open at 9 A.M. and close at 3 P.M.

Polling place: Cadjan shed on Gorakagahalanda at Tantirimulla.

The Kachcheri,
Kalutara, May 28, 1923.

E. T. MILLINGTON,
Assistant Government Agent.

NOTICE TO MARINERS.**CEYLON.****West Coast—Northern Approach to Colombo Harbour.**

NOTICE is hereby given that the light buoy marking the Onagala reef has broken adrift. It will be replaced when the weather permits. No further notice will be issued.

Latitude, 6° 59' N. (approximate).
Longitude, 79° 50' 4" E. (approximate).
Charts affected:—Admiralty charts,

No. 914, Colombo Harbour.
No. 3,686, approaches to Colombo Harbour.
No. 68B, Palk Strait and Gulf of Mannar.
No. 813, Ceylon South Coast.

Publications: Bay of Bengal Pilot, Fourth Edition, 1910, page 96, and West Coast of India Pilot, Fifth Edition, 1909, pages 87 and 88.

Master Attendant's Office,
Colombo, June 7, 1923.

G. F. HOLE, Lt.-Commander, R.N.,
Master Attendant.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th Clause of the Ordinance No. 6 of 1910, for arrears of consolidated rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the consolidated rates and costs be duly paid.

The Municipal Office,
Colombo, June 4, 1923.

G. H. N. SAUNDERS,
Financial Assistant to the Chairman, Municipal Council.

SCHEDULE.

Date of Sale : June 29, 1923.

Gabo's lane II.

Premises No. 48/8 Quarter and Year. 3rd quarter, 1922 Time of Sale. 8 A.M.

Prices of Foodstuffs, &c., in Colombo, on June 6, 1923.

	Per	Wholesale.		Retail.	Per	Wholesale.		Retail.
		Rs. c.	Per			Rs. c.	Per	
Paddy, Country	.. Bushel	.. 2 50	.. Measure	.. —	.. —	.. —	.. lb.	.. 0 5
Paddy, Imported	.. do.	.. 3 0	.. do.	.. —	.. —	.. —	.. do.	.. 0 30
Rice, Country	.. do.	.. —	.. do.	.. —	.. —	.. —	.. do.	.. 0 20
Rice, Kara	.. do.	.. 5 0	.. do.	.. 0 16	.. —	.. —	.. Measure	.. 0 40
Rice, Kallunda	.. do.	.. 5 50	.. do.	.. 0 18	.. —	.. —	.. lb.	.. 0 36
Rice, Sulai	.. do.	.. —	.. do.	.. —	.. —	.. —	.. Measure	.. 0 36
Rice, Muttusamba	.. do.	.. 6 75	.. do.	.. 0 23	.. —	.. —	.. lb.	.. 0 40
Raw Rice (Rangoon)	.. do.	.. 5 75	.. do.	.. —	.. —	.. —	.. do.	.. 0 20
Raw Rice (Singapore)	.. do.	.. —	.. do.	.. 0 18	.. —	.. —	.. do.	.. 0 64
Raw Rice (Batavia)	.. do.	.. —	.. do.	.. —	.. —	.. —	.. do.	.. 0 36
Dhall (Tuvarai)	.. —	.. —	.. Seer	.. 0 24	.. —	.. —	.. do.	.. 0 12
Dhall (Mussouri)	.. —	.. —	.. do.	.. 0 18	.. —	.. —	.. Bundle	.. 0 25
Green Peas	.. —	.. —	.. do.	.. 0 18	.. —	.. —	.. Seer	.. 0 28
Ulundu	.. —	.. —	.. do.	.. 0 18	.. —	.. —	.. Bottle	.. 1 25
Gram ..	.. —	.. —	.. do.	.. 0 15	.. —	.. —	.. Measure	.. 0 60
Wheat Flour	.. —	.. —	.. lb.	.. 0 18	.. —	.. —	.. Bottle	.. 0 22
American Flour	.. —	.. —	.. do.	.. 0 14	.. —	.. —	.. do.	.. —
Ghee, Cow	.. —	.. —	.. Bottle	.. 5 0	.. —	.. —	.. do.	.. —
Ghee, Buffalo	.. —	.. —	.. Seer	.. 2 75	.. —	.. —	.. do.	.. 0 21
Milk ..	.. —	.. —	.. Bottle	.. 0 40	.. —	.. —	.. do.	.. —
Potatoes (Indian)	.. —	.. —	.. lb.	.. 0 14	.. —	.. —	.. Packet of	.. —
Potatoes (Bangalore)	.. —	.. —	.. do.	.. 0 13	.. —	.. —	.. 12 boxes	.. 0 17
Onions (Bombay)	.. —	.. —	.. do.	.. 0 8	.. —	.. —	.. do.	.. 0 18
Onions, Red	.. —	.. —	.. do.	.. 0 7	.. —	.. —	.. lb.	.. 0 30
Bread ..	.. —	.. —	.. 1-lb. loaf	.. 0 18	.. —	.. —	.. do.	.. 0 80
Tea ..	.. —	.. —	.. lb.	.. 1 25	.. —	.. —	.. do.	.. 0 60
Coffee ..	.. —	.. —	.. do.	.. 0 60	.. —	.. —	.. Each	.. 50c.-75
Limes ..	.. —	.. —	.. Dozen	.. 0 12	.. —	.. —	.. do.	.. 0 6
Coconuts	.. —	.. —	.. Each	.. 0 9	.. —	.. —	.. do.	.. —
Sugar, Soft	.. —	.. —	.. lb.	.. 0 28	.. —	.. —	.. lb.	.. 0 30
Sugar, Crepe	.. —	.. —	.. do.	.. 0 28	.. —	.. —	.. do.	.. 56c.-62
Sugar, Ceylon	.. —	.. —	.. do.	.. 0 18	.. —	.. —	.. do.	.. —
Sugar Candy	.. —	.. —	.. do.	.. 0 32	.. —	.. —	.. do.	.. —
Sugar, Brown	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Salt ..	.. —	.. —	.. Measure	.. 0 12	.. —	.. —	.. do.	.. —
Salt ..	.. —	.. —	.. Measure	.. 0 12	.. —	.. —	.. do.	.. —
Dried Chillies	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Coriander	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Pepper	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Garlic ..	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Mustard	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Turmeric	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Fenugreek	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Cummin	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Aniseed	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Tamarind	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Jaggery	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Gingelly	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Gingelly Oil	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Coconut Oil	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Kerosine Oil, Daylight	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Kerosine Oil, Elephant	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Brand	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Kerosine Oil, Monkey	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Brand	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Bulk Oil, Rising Sun	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Matches, Three Stars	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Matches (Japanese)	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Beef ..	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Mutton	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Pork ..	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Chicken	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Eggs ..	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Dry Fish, Netti (Hal-messan)	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —
Dry Fish (Maldive)	.. —	.. —	.. do.	.. —	.. —	.. —	.. do.	.. —

G. H. N. SAUNDERS,
The Municipal Office, Financial Assistant to the Chairman,
Colombo, June 6, 1923. Municipal Council.

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on February 17, 1923, at 8.30 a.m., in accordance with Notice dated February 13, 1923.

Present :—Mr. W. L. Kindersley, Chairman; Mr. J. C. Ratwatte; Mr. L. H. S. Pieris; Mr. G. E. de Silva; Dr. G. P. Hay; Dr. A. de Saram; Mr. J. de Oorloff; and Mr. W. D. Perera.

1. The Minutes of Proceedings of the Meeting held on January 20, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- Statement of receipts and disbursements from close of 1922, to January 31, 1923, on account of the Municipal Fund.
- Progress report of works brought up to the same date.
- Health Officer's report for January.
- Statements of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of January.
- The reservoir readings for January.

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

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

4. Correspondence :—(1) Letter No. 853 of January 29, 1923, from the Government Agent, Central Province, requesting that an Unofficial Member of the Council may be nominated as a representative in the Excise Advisory Committee.

Dr. de Saram proposed that Mr. Ratwatte be nominated. Dr. Hay seconded.

Mr. Pieris proposed that Mr. de Silva be nominated. Mr. Perera seconded.

Mr. Ratwatte not being willing to serve on the Committee, Mr. de Silva was nominated as a representative.

(2) Letter of February 13, 1923, from the Chairman, Board of Improvement Commissioners, Kandy, requesting that the Council take over the back-lanes constructed for scavenging the area of the town bounded on the north by Colombo street, south by Ward street, east by Castle Hill street, and west by Brownrigg street.

Resolved that the Council take over the back-lanes. The Municipal Electrical Engineer to be asked to submit estimate for lighting the back-lanes. The Board of Improvement to arrange for the lighting of future back-lanes.

(3) Letter of January 17, 1923, from the General Manager, Ceylon Government Railway, re the proposal to provide a station or halting place at Mavilmada on the Matale Line.

Resolved that the General Manager be asked to furnish at an early date further information as regards the mail motor service which is under consideration.

5. Pursuant to notice, Mr. de Silva asked—(1) That the Superintendent of Works be called upon to furnish the Council with an estimate for laying the water main to Katugastota town; (2) how many employees of the Council have expressed their dissatisfaction with regard to the recently passed salary scheme? (3) Has the Finance Committee considered these petitions, and if so, what have they decided? (4) Is there any cause for alarm with regard to the smallpox epidemic? (5) Why were the accounts in connection with the Electrical Department not sent to the Members? (The accounts referred to are those for the month of December, 1922).

The Chairman replied as follows:—(1) He will be asked to do so; (2) nineteen; all Clerks of the 2nd and 3rd Grades have also applied for a rent allowance; (3) no; (4) no case of smallpox has occurred within the Municipal limits since January 24; (5) the closing of the accounts for December involved the verification of all electrical stores by the Accountant to satisfy audit requirements. Hence the delay in furnishing the account. I understand that the account has since been sent to Members of Council.

6. In the absence of Mr. Vallipuram the following motion which stood in his name was deferred for next Meeting by Council:—

“That this Council do address Government with the request that steps be taken to enable this Council to abolish the poll tax within the Municipal area of Kandy, and that Government be requested to see its way to grant the Council 50 per cent. of the excess profits derived from the sale of arrack and toddy rents”

7. Pursuant to notice, Mr. de Silva moved—“The resolution that was passed at the monthly Meeting held in November, 1922, giving over the construction of the Asgiriya road to the Superintendent of Works was *ultra vires* and illegal and the work should be given on contract as decided by the Council in October, 1922.” The motion fell through for want of a seconder.

The Chairman pointed out that the Council had decided at the October Meeting to call for tenders for the work. The tenders were accordingly called for and submitted at the November Meeting. In view of the small difference between the tenders submitted and the estimate of the Superintendent of Works, the Council decided at this Meeting to have the work done departmentally. He failed to see how the Council's action could be said to be *ultra vires* or illegal.

8. Pursuant to notice, Mr. de Silva moved—“That this Council do take immediate steps to restrict the attendance of children under the age of 16 at the cinematographic performances.” The motion fell through for want of a seconder.

9. To sanction the appointment of Mr. T. B. de Alwis as Shorthand Typist and General Correspondence Clerk, with effect from February 15, 1923. Resolved that the appointment be sanctioned.

10. To sanction payment of Rs. 135, Examiners' fees for conducting examination for post of Shorthand Typist.—Resolved that the payment be sanctioned.

A.—GENERAL REVENUE ACCOUNT.

Revenue Account, February 1 to 28, 1923.

EXPENDITURE.	Estimated for 1923.		Incurred, Feb., 1923.		REVENUE.	Estimated for 1923.		Accounted, Feb., 1923.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Administrative, personal emoluments ..	61,525	0	10,295	60	Consolidated rate ..	154,500	0	30,141	73
Administrative, other charges ..	15,568	0	3,672	26	Taxes ..	27,255	0	5,112	90
Rice allowances to coolies ..	3,300	0	—	—	Tolls ..	27,107	0	825	48
Collectors ..	9,480	0	351	28	Licenses fees and stamp duties—				
Infectious diseases prevention ..	5,000	0	4,295	62	(a) License fees ..	4,500	0	1,719	50
Scavenging streets and removal of house and trade refuse ..	28,513	75	3,971	9	(b) Stamp duties ..	12,505	0	2,993	0
Conservancy of latrines ..	41,620	0	6,888	87	Slaughter-house fees ..	9,730	0	796	77
Minor sanitary services ..	1,545	0	245	95	Conservancy fees ..	26,625	0	6,447	0
Roads, buildings, parks, &c., maintenance ..	48,899	50	14,928	4	Rents ..	58,296	0	6,744	93
Public lighting ..	28,100	0	2,478	89	Judicial fines ..	3,500	0	491	93
Water services ..	11,148	0	2,460	93	Water service ..	10,925	0	3,467	92
Town improvements ..	6,000	0	—	—	Government grants ..	49,100	0	—	—
Markets ..	7,014	0	967	88	Education account ..	475	0	—	—
Slaughter-houses ..	3,148	0	385	85	Miscellaneous receipts ..	15,150	0	3,573	27
Cemetery ..	2,254	0	369	3					
Municipal Court ..	2,180	0	280	0	To balance, being excess of revenue over expenditure ..	—	—	62,314	43
Police ..	45,000	0	15,000	0					
Education ..	3,658	0	508	50					
Free library ..	2,400	0	261	73					
Poor relief and public recreation ..	4,100	0	350	0					
Pensions ..	1,968	60	328	0					
Loan repayments and interest ..	24,061	50	3,750	0					
Miscellaneous services ..	11,560	0	1,129	35					
	368,043	35	72,918	87					
Capital expenditure (provided from revenue) ..	90,950	0	2,719	94					
	458,993	35	75,638	81					
						399,668	0	75,638	81

Balance Sheet, February 28, 1923.

LIABILITIES.		Amount.	Total.	PROPERTY AND ASSETS.		Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
Loans—				Drainage Scheme ..		14,703 59	
Government of Ceylon ..	105,402 98			Acquisition of lands ..	90,699 39		
Local loans, commis- sioners Loan .. Rs. 150,000 ..				Model dwellings ..	84,783 63		190,186 61
Less repayment .. Rs. 5,000 ..				Loan to Electricity Department ..	—		198,418 44
	145,000 0		250,402 98	Investments held by trustees of sink- ing fund ..	—		51,492 80
Sinking fund—				Stocks and stores—			
Amount to the credit of the fund invested as per contra ..	—		51,492 80	Stores ..	6,695 78		
Sundry creditors—				Rice ..	606 26		7,302 4
Government on Police bill account ..	15,000 0			Sundry debtors—			
Tradesmen invoice account ..	3,884 75			Rates, taxes, and rents ..	17,682 79		
Outstanding wages account ..	3,314 68			Advance of pay ..	358 26		
Market stall rent securities ..	4,446 50			Returned cheques ..	86 65		
Sundry securities ..	4,453 60			Miscellaneous advances ..	777 77		19,085 47
Model tenement occupiers' deposits ..	220 0			Cash—			
Free library deposits ..	853 68			Fixed deposit, Mercantile Bank ..	417 0		
Rates paid in advance ..	1,000 42			Cash in hand ..	14 50		
Miscellaneous ..	2,601 23			Petty cash ..	663 34		1,094 84
Overdraft, Mercantile Bank ..	—		35,774 86				
Back lane scheme, amount held in suspense ..	—		63,410 31				
Surplus—							
From 1922 ..	77,411 58						
Less excess of expenditure over revenue up to February, 1923, as per revenue account ..	13,324 38						
			64,087 20				
			467,580 20				467,580 20

B.—ELECTRICITY DEPARTMENT.

Revenue Account, February, 1923.

EXPENDITURE.		Amount.	Total.	INCOME.		Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
Generation of electricity—				Sale of electricity—			
Fuel ..	3,722 11			Private lighting ..	7,363 97		
Oil, waste, and engine room stores ..	930 21			Public lighting ..	8,039 93		
Salaries and wages at works ..	1,056 36			Municipal Department ..	137 90		15,541 80
Repairs and maintenance—				Works executed for customers and goods sold—			
(a) Buildings ..	8 45			From customers ..	—		1,337 71
(b) Engine, boilers, machinery, and plant ..	321 39		6,038 52	Rent of meters—			
Distribution of electricity—				Recoveries ..	—		458 0
Salaries of outdoor staff ..	118 14						
Repairs and maintenance of meters, switches, and other apparatus ..	428 72		546 86				
Public lamps—							
Attendance and maintenance ..	483 89		483 89				
Works executed for customers—							
Labour ..	291 1						
Material ..	746 74		1,037 75				
Management and general expenses—							
Salaries ..	2,468 66						
Rent of Engineer's bungalow ..	200 0						
Printing and stationery ..	7 83						
Insurance ..	156 24						
Sundry charges ..	53 53						
Telephone ..	225 0		3,111 26				
Total amount of working expenses ..	—		11,218 28				
Gross profit carried to nett revenue account ..	—		6,119 23				
			17,337 51				17,337 51

Nett Revenue Account for February, 1923.

	Rs.	c.		Rs.	c.
Interest	2,556	0	Balance from 1922	22,275	4
Balance	25,838	27	Gross profit for February, 1923, as per revenue account	6,119	23
	28,394	27		28,394	27

Balance Sheet, February 28, 1923.

LIABILITIES.	Rs.	c.	ASSETS.	Expended up to Dec. 31, 1923.		During 1923.		Total.	
				Rs.	c.	Rs.	c.	Rs.	c.
Loans—			Capital outlay—						
Temporary loan from Municipal fund ..	198,418	44	Acquisition of undertaking ..	150,000	0	—	—	150,000	0
Over draft, Municipal Council, Kandy ..	2,859	14	Extension to buildings ..	3,389	80	4,502	0	7,891	80
Sundry creditors ..	6,125	45	New parts for engines ..	629	62	3,862	67	4,492	29
Consumers' deposits ..	21	85	Storage battery ..	43,467	87	1,983	75	45,451	62
Net revenue account—			Switchboard ..	—	—	18	58	18	58
Balance at credit ..	25,838	27						207,854	29
			Stores on hand ..					11,912	36
			Fittings on hire purchase agreement ..					1,983	30
			Sundry debtors ..					11,347	67
			Insurance premium paid in advance ..					102	33
			Petty cash ..					63	20
	233,263	15						233,263	15

E. K. BERENGER, Acting Accountant.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on March 17, 1923, at 8.30 a.m., in accordance with Notice dated March 13, 1923.

Present :—Mr. W. L. Kindersley, Chairman; Mr. J. C. Ratwatte; Mr. L. H. S. Pieris; Mr. G. E. de Silva; Mr. A. Vallipuram; Dr. G. P. Hay; Mr. J. Oorloff; and Mr. W. D. Perera.

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

2. The following documents were submitted :—

- Statement of receipts and disbursements from close of 1922 to February 28, 1923, on account of the Municipal Fund.
- Progress report of works brought up to the same date.
- Health Officer's report for February.
- Statements of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of February.
- The reservoir readings for February.

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

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

3a. Mr. Pieris presented a petition dated March 10, 1923, from the residents of Colombo street, requesting that the street be watered three times a day and that such steps as are necessary to abate the dust nuisance may be taken. It was agreed that the petition be referred to the Superintendent of Works for report.

4. Correspondence :—(1) Letter No. 2 of March 6, 1923, from the Hon. the Colonial Secretary, sanctioning by-law regarding feeding of cattle on streets.—Read.

(2) Letter No. 3 of March 8, 1923, from the Hon. the Colonial Secretary, sanctioning by-laws regulating the sale of dry fish in Kandy.—Read.

(3) Letter No. 111 of February 15, 1923, from the Provincial Engineer, Central Province North, inquiring under what conditions the Council will permit connections between the Municipal water main and the following buildings being made : (a) Peradeniya Resthouse ; (b) New Peradeniya Railway Station ; (c) New Peradeniya Post Office.—Resolved that connections be allowed to be made provided Government is prepared to pay the water-rate on the buildings in question and any other charges that may become payable under the Council's by-laws.

(4) Letter No. 623 of February 23, 1923, from the Director of Agriculture *re* the aesthetic improvement of Kandy town.—Resolved that the Director of Agriculture be thanked for his letter and that his terms be accepted.

(5) Letter of December 15, 1922, from the Accountant, asking for authority to exceed certain votes for 1922.—Resolved that the necessary sanction be allowed.

5. Pursuant to notice Mr. de Silva asked—(1) What steps have Government taken with regard to the Municipal Reform Scheme ? (2) What steps have been adopted by the Council to minimize the nuisance created by the existence of the cesspit near Trinity College ?

The Chairman replied as follows :—(1) I have no information on the subject ; (2) The catchpit has been filled in.

6. Pursuant to notice, Mr. Vallipuram was to have moved the following :—“ That this Council do address Government with the request that steps be taken to enable this Council to abolish the poll tax within the Municipal area of Kandy, and that Government be requested to see its way to grant the Council 50 per cent. of the excess profits derived from the sale of arrack and toddy rents.”

On the Chairman's suggestion Mr. Vallipuram moved the following :—“ That this Council do abolish the poll tax within the Municipal area of Kandy, and that a Special Committee be appointed to consider in what way the loss of revenue can be made up.” The motion fell through for want of a seconder.

Mr. de Silva gave notice that he would move the following resolution at the next Meeting of Council :—“ That the collection of poll tax be abolished within the Municipal limits of Kandy for the year 1924.

7. Papers *re* the levying of a water-rate over the new area to be served with water.—Resolved that a report be called for as to whether water is being supplied to this area.

8. Recommendations of Standing Committees :—

S. C. (A).

(1) That the by-law passed at the Meeting of August, 1922, be amended as follows :— “No person shall enter that portion of the catchment area of the reservoir which is vested in the Municipality without a permit from the Chairman.

S. C. (B).

(2) That the supervision of the Municipal midwife be handed over to the Kandy District Nurses Association, and that her salary be fixed at Rs. 20 per mensem and bonus of Rs. 2·50 for every case attended. All claims for bonuses to be certified by the District Nurse. Medical Officer of Health to report in December as regards the work of the midwife under the above arrangements.

S. C. (C).

(3) That Rs. 10 be charged for the use of lights in the Town Hall on November 2 last, for a dance in aid of the Young Women's Christian Association.

(4) That the monthly subsidy to St. Cecilia's Band be raised from Rs. 125 to Rs. 150.

(5) That the following electricity dues be written off :—

(i.) Electricity supplied to Dr. Huybertsz' Dispensary, Rs. 5·50.

(ii.) Charging an accumulator for Mr. A. E. Holsinger, Rs. 8·64.

(iii.) Meter rent on Postmaster's bungalow for September, Re. 1.

(6) That the Distraining Officer W. D. C. Appuhamy be paid Rs. 7·50, cart and cooly hire for seizure and removal of goods.

(7) That the peon to the Medical Officer of Health be granted an allowance of Rs. 3 per mensem during the prevalence of the smallpox epidemic.

(8) That the rate of Commission for the commutation tax collections be raised to 10 per cent.

S. C. (D).

(9) That the rickshaw stand in Peradeniya road be removed to the site recommended by the Superintendent of Works, further away from the junction of Peradeniya road, with the Railway Approach road, than the present site.

(10) That the following estimates be approved :—

(i.) Drain in Peradeniya road (No. 13 Alley), Rs. 390.

(ii.) Partitioning Granary in Railway Approach road, Rs. 500.

(11) That the excess of Rs. 110·25 over estimate for extension to Medical Officer of Health Office be met from the savings on other estimates.

(12) That the following applications for water service be allowed :—

(i.) 170, Colombo street, W. P. Cader Meera Saibo.

(ii.) 99, Trincomalee street, C. S. Marikar.

(iii.) 1040, Peradeniya road, Katukelle Mosque.

(iv.) 26A, Ward street, Central Medical Stores.

(v.) 1, Castle Hill street, D. S. Perera.

(vi.) 100, Trincomalee street, S. Halim Deen.

(vii.) 347, Peradeniya road, Miss Vanderstraaten.

(viii.) 79½, Deyannawela, P. S. Fernando.

(ix.) 123-124, Castle Hill street, M. Ismail & Co.

(x.) 1004-1007, Peradeniya road, Imperial Motor Works.

Resolved that the recommendations be adopted.

In regard to (4) it was agreed that the Band be asked to play on all Wednesdays instead of as at present on only two Wednesdays of the month. First Wednesday of the month the performance to be at Wace Park, and the other Wednesdays at the Empire Theatre green.

A.—GENERAL REVENUE ACCOUNT.

Revenue Account, March 1 to 31, 1923.

EXPENDITURE.	Estimated for 1923.		Incurred, Mar., 1923.		REVENUE.	Estimated for 1923.		Accounted, Mar., 1923.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Administrative, personal emoluments ..	61,525	0	15,296	18	Consolidated rate ..	154,500	0	68,599	1
Administrative, other charges ..	15,568	0	5,292	49	Taxes ..	27,255	0	15,987	80
Rice allowances to coolies ..	3,300	0	—	—	Tolls ..	27,107	0	1,213	15
Collectors ..	9,480	0	1,356	4	License fees and stamp duties —	—	—	—	—
Infectious diseases prevention ..	5,000	0	5,488	32	(a) License fees ..	4,500	0	2,296	0
Scavenging streets and removal of house and trade refuse ..	28,513	75	6,172	96	(b) Stamp duties ..	12,505	0	3,721	0
Conservancy of latrines ..	41,620	0	9,975	58	Slaughter-house fees ..	9,730	0	2,304	15
Minor sanitary services ..	1,545	0	472	15	Conservancy ..	26,625	0	9,041	50
Roads, buildings, &c. ..	48,899	50	17,925	0	Rents ..	58,296	0	10,183	77
Public lighting ..	28,100	0	7,001	77	Judicial fines ..	3,500	0	897	28
Water service ..	11,148	0	3,390	77	Water service ..	10,925	0	4,097	75
Town improvements ..	6,000	0	3	77	Government grants ..	49,100	0	—	—
Markets ..	7,014	0	1,893	79	Education ..	475	0	—	—
Slaughter-houses ..	3,148	0	558	59	Miscellaneous receipts ..	15,150	0	4,188	1
Cemetery ..	2,254	0	558	35					
Municipal Court ..	2,180	0	420	0					
Police ..	45,000	0	15,000	0					
Education ..	3,658	0	952	22					
Free library ..	2,400	0	391	86					
Poor relief and public recreation ..	4,100	0	562	83					
Pensions ..	1,968	60	692	0					
Loan repayments and interest ..	24,061	50	3,750	0					
Miscellaneous services ..	11,560	0	2,669	67					
	368,043	35	99,824	34					
Capital expenditure (provided from revenue) ..	90,950	0	5,625	69					
	458,993	35	105,450	3					
To balance being excess of revenue and expenditure ..	—	—	17,079	39					
	458,993	35	122,529	42		399,668	0	122,529	42

Balance Sheet, March 31, 1923.

LIABILITIES.	Amount.		Total.	ASSETS.	Amount.		Total.
	Rs.	c.			Rs.	c.	
Loans—				Drainage Scheme ..	14,703	59	
Government of Ceylon ..	105,402	98		Acquisition of lands ..	90,899	39	
Local loans, commissions ..	Rs. 150,000			Model dwellings ..	86,371	34	191,774 32
Less repayment ..	Rs. 5,000			Loan to Electricity Department ..	—	—	198,542 50
	145,000	0	250,402 98	Investments held by trustees of sinking fund ..	—	—	51,492 80
Sinking fund—				Stocks and stores—			
Amount to credit of fund invested as per contra ..			51,492 80	Stores ..	7,342	69	
Sundry creditors:—				Rice ..	710	88	8,053 57
Government on account Police Bill ..	15,000	0		Sundry debtors—			
Tradesmen ..	4,196	92		Rates taxes, &c. ..	44,891	85	
Outstanding wages ..	4,125	17		Advance of pay ..	798	91	
Market stall rent securities ..	4,471	50		Returned cheques ..	35	0	
Sundry securities ..	4,803	60		Miscellaneous advances ..	1,132	30	46,858 6
Model tenement securities ..	230	0		Cash—			
Free library deposits ..	864	68		Fixed deposit at Mercantile Bank ..	417	0	
Rates paid in advance ..	1,167	31		Cash in hand ..	25	0	
Tender deposits ..	200	0		Petty cash ..	540	83	982 83
Miscellaneous deposits ..	2,611	48	37,670 66				
Overdraft, Mercantile Bank ..	—	—	61,234 62				
Back Lane Scheme—							
Amount held in suspense ..	—	—	2,412 5				
Surplus—							
From 1922 ..	77,411	58					
Add excess of revenue over expenditure on March 31, 1923, as per revenue account ..	17,079	39	94,490 97				
			497,704 8				497,704 8

B.—ELECTRICITY DEPARTMENT.

Revenue Account, March, 1923.

EXPENDITURE.	Amount.	Total	INCOME.	Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
Generation of electricity—			Sale of electricity—		
Fuel	5,975 7		Private lighting ..	13,963 91	
Oil, waste, and engine room stores	1,478 33		Public lighting ..	10,630 88	
Salaries and wages at works ..	1,584 64		Municipal Department ..	199 65	
Repairs and maintenance—					24,794 44
(a) Buildings ..	8 45		Works executed for customers and		
(b) Engines, boilers, machinery,			goods sold—		
and plant ..	363 39	9,409 88	From customers ..	—	1,745 79
			Rent of meters—		
Distribution of electricity—			Recoveries ..	—	690 50
Salaries of out-door staff ..	136 14				
Repairs and maintenance of meters,					
switches, and other apparatus..	1,243 50	1,379 64			
Public lamps—					
Attendance and maintenance ..	—	695 84			
Works executed for customers—					
Labour	393 23				
Materials	976 38	1,369 61			
Management and general expenses—					
Salaries	3,627 63				
Rent of Engineer's bungalow ..	300 0				
Printing and stationery ..	89 40				
Insurance	234 37				
Sundry charges ..	54 67				
Telephone	225 0	4,531 7			
Total amount of working expenses..	—	17,386 4			
Gross profit carried to nett revenue					
account	—	9,844 69			
		27,230 73			27,230 73

Nett Revenue Account for March, 1923.

	Rs.	c.		Rs.	c.
Interest	3,962	0	Balance from 1922 ..	22,275	74
Balance	28,157	73	Gross profit for March, 1923 ..	9,844	69
		32,119 73			32,119 73

Balance Sheet, March 31, 1923.

LIABILITIES.	Rs.	c.	ASSETS,	Expended	During	Total.
				up to Dec.	1923.	
				31, 1922.		
				Rs.	Rs.	Rs.
				c.	c.	c.
Loans—			Capital outlay—			
Temporary loan from Municipal fund ..	199,948	50	Acquisition of un-			
Sundry creditors ..	6,432	78	dertaking ..	150,000	0	150,000 0
Consumers' deposits ..	24	9	Extension to			
Balance at credit ..	28,157	73	buildings ..	3,389	80	5,020 83
			New parts for			8,410 63
			engines ..	629	62	3,862 67
			Storage battery ..	43,467	87	3,218 20
			Switchboard ..	—	—	18 58
			Meters ..	—	—	62 25
						209,669 82
		234,563 10	Stores on hand ..			12,079 14
			Fittings on hire purchase agreement ..			1,851 8
			Sundry debtors ..			9,996 24
			Insurance premium paid in advance ..			961 70
			Petty cash ..			5 12
						234,563 10

E. K. BERENGER, Acting Accountant.

ROAD COMMITTEE NOTICES.

Haputale-Dambattenne Branch Road.

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having agreed to grant a moiety for the cost of setting back the road at 1½ milepost on the Haputale-Dambattenne road, the Provincial Road Committee, Province of 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:—

HAPUTALE-DAMBATTENNE ROAD—DANGEROUS CORNER.

1½ milepost.

Government moiety	..	Rs. 700
Private contribution	..	Rs. 728
Total acreage, 3,572 acres—Rate per acre, 20'38c.		

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Lanka Tea Plantation Co.	Thotulagala	556 ..	113 32
Ceylon Tea Plantation Co.	Pitaratmalie	1,605 ..	327 11
Liptons, Limited	Dambattenne	1,411 ..	287 57.
		3,572 ..	728 0

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

R. A. G. FESTING,
Provincial Road Committee Office, Chairman.
Badulla, June 1, 1923.

TRADE MARKS NOTICES.

NOTICE.—In the following lists the numbers in the second column denote the number of the "Ceylon Government Gazette" in which the trade mark was advertised:—

Trade Marks registered during the Month of May, 1923.

Applica- tion No.	Gazette No.	Date of Gazette.	Proprietors.	Class.	Registra- tion No.
2,727	7,301	December 15, 1922	M. Ghouse Mohideen & Co.	17	2,727
2,719	7,306	January 26, 1923	Fleming & Co., Ltd.	42	2,719
2,720	7,306	January 26, 1923	do.	42	2,720
2,802	7,309	February 9, 1923	Pona Meeanna Ana Arusumiyana Saibo, trading as M. A. Mohideen Abbas Sahibo	47	2,802
2,803	7,309	February 9, 1923	British-American Tobacco Co., Ltd.	45	2,803
2,722	7,312	February 16, 1923	E. I. Du Pont de Nemours & Co.	37	2,722
2,749	7,312	February 16, 1923	St. Mungo Manufacturing Co., Ltd.	49	2,749
2,804	7,312	February 16, 1923	Mackie & Co., Distillers, Ltd.	43	2,804
2,806	7,312	February 16, 1923	Silva & Cosens, Ltd.	43	2,806
2,710	7,313	February 23, 1923	William Hollins & Co., Ltd.	34 & 38	2,710
2,762	7,313	February 23, 1923	Excelsior Motor Manufacturing & Supply Co.	22	2,762
2,777	7,313	February 23, 1923	Congenege Seraphim Anthony, carrying on business as C. S. Antony & Co.	.4, 42, & 50	2,777
2,809	7,313	February 23, 1923	Burrell & Company, Ltd.	1 & 4	2,809
2,810	7,313	February 23, 1923	The Armand Co.	48	2,810
2,795	7,314	March 2, 1923	Standard Oil Co. of New York	.1, 2, 3, 4, 13, 15, 17, 18, & 47	2,795
2,801	7,314	March 2, 1923	M. C. S. Fernando	45	2,801
2,814	7,315	March 9, 1923	Webster Automatic Packeting Factory, Ltd.	42	2,814

Subsequent Proprietors registered during the Month of May, 1923.

NOTE.—The name in italics is that of the former Proprietor.

—	5,691	May	8, 1900	The Centaur Co. (1908) of 80-92, Varick street, City County and State of New York, U. S. A.; <i>The Centaur Co. (1879)</i>	3	292
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Trade Marks renewed during the Month of May, 1923.

—	5,358	June	21, 1895	James Chadwick & Brother, Ltd.	23	101
—	5,357	June	14, 1895	do.	23	105
370	6,317	July	2, 1909	Lever Brothers, Ltd.	47 & 48	1,089
371	6,320	July	23, 1909	Lipton, Ltd.	42	1,093
375	6,331	October	8, 1909	Coleman & Co., Ltd.	43	1,117
376	6,331	October	8, 1909	do.	3	1,118
369	6,414	December	9, 1910	Sissons Bros. & Co., Ltd.	1	1,210

Trade Marks to be removed from the Register for Non-payment of Renewal Fee.

357	6,309	May	14, 1909	The United Vineyard Proprietors Co. of Cognac (J. G. Monnet & Co.)	43	1,082
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9028/1923
 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) Trade Mark No. 2,878.
- (2) Date of Receipt: May 11, 1923.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company incorporated under the Ceylon Joint Stock Companies Ordinance), No. 62, Union Place, Slave Island, Colombo; General Merchants, Packers, and Exporters.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:



The essential particulars of the Trade Marks are the words "SPRING LEAF" in any colour or size.

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, May 30, 1923. Registrar-General.

9029/1923
 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) Trade Mark No. 2,883.
- (2) Date of Receipt: May 16, 1923.
- (3) Applicant (Proprietor of the Trade Mark): JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo; Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

CADAKELLIE

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. Registrar-General.

9030/1923
 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) Trade Mark No. 2,884.
- (2) Date of Receipt: May 16, 1923.
- (3) Applicant (Proprietor of the Trade Mark): JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo; Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

CHELSTON

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. Registrar-General.

9031/1923
 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) Trade Mark No. 2,885.
- (2) Date of Receipt: May 16, 1923.
- (3) Applicant (Proprietor of the Trade Mark): JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo; Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

CINGERLY

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. Registrar-General.

9032/1923
 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) Trade Mark No. 2,886.
- (2) Date of Receipt: May 16, 1923.
- (3) Applicant (Proprietor of the Trade Mark): JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo; Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

GOODLANDS

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. Registrar-General.

9033/1923
 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) Trade Mark No. 2,887.
- (2) Date of Receipt: May 16, 1923.
- (3) Applicant (Proprietor of the Trade Mark): JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo; Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

KEWLANDS

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. Registrar-General.

9034/1923
 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) Trade Mark No. 2,888.
- (2) Date of Receipt: May 16, 1923.
- (3) Applicant (Proprietor of the Trade Mark): JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo; Merchants.

- (4) Address for service in the Island, if any :—
 (5) Class : Forty-two.
 (6) Goods : Tea.
 (7) Mark :

MAVISVILLE

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. 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) Trade Mark No. 2,889.
 (2) Date of Receipt : May 16, 1923.
 (3) Applicant (Proprietor of the Trade Mark) : JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo ; Merchants.
 (4) Address for service in the Island, if any :—
 (5) Class : Forty-two.
 (6) Goods : Tea.
 (7) Mark :

MYRTLE

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. 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) Trade Mark No. 2,890.
 (2) Date of Receipt : May 16, 1923.
 (3) Applicant (Proprietor of the Trade Mark) : JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo ; Merchants.
 (4) Address for service in the Island, if any :—
 (5) Class : Forty-two.
 (6) Goods : Tea.
 (7) Mark :

NORTHWOOD

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. 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) Trade Mark No. 2,891.
 (2) Date of Receipt : May 16, 1923.
 (3) Applicant (Proprietor of the Trade Mark) : JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo ; Merchants.
 (4) Address for service in the Island, if any :—
 (5) Class : Forty-two.
 (6) Goods : Tea.
 (7) Mark :

ROSSCREEK

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. 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) Trade Mark No. 2,892.
 (2) Date of Receipt : May 16, 1923.
 (3) Applicant (Proprietor of the Trade Mark) : JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo ; Merchants.
 (4) Address for service in the Island, if any :—
 (5) Class : Forty-two.
 (6) Goods : Tea.
 (7) Mark :

THISTLE

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. 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) Trade Mark No. 2,893.
 (2) Date of Receipt : May 16, 1923.
 (3) Applicant (Proprietor of the Trade Mark) : JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo ; Merchants.
 (4) Address for service in the Island, if any :—
 (5) Class : Forty-two.
 (6) Goods : Tea.
 (7) Mark :

WALFORD

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. 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) Trade Mark No. 2,894.
 (2) Date of Receipt : May 16, 1923.
 (3) Applicant (Proprietor of the Trade Mark) : JAMES ALEXANDER HENDERSON, HERBERT JOSEPH HANSCOMB, and GEORGE KENNETH LOGAN, carrying on business under the name, style, and firm of HENDERSON & COMPANY, No. 19, Queen street, Fort, Colombo ; Merchants.
 (4) Address for service in the Island, if any :—
 (5) Class : Forty-two.
 (6) Goods : Tea.
 (7) Mark :

WESTERLY

Registrar-General's Office, L. W. C. SCHRADER,
 Colombo, June 6, 1923. Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE BRAMPTON TEA COMPANY, LIMITED.

1. The name of the Company is "THE BRAMPTON TEA COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
The objects for which the Company is to be established are—
 - (1) To purchase or otherwise acquire the Ettrick and Hiralouvah Estates, situate in the West Haputale District of the Island of Ceylon.
 - (2) To purchase, take on lease, or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company or any part thereof.
 - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others), tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say, planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (9) 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, or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire, and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire, and hold all live and dead stock, chattels, and effects required for the maintenance, and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute, to subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, 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.
 - (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
 - (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
 - (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
 - (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (17) 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 or book debts, or without any security at all.

- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, 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.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) 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.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone, or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable, estate, 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 (whether fully paid up or partly paid up), or in debentures, 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 as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures, or debenture stock, or obligations of any company or person, or partly one and partly any other.
- (29) 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.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the other "objects" specified in any one 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 Five hundred thousand Rupees (Rs. 500,000) divided into Nine thousand (9,000) cumulative preference shares of Ten Rupees (Rs. 10) each, and Forty-one thousand (41,000) ordinary shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. Such preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of 7½ per centum per annum on the capital for the time being paid up thereon and shall rank as regards return of capital in priority to the ordinary shares, but shall not confer the right to any further participation in profits or assets.

The shares forming the capital (original, increased, or reduced) of the Company, other than the said Nine thousand (9,000) cumulative preference shares, may be subdivided, consolidated, or divided into such classes, with any preferential, deferred, qualified, special, or other rights, privileges, or conditions, attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being or otherwise.

6. The rights for the time being attached to the said Nine thousand (9,000) preference shares may be modified and dealt with in manner provided in Articles 52 and 158 of the accompanying Articles of Association, but not otherwise, and those Articles shall be deemed to be incorporated herein and have effect accordingly.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. H. ATKINSON, Colombo	One
W. T. HICKS, Colombo	One
F. N. SUDLOW, Colombo	One
G. R. BACOT, Colombo	One
A. F. WALLACE TARRY, Colombo	One
H. H. KIRTON, Colombo	One
C. W. WALKER, Colombo	One
Total number of Shares taken ..	Seven

Witness to the above signatures at Colombo, this 25th day of May, 1923:

STANLEY F. DE SARAM,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE BRAMPTON TEA COMPANY, LIMITED.

It is agreed as follows:—

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

INTERPRETATION.

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

Company.—The word “Company” means “The Brampton Tea Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—“The Ordinance” means and includes “The Joint Stock Companies’ Ordinances, 1861 to 1918,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special Resolution.—“Special resolution” has the meaning assigned thereto by the Ordinance.

Extraordinary Resolution.—“Extraordinary resolution” means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.

These Presents.—“These presents” means and includes the Memorandum of Association and the Articles of Association of the Company from time to time in force.

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

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

Shareholder.—“Shareholder” means a Shareholder of the Company.

Presence or Present.—With regard to a Shareholder “presence or present” at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

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

Office.—“Office” means the registered office for the time being of the Company.

Seal.—“Seal” means the common seal for the time being of the Company.

Month.—“Month” means a calendar month.

Writing.—“Writing” means printed matter or print as well as writing.

Singular and Plural Number.—Words importing the singular number only include the plural, and *vice versa*.

Masculine and Feminine Gender.—Words importing the masculine gender only include the feminine, and *vice versa*.

BUSINESS.

5. *Commencement of Business.*—The Company may proceed to carry out the objects for which it is established and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

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

CAPITAL.

7. *Nominal Capital.*—The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000) divided into Nine thousand (9,000) cumulative preference shares of Ten Rupees (Rs. 10) each, and Forty-one thousand (41,000) ordinary shares of Ten Rupees (Rs. 10) each, and the said preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of 7½ per centum per annum on the capital for the time being paid up thereon, and the right in a winding up to payment off of capital and arrears of dividend whether declared or undeclared, up to the commencement of the winding up in priority to all other shares, but shall not confer any further rights to participate in profits or assets.

SHARES.

8. *Allotment and Issue.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any estates or lands or other property purchased or acquired by the Company without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

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

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

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

12. *Shares held by a Firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies, but not more than one partner may vote at a time.

13. *Shares held by two or more Persons not in Partnership.*—Shares may be registered in the names of two or more persons not in partnership.

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

15. *Survivor of Joint-holders, other than a Firm, only recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to or interest in such shares.

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

17. *Trust or any Interest in Share other than that of registered Holder or of any Person under Article 38 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 38 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

18. *Increase of Capital by Creation of new Shares.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct. Provided, however, that such new shares shall have no preferential rights over the Nine thousand (9,000) cumulative preferential shares in Article 7 above referred to.

19. *Issue of new Shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company shall direct ; and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting. Provided, however, that such new shares shall have no preferential rights over the Nine thousand (9,000) cumulative preference shares in Article 7 above referred to. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

22. *Reduction of Capital and Subdivision or Consolidation of Shares.*—The Company in General Meeting may by special resolution reduce the capital in such manner as such special resolution shall direct, and may by special resolution subdivide or consolidate the shares of the Company or any of them.

SHARE CERTIFICATES.

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

24. *Certificates to be under Seal of Company.*—The certificates of shares shall be issued under the seal of the Company.

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

26. *Certificate to be delivered to the First-named of Joint-holders not a Firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first-named on the register.

TRANSFER OF SHARES.

27. *Exercise of Rights.*—No person shall exercise any right of a Shareholder until his name shall have been entered in the register of Shareholders and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

28. *Transfer of Shares.*—Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

29. *No transfer to Minor or Person of Unsound Mind.*—No transfer of shares shall be made to a minor or person of unsound mind.

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

31. *Instrument of Transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise ; or to any person not approved by them.

33. *Not bound to state Reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

34. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

36. *Directors not bound to inquire as to Validity of Transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so enquiring, or do so enquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.

37. *Transfer Books when to be closed.*—The Transfer Books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also, when a dividend is declared, for the three days next ensuing the Meeting, also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

38. *Title to Shares of Deceased Holder.*—The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to shares of such Shareholder.

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 39 shall not, from any cause whatever, within 12 calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

42. (a) *If Call or Instalment be not paid, Notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

(d) *Shareholder still liable to pay Money owing at Time of Forfeiture.*—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

43. *Surrendered or forfeited Shares to be the Property of the Company, and may be sold, &c.*—Every share surrendered or so declared forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

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

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

(b) *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the

amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

48. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be paid to such Shareholder or his representatives.

49. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the Agent or Secretary or Agents or Secretaries that the power of sale given by Article 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

50. *Transfer on Sale how executed.*—Upon any such sale two of the Directors may execute a transfer of such share to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such shares.

PREFERENCE SHARES.

51. *Preference and Deferred Shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than the Nine thousand (9,000) cumulative preference shares referred to in Article 7 hereof, and any other shares previously issued with a preference or with each deferred rights as compared with any shares previously issued or then about to be issued or subject to any such conditions or provisions and with any such right or without any right of voting, and generally on such terms as the Company may, from time to time, by special resolution, determine.

52. *Modification of Rights and Consent thereto.*—If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes—

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent as aforesaid in any case in which but for this Article the object of the resolution could have been effected without it.

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

CALLS.

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

(b) *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article 121.

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

55. *Interest on Unpaid Call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this clause.

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

BORROWING POWERS.

57. *Power to Borrow.*—The Director shall have power from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations or otherwise; also from time to time, at their discretion, to borrow or raise from the Directors or other persons any sum or sums of money for the purpose of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the

sanction of a General Meeting, exceed the sum of One hundred thousand Rupees (Rs. 100,000). The Directors shall with the sanction of a General Meeting be entitled to borrow or raise such further sum or sums and at such rate of interest as such meetings shall determine. The Directors may, for the purpose of securing the re-payment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company, any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures, or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged, as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

59. *Subsequent General Meetings.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is prescribed, at such time and place as may be determined by the Directors.

60. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

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

62. *Requisition of Shareholders to state Object of Meeting; on Receipt of Requisition, Directors to call Meeting, and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

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

64. *Seven Days' Notice of Meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette* or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting.

65. *Business requiring and not requiring Notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors retiring in rotation, and to fix the remuneration of the auditors; and shall also be competent to enter upon, discuss, and transact any business whatever, of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

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

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their Absence or Refusal, a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the chair, then the Shareholders present shall choose one of their number to be Chairman.

70. *Business confined to Election of Chairman while Chair vacant.*—No business shall be discussed at any General Meeting, except the election of a Chairman whilst the chair is vacant.

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

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

VOTING AT MEETINGS.

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

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

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

76. *No Poll on Election of Chairman or on Question of Adjournment.*—No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment.

77. *Voting in Person or by Proxy or Attorney.*—Votes may be given either personally or by proxy or by attorney duly authorized.

78. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held by him up to ten shares; he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares; an additional vote for every twenty-five shares beyond the first one hundred shares. When voting on a resolution involving the sale of the Company's estates or any of them or any part or portion thereof or the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

80. *Non-Shareholder not to be appointed Proxy; but Attorney though not Shareholder may vote.*—No person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company.

81. *Shareholder in Arrear or not registered at least Three Months previous to the Meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

82. *Proxy to be printed or in Writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such appointor be a corporation, it shall be under the common seal of such corporation.

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

84. *Form of Proxy.*—Any instrument appointing a proxy may be in the following form:—

The Brampton Tea Company, Limited.

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

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

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

86. *No Shareholder to be prevented from Voting by being personally interested in Result.*—No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another, and if necessary enabling him or them to be placed on the Register of Shareholders.

88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees (Rs. 3,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Colonel Thomas Yates Wright of Shakerley estate, Kurunegala; Fredric Noel Sudlow of Colombo; and William Trevellick Hicks of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors; his or their Remuneration.*—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 Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or 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, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or 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.

91. *Appointment of Successors to Directors.*—The 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. 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 other Shareholder intending to propose him has, at least seven clear days before the meeting, left at the office a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder to propose him.

92. *Board may fill up Vacancies.*—The Board shall have power at any time and from time to time before the First Ordinary General Meeting to supply any vacancies in their number arising from death, resignation, or otherwise.

93. *Duration of office of Director appointed to vacancy.*—Any casual vacancy occurring in the number of Directors subsequent to the First Ordinary General Meeting may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

94. *To retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year, one of the Directors for the time being shall retire from office as provided in Article 95.

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second and Third General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

96. *Retiring Directors eligible for Re-election.*—Retiring Directors shall be eligible for re-election.

97. *Decision of Question as to Retirement.*—In case any question shall arise as to which of the Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

98. *Number of Directors how increased or reduced.*—The Directors, subject to the approval of a General Meeting, may from time to time at any time subsequent to the Second Ordinary General Meeting increase or reduce the number of Directors, and may also, subject to the like approval, determine in what rotation such increased or reduced number is to go out of office.

99. *If Election not made, retiring Directors to continue until next Meeting.*—If at any meeting at which an election of a Director ought to take place, the place of the 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.

100. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the office, or by tendering his written resignation at a meeting of the Directors.

101. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director, or with any company or co-partnership of which a Director is a partner, or of which he is a Director, Managing Director, or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement, or transaction by reason only of such Director holding that office, or of the fiduciary relation thereby established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors.

102. *When Office of Director to be vacated.*—The office of the Director shall be vacated—

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

Exceptions.—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company, of which he is a Director, or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors, of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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

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

105. *No Contribution to be required from Directors beyond Amount, if any, unpaid on their Shares.*—No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said Ettrick and Hiralouvah estates.

107. *To manage Business of Company and pay preliminary expenses, &c.*—The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and Secretary or Secretaries of the Company to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, or acquisition of the said Ettrick and Hiralouvah estates, and the purchase, lease, or acquisition of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

108. *To acquire Property, to appoint Officers, and pay expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable and without assigning any cause.

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

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

111. *To sell and dispose of Company's property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, lands, and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands or the sub-lease of the whole or any part or parts thereof to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

112. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of the Ordinance and of these presents and to such regulations and provisions (if any) as may, from time to time, be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any clause in these presents on the Directors shall not be limited by any clause conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by and against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares, and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

114. *Meeting of Directors.*—The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings as they may think fit, and determine the quorum necessary for the transaction of business; until otherwise determined, two Directors shall be a quorum.

115. *A Director may summon Meetings of Directors.*—A Director may at any time summon a meeting of Directors.

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

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

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

119. *Acts of Board or Committee valid notwithstanding informal Appointment.*—The acts of the Board or of any committee appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if every person had been duly appointed, provided the same be done before the discovery of the defect.

120. *Regulation of Proceedings of Committees.*—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.

121. *Resolution in Writing by all the Directors as valid as if passed at a Meeting of Directors.*—A resolution in writing signed by all the Directors for the time being resident in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted provided that not fewer than two Directors shall sign it.

122. *Minutes of Proceedings of the Company and the Directors to be recorded.*—The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *videlicet* :—

- (a) Of all appointments of officers and committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of the members of the committee appointed by the Board present at each meeting of the committee.
- (c) Of the resolutions and proceedings of all General Meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors and of the committees appointed by the Board.
- (e) Of all orders made by the Directors.
- (f) Of the use of the Company's seal.

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

COMPANY'S SEAL.

124. *The Use of the Seal.*—The Seal of the Company shall not be used or affixed to any deed, certificate of shares, or other instrument, except in the presence of two or more of the Directors or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and Secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing the firm name or firm name *per procuracionem* or signing for and on behalf of the said firm as such Agents and Secretaries, and in the event of a company registered under the Ordinance being the Agents and Secretaries, being signified by a Director or the Secretary or the duly authorized Attorney of such company signing for and on behalf of such company as Agents and Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Agents and Secretaries.

ACCOUNTS.

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

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

127. *Statement of Accounts and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up as at the end of the same period.

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

129. *Copy of Balance Sheet to be sent to Shareholders.*—A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

131. *Interim Dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

132. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may set aside out of the profits of the Company, such a sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit, or place the same on fixed deposit in any bank or banks.

133. *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises, or for the repair or renewal or extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

134. *Unpaid Interest or Dividend not to bear Interest.*—Unpaid interest or dividend or bonus shall ever bear interest against the Company.

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

136. *Directors may deduct Debt from the Dividends.*—The Directors may deduct from the dividend or bonus payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

137. *Dividends may be paid by Cheque or Warrant and sent through the Post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

138. *Notice of Dividend: forfeiture of unclaimed Dividend.*—Notice of all dividends or bonuses to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this clause any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's Bankers for payment within 3 years shall rank as unclaimed dividends.

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

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

AUDIT.

141. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet and profit and loss account ascertained by one or more auditor or auditors.

142. *Qualification of Auditors.*—No person shall be eligible as an auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an auditor.

143. *Appointment and retirement of Auditors.*—The Directors shall appoint the first auditor or auditors of the Company and fix his or their remuneration; all future auditors, except as is hereinafter mentioned, shall be appointed at the First Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the First Ordinary General Meeting after their respective appointment, or until otherwise ordered by a General Meeting.

144. *Retiring Auditors eligible for re-election.*—Retiring auditors shall be eligible for re-election.

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

146. *Casual Vacancy in Number of Auditors how filled up.*—If any vacancy that may occur in the office of Auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting), fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

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

148. *Company's Accounts to be open to Auditors for Audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be opened to the Auditors for the purpose of audit.

NOTICES.

149. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or other persons appointed by the Board to do so.

150. *Shareholders to register Address.*—Every Shareholder shall furnish the Company with an address in Ceylon, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

151. *Service of Notices.*—A notice may be served by the Company upon any Shareholder, either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agent or Secretary or Agents or Secretaries of the Company, their own or some other address in Ceylon.

152. *Notice to Joint-holders of Shares other than a Firm.*—All notices directed to be given to Shareholders shall, with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of such persons, and notice so given shall be sufficient notice to all the holders of such shares.

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

154. *Non-resident Shareholders must register Addresses in Ceylon.*—Every Shareholder resident out of Ceylon shall name and register in the books of the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notice.

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

ARBITRATION.

155. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

158. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied first in repaying to the holders of the preference shares (if any) the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise, in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

159. *Payment in Specie, and vesting in Trustees.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 25th day of May, 1923.

W. H. ATKINSON.
W. T. HICKS.
F. N. SUDLOW.
G. R. BACOT.
A. F. WALLACE TARRY.
H. H. KIRTON.
C. W. WALKER.

Witness to the above signatures :

STANLEY F. DE SARAM,
Proctor, Supreme Court, Colombo.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF THE THOLPURAM-MOOLAI INDUSTRIAL & AGRICULTURAL COMPANY, LIMITED.

1. The name of the Company is "THE THOLPURAM-MOOLAI INDUSTRIAL & AGRICULTURAL COMPANY, LIMITED."
2. The registered office of the Company is to be established at Tholpuram, Jaffna.
3. The objects for which the Company is established are—
 - (a) To carry on in the Island of Ceylon or in any other place or country the business of spinning, weaving, and manufacturing all kinds of cotton, silk, or other textile fabric.
 - (b) To carry on trade in all kinds of industrial and agricultural products and foodstuffs, and to import and export all kinds of goods, merchandise, or things as the Directors may deem desirable.

- (c) To acquire by purchase, lease, or otherwise any land or lands or any share or shares thereof, and any buildings, machinery, implements, tools, live and dead stock, stores or other properties movable or immovable, and to erect or construct any factories, machinery, buildings or stores.
- (d) To open, clear, plant, cultivate or develop any land or lands, and grow and produce all kinds of grains and food-stuffs, and other agricultural products.
- (e) To buy, sell, warehouse, transport, ship, and deal in all kinds of goods and wares.
- (f) To enter into any agreement or agreements with Government or other authorities, and to obtain rights, privileges, and concessions.
- (g) To draw, make, endorse, or accept bills of lading, warrants, bills of exchange, promissory notes, or negotiable instruments for purposes of the Company.
- (h) To make all kinds of contracts with reference to the lands and property of the Company in the same manner as any individual owner who might have absolute right to such land or property might contract with reference thereto.
- (i) To borrow money on the mortgage or security of the Company's lands and property or on simple contract.
- (j) To enter into partnership or any arrangement for sharing profits, union of interest, reciprocal concessions, amalgamation or co-operation with any other person, corporation, or company carrying on or about to carry on or engage in any business or transaction capable of being conducted, so as to directly or indirectly benefit this Company, and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the properties, rights, and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- k) And to do all such other things as shall be incidental or conducive to the attainment of the objects of this Company, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "company" includes companies or corporation, 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 in reference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000) divided into Twenty thousand (20,000) shares of Five Rupees (Rs. 5) each, with power to increase or reduce the capital.

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 Shareholders.	Number of Shares.
1. V. SANMOGAM (landed proprietor and pensioner), Moolai, Pandatteruppu	Two hundred
2. K. VALLUPPILLAI (landed proprietor), Tholpuram, Pandatteruppu ..	Fifty
3. C. CANDAYAH (Manager, Sivite School), Moolai, Pandatteruppu ..	Fifty
4. M. CHELLAPPAH (landed proprietor and pensioner), Tholpuram, Pandatteruppu	One hundred
5. S. SINNATAMBY, Moolai, Pandatteruppu ..	Fifty
6. S. SINNADURAI (landed proprietor), Tholpuram, Pandatteruppu ..	One hundred
7. CHELLAPPAH MURUKASOO, Tholpuram, Pandatteruppu ..	Ten
8. A. SRINEWASA (contractor), Tholpuram, Pandatteruppu ..	Two hundred
9. M. VAITILINGAM (pensioner), Tholpuram, Pandatteruppu ..	Two hundred
10. S. NARASINGHAM (contractor), Moolai, Pandatteruppu ..	Fifty
11. K. NAVARATNAM, Tholpuram, Pandatteruppu ..	Two hundred
Total number of Shares taken ..	One thousand Two hundred and Ten.

Witness to the above signatures at Tholpuram, this Eighth day of January, 1923:

P. CANAPATHY PILLAY,
Proctor, Supreme Court, Vaddukkoddai.

ARTICLES OF ASSOCIATION OF THE THOLPURAM-MOOLAI INDUSTRIAL & AGRICULTURAL COMPANY, LIMITED.

It is agreed as follows:—

1. The regulations contained in Table C in the Schedule annexed to "The Joint Stock Companies Ordinance of 1861" shall apply to this Company, subject to the provisions contained in the next succeeding section 2 herein.
2. The Company may, by special resolution, alter and make provisions instead of, or in addition to, any or all of the regulations of the Company, whether mentioned in the Table C or comprised in these Articles or not.

3. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000) divided into Twenty thousand (20,000) shares of Five Rupees (Rs. 5) each, with power to increase or reduce the capital. Of the full amount of Rupees Five (Rs. 5) a sum of One Rupee and Twenty-five cents (Rs. 1.25) shall be paid on application, a further sum of One Rupee and Twenty-five cents (Rs. 1.25) shall be paid on allotment, and the balance amount of Two Rupees and Fifty cents (Rs. 2.50) shall be paid in such instalments as the Directors may determine.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed these names at Tholpuram, this 8th day of January, 1923.

V. SANMOGAM.
K. VALLUPPILLAI.
C. CANDAYAH.
M. CHELLAPPAH.
S. SINNATAMBY.
S. SINNADURAI.
CHELLAPPAH MURUKASOO.
A. SRINEWASA.
M. VAITILINGAM.
S. NARASINGHAM.
K. NAVARATNAM.

Witness to the above signatures :

P. CANAPATHY PILLAY,
Proctor, Supreme Court, Vaddukkeddai.

[Third Publication.]

Brown & Company, Limited.

NOTICE is hereby given that an Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, Chatham street, Fort, Colombo, on Saturday, June 16, 1923, at 12 noon.

Business.

- (1) To receive the report of the Directors and the accounts for the year ended March 31, 1923.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint Auditors.
- (5) To transact any other business that may be properly brought before the Meeting.

The Transfer Books of the Company will be closed from June 6 to June 16, both days inclusive.

Any Shareholder unable to attend this Meeting may appoint a Shareholder to act as his proxy, a legal form (which must be deposited duly executed at the registered office of the Company by Friday, June 15, before 12 noon) may be obtained from the undersigned on application.

Colombo, June 4, 1923.

T. BLACK,
Secretary.

The Rambode Tea Syndicate, Limited (in Liquidation).

NOTICE is hereby given that the Final Meeting of the Shareholders of the above-named Company will be held at the offices of Messrs. MacDermott & Company, Lloyd's building, Fort, Colombo, on Monday, July 9, 1923, at 12 noon, for the following purposes:—

To receive and consider the report of the liquidator and the accounts of the liquidation, and to pass a resolution adopting them.

To pass a resolution that the affairs of the Company have been fairly and fully wound up.

Colombo, June 6, 1923.

R. FORD,
Liquidator.

Auction Sale of Jewellery.

D. C. No. 5,523 T.

WE are instructed by the District Court of Galle to offer for sale by public auction at our rooms on Friday, June 29, 1923, at 3 P.M., valuable jewellery consisting of a gold necklace, a ring, a brooch, and 5 studs, all set with brilliants, and a pair of gold bangles, set with pearls, &c.; some other lots of jewellery will be offered for sale at the same time.

4, Baillie street, Fort,
Phone 289.

A. Y. DANIEL & SON,
Auctioneers and Brokers.

Auction Sale under Mortgage Decree.

House Property at Church street, Slave Island,
D. C., Colombo, No. 5,428.

BY virtue of commission issued to us, we shall sell following property on Monday, July 2, 1923, at 5 P.M. at the spot:—

The two contiguous allotments of land, with the building thereon, bearing assessment Nos. 27¹, 27², 27³, 81¹, 81², and 81³, situated along Church street in Slave Island, within the Municipality and District of Colombo, Western Province; and bounded on the north by premises bearing assessment No. 28 of Sergeant Amat, east and south by Church street, and west by premises bearing assessment No. 80 of Manampulle; containing in extent 9 41/100 perches.

For deeds, &c., apply to Messrs. Wilson & Kadirgamar, Colombo.

Phone No. 733.

JENSEN & Co.,
Auctioneers and Brokers.

Auction Sale under Mortgage Decree.

Property at Gangodawila, close to the Nugegoda Railway Station, D. C., Colombo, No. 5,123.

BY virtue of commission issued to me, I shall sell the following properties on Friday, June 29, 1923, at 5 P.M., at the spot:— All those lots marked A, B, and C, the plan thereof dated March 27, 1905, made by H. C. Licensed Surveyor and Leveller, of all those three contiguous allotments of land called Kahatagahawatta, Bakmi-kumbura with the owita ground attached thereto, in Pelengahawatta, situated at Gangodawila, in the Pallepattu of Salpiti korale, in the District of Colombo, Western Province, which said lots are separately bounded as follows: lot marked A is bounded on the north by Kahatagahawatta of H. Don Davith and others and Bakmighahawatta, D. Don Bastian, east by Bakmighahawatta of D. Don Bastian and Bakmighakumbura marked letter B, south by Hik-gahawatta of M. Don Podi Sinno and Kahatagahawatta of K. Don Carolis Appuhamy, and on the west by high road from Dehiwala to Kotta, and containing in extent 2 roods and 30 perches; lot marked B, is bounded on the north by Bakmighahawatta of D. Don Bastian, east by Pelengahawatta marked letter C, south by Paragahawatta belonging to L. Dona Selestinahamy and Hikgahawatta of M. Don Podi Sinno and others, and on the west by Kahatagahawatta marked letter A, and containing in extent 2 roods and 24 perches; and lot marked C is bounded on the north by Gorakagahawatta belonging to D. P. Weerasinghe and A. Don Baron and others, east by the roadway from Mirihena and Goragahawatta of Don Carolis Taleratne and others, south by a part of the same land marked letter D allotted to the first defendant in partition case No. 20,855, District Court, Colombo, and west by Bakmighahawatta of

D. Don Bastian and Bahmighakumbura of H. Don Davith and others; and containing in extent 2 acres 2 roods and 38 perches, together with all rights, privileges, easements servitudes, and appurtenances whatsoever to the said premises belonging or usually held, occupied, used, or enjoyed therewith, and all the estate, right, title, interest, property, claim, and demand whatsoever of the 1st defendant into, out of, or upon the same, specially and primarily mortgaged by bond No. 5,564 dated December 21, 1920, and attested by G. A. F. Senewiratne of Colombo, Notary Public, be and the same is hereby declared bound and executable for the said sum of Rs. 5,000, interest, and costs of suit.

Further particulars see *Government Gazette* of June 8, 1923. For deeds, &c., apply to Messrs. de Vos & Gratian, Colombo.

Phone 732

JENSEN & Co.,
Auctioneers and Brokers.

Auction Sale under Mortgage Decree.

Valuable House Property bearing Assessment Nos. 4 and 5, situated at Alston Scott's road, Hunupitiya, Colombo.

UNDER and by virtue of the commission issued to me in case No. 4,731 of the District Court of Colombo, I shall sell by public auction on Friday, June 29, 1923, at 5.30 P.M. at the spot:—

An allotment of land lot marked No. 3, with the buildings standing thereon, being $\frac{1}{2}$ of $\frac{1}{2}$ in and from that garden bearing assessment Nos. 4 and 5, situated at Hunupitiya road and Alston Scott's road, Colombo; containing in extent 6 $\frac{101}{625}$ perches.

An allotment of land lot marked No. 4, with the buildings standing thereon, being $\frac{1}{2}$ of $\frac{1}{2}$ in and from that garden bearing assessment Nos. 4 and 5, situated at Hunupitiya road and Alston Scott's road, aforesaid; containing in extent 6 $\frac{101}{625}$ perches, which said two allotments of land lot marked Nos. 3 and 4 adjoin each other and now form one property bearing assessment Nos. 5 D and E being part of the garden, situated at Alston Scott's road, Hunupitiya, Colombo; containing in extent 12 $\frac{7}{10}$ perches.

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

H. D. JOHN PIERIS,
Auctioneer and Broker.

No. 8, Hulftsdorp street, Colombo.

Auction Sale.

A Valuable Residential Property at Malwal called and known as the Topperside Villa, bearing Assessment No. 81, containing in extent 38 square perches and 73/100 of a perch, together with the Buildings standing thereon.

UNDER mortgage decree in case No. 3,553/21 of the District Court, Colombo, on Saturday, June 30, 1923, at 4.30 P.M., at the spot.

Particulars from John Leopold Perera, Esq., Proctor, Supreme Court.

A. V. PERERA,
Auctioneer and Broker.
115, Hulftsdorp, Colombo.

Auction Sale under Primary Mortgage Decree.

Valuable Properties at Station Passage and Wekande, Slave Island, Colombo.

UNDER and by virtue of the commission issued to me in case No. 7,930, D. C., Colombo, I shall sell by public auction on Saturday, June 30, 1923, at the respective spot:—

At 4.30 P.M.

(1) All that part of a garden marked No. 3 in the plan thereof, with the buildings thereon, bearing at present assessment No. 9, situated and lying at Station Passage, Slave Island, Colombo, containing in extent 19 $\frac{1}{4}$ square perches.

At 5 P.M.

(2) All that house and garden bearing assessment No. 6, situated at Wekande, Slave Island, Colombo, containing in extent 39 square perches.

The premises bring in an excellent income. Further particulars from F. Rustomjee, Esq., Proctor, Supreme Court, and Notary, Colombo, or—

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

No. 119, Hulftsdorp street, Colombo.
Phone No. 1,441.

Auction Sale under Mortgage Decree.

In the District Court of Kalutara.

No. 8,806.

UNDER and by virtue of the decree entered in the above case in favour of the plaintiff against the defendants, and by virtue of the order to sell issued to me I shall sell by public auction on Saturday, June 23, 1923, at 2 P.M., at the spot, the following premises declared bound and executable for the recovery of the sum of Rs. 1,562.50, and further interest, and costs, viz:—

1. An undivided $\frac{1}{2}$ share of the soil and of all the trees of the land called Dodanghapitiyawatta, situated at Deenagoda, containing in extent 1 rood and 4 perches.

2. An undivided $\frac{1}{20}$ share of the soil and of all the remaining trees excluding the planter's share of the trees of the land called Bakingahadeniya alias Kekillagahadeniya, situated at Deenagoda, containing in extent 7 acres 1 rood and 10 perches.

3. An undivided $\frac{1}{2}$ share of the soil and of all the trees of the land called Pokunabodawatta, situated at Deenagoda; containing in extent 3 roods and 2 $\frac{1}{2}$ perches.

4. An undivided $\frac{1}{2}$ share of the soil and of all the remaining trees excluding the planter's share of the second plantation of the land called Tandapputtaram, situated at Deenagoda, containing in extent 1 acre 1 rood and 25 perches.

5. An undivided $\frac{2}{9}$ share of the soil and of all the trees of the land called Mudaliyankurudawatta, situated at Deenagoda, containing in extent 1 rood and 4 perches and the tiled bungalow standing thereon.

6. An undivided $\frac{1}{2}$ share of the soil and of all the remaining trees excluding the planter's share of the trees of a portion of Kamatuhenewatta, situated at Deenagoda, containing in extent about 1 rood.

For further particulars please apply to A. D. de Fonseka, Esq., Proctor, Supreme Court, and Notary Public, or to me, the Auctioneer—

B. A. PERERA,
Kalutara, February 1, 1923. Auctioneer and Broker.

Auction Sale.

UNDER instructions from the administrators and with the leave of court in testamentary case No. 1,457 of the District Court of Kalutara, I shall sell by public auction at the respective spots on Monday, June 11, 1923, commencing at 10 A.M., the following property, to wit:—

(1) An undivided $\frac{1}{2}$ part of the soil and of all the trees and plantations of the garden called Oosinagawatta, situated at Pohaddaramulla, containing in extent about 1 acre.

(2) Undivided $\frac{1}{2}$ part of the soil and of all the trees and plantations of the allotment of land called Bulugahawatta at ditto, in extent about 2 roods.

(3) The entire soil and of all the trees and plantations of the allotment of land called Bulugahawatta at ditto, in extent about 1 rood, together with the tiled house standing thereon.

(4) 19/30 parts of the soil and of all the trees and plantations of the land called Higgahawatta at ditto, in extent about 1 acre.

(5) The entire soil and of all the trees and plantations of the garden called Medawatta, situated at Deldoowa, in extent 5 acres and 2 roods.

(6) Undivided $\frac{1}{9}$ share of the soil and of all the trees and plantations and of all buildings standing on the allotment of land called Gorakagahawatta, situated at Pohaddaramulla, in extent about 4 roods.

Further particulars can be had from L. O. K. Goonetilleke, Esq., Proctor, Supreme Court, and Notary Public of Welapura, Kalutara, or from me—

D. M. D. S. A. GUNERATNE,
Licensed Auctioneer and Commissioner.
Kalutara May 15, 1923.

Auction Sale.

UNDER and by virtue of the decree entered in case No. 9,921, D. C., Kalutara, and the order to sell issued to me, I shall put up for sale by public auction on Saturday, June 23, 1923, at 11 A.M., at the spot—

All those undivided $\frac{1}{2}$ parts or shares of the land called Labuwehena alias Okandawatta and on the tiled house standing thereon, situated at Pahala Karannagoda in Gangaboda pattu of Pasduv korale east, in the District of Kalutara, Western Province, and containing in extent 3 acres 1 rood and 36 perches.

For further particulars please apply to Messrs. Fernando & Fernando, Proctors and Notaries, Panadure, or to me—

H. THOMASZ FERNANDO,
Auctioneer and Broker.
Panadure, June 5, 1923.

Auction Sale under Mortgage Decree.

In the Court of Requests of Negombo.
Walgama Ransinghe Aratchige Kirinelis Appu of Kosinna in Sivane Korale Plaintiff.
No. 30,478. Vs.

Kahatapitigamage Sidoris Appu of Welikada in Ragam pattu of Alutkuru korale Defendant.

UNDER and by virtue of the decree entered in the above-styled case on March 16, 1923, and the order to sell thereunder issued to me, it is hereby notified that I shall sell by public auction at the spot on Saturday, June 23, 1923, at 3 P.M. sharp for the recovery of the sum of Rs. 200, with interest thereon at the rate of 9 per cent. per annum from November 13, 1923, till payment in full, and costs of suit, the following property, to wit:—

An undivided $\frac{1}{2}$ part or share of the field called Godakumbura Hariandaidama, situated at Welikada in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province; bounded on the north by the boundary dam of the field of Pinhamy, east by Depa-ela, south by the limitary dam of the field of Hendappu and the field of Thepanis Appu, on the west by the limitary dam of Etambagahakumbura; containing in extent about 3 bushels of paddy sowing ground.

For further particulars please apply to T. Quentin Fernando, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or to me—

K. H. PERERA,
Licensed Auctioneer.
Negombo, May 30, 1923.

Auction Sale.

3 Valuable Property at Ekala in Colombo District.
In the District Court of Negombo.
Awanna Runa Kana Runa Sorawana Palle of Negombo Plaintiff
No. 15,444. Vs.

(1) Karthiges Perera Munasinghe Abeyasekara Appuhamy, (2) Podisingno Perera Munasinghe Abeyasekara Appuhamy, (3) Don Gabriel Perera Goonawardana, Police Headman, all of Ekala, ... Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 560, with interest, and costs of suit, we shall sell by public auction at the spot at 10 A.M. on Saturday, June 30, 1923, the under-mentioned property mortgaged by bond No. 1,242 dated February 10, 1921, attested by S. K. Wijeratnam, Notary Public, as primary mortgage, to wit:—

The undivided $\frac{1}{7}$ share of the land called Alubogahawatukebella, situated at Ekala in Ragam pattu of Alutkuru korale, in the District of Colombo; bounded on the north by the garden of John Appuhamy and others and ditch, east by Mahametiawela, south by lands of the late Hettitantirige Paulu Appuhamy and Amaris Appuhamy, and on the west by the large land called Ekalakurunduwatta; containing in extent about 13 acres and the buildings standing thereon.

For further particulars apply to C. Yogaratnam, Esq., Proctor and Notary, Negombo, or to—

K. L. PEREIRA & SON,
Auctioneers.
Negombo, May 10, 1923.

Auction Sale.

In the Court of Requests of Negombo.
Rawanna Mana Nana Rawanna Mana Ramadasen Chetty of Negombo Plaintiff
No. 30,572. Vs.
Malnaidelage Saviel Fernando of 4th Division, Kurana, in Negombo Defendant.

UNDER decree in the above case and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell by public auction at the respective spots on Tuesday, July 3, 1923, the under-mentioned properties mortgaged by bond No. 138 dated January 14, 1921, and attested by P. W. R. Pathiraja, Notary Public, as primary mortgage, to wit:—

At 4 P.M.

1. The portion marked letter "A" of the land called Madangahawatta, situated at Kurana or 2nd Division, Kurana, within the Gravets and in the District of Negombo, in extent 24 $\frac{6}{10}$ perches.

At 40.30 P.M.

2. The portion marked letter "B" of the land called Madangahawatta, situated at Kurana or 2nd Division, Kurana, aforesaid, in extent 12 $\frac{3}{10}$ perches.

For further particulars please apply to S. K. Wijayarajam, Esq., Proctor, Supreme Court, and Notary Public, or to me—

C. M. LETTAN,
Auctioneer.
Negombo, June 4, 1923.

Auction Sale.

Property at Muthana.

UNDER decree in case No. 15,479, D. C., Negombo entered in favour of the plaintiff K. K. R. R. M. Kristnan Chetty of Kochchikade, against the defendant Hettiaratchige Dona Rosalina Samaranyaka of Nainamadama, as administratrix of the intestate estate of the late Kalubovilage Don Miguel Appuhamy, deceased, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, less Rs. 224.10, we shall sell the under-mentioned property mortgaged by bond No. 27,002, dated May 31, 1920, and attested by D. M. Karunaratna, Notary, by public auction at the spot at 4 P.M. on Friday, July 6, 1923.

The Kongaha or Kosgahawatta, situate at Muthana in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province; is bounded on the north by the land now of Kalubovilage Don Gabriel Appuhamy, east by lands now of Kalubovilage Don Gabriel Appuhamy and Sirimana-aratchige Elaris Dariju Appuhamy, south by land of Sirimana-aratchige Elaris Dariju Appuhamy, and land of Sylvestrige Don Juan Silva's estate, and west by land of the estate of Sylvestrige Don Juan Silva and land of Jayawardena-aratchige Dona Isabel Martis and Jayawardena-aratchige Dona Eugina Martis Hamine; in extent about 3 roods and perches. This land and plantations and all appurtenances thereof.

Further particulars from S. K. Wijeratnam, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or—

M. P. KURERA & Co.,
Auctioneers.
Negombo, June 5, 1923.

Auction Sale.

Properties at Loluagoda, Mulyyia, Katana, and Kongodamulla, in the District of Negombo.

UNDER and by virtue of the commission issued to us from the District Court of Negombo in entail case No. 20, we shall sell the under-mentioned properties by public auction at the respective spots on Tuesday, July 10, 1923, viz.:—

At 10.30 A.M.

1. The land called Neyadagalumukalana, situate at Loluagoda in Udukaha pattu of Hapitigam korale, in the District of Negombo, containing in extent 116 acres and 3 roods. Of this land the undivided $\frac{1}{2}$ share of the undivided

2/12 shares or the undivided 1/24 share thereof being subject to the life-interest of Sembukutti-aratchige Ana Silva, Hamine and Ranaweera-aratchige Don Juan Appuhamy, wife and husband.

At 2.30 P.M.

2. The northern half share of the garden formed of three contiguous lots called Thalghawatta or Kekul-yapayagawatta, Kajugahawatta, and Thalghawatta, situate at Mulyaya in Dunagaha pattu of Alutkuru korale, in the District of Negombo, containing in extent 7 acres 1 rood and 24 perches. Of this land the undivided half share.

At 3.30 P.M.

3. The land called Bulugahawatta, situate at Katana in Dunagaha pattu aforesaid, containing in extent 2 acres 3 roods and 12 perches. Of this land the undivided half share.

At 4.30 P.M.

4. The field called Manewa, situate at Kongodamulla in Dunagaha pattu aforesaid, containing in extent about 8 perches of paddy sowing ground.

For further particulars please apply to T. Ranasingha, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Auctioneers.

Negombo, June 5, 1923.

Auction Sale under Mortgage Decree.

Valuable Houses in Gampola Town in D. C., Kandy,
Case No. 30,505.

UNDER instructions received from the plaintiff in the above case, and under and by virtue of the authority of the said court, I shall sell by public auction at the respective spots on Saturday, June 30, 1923, commencing from 10.30 P.M. the premises following, to wit:—

1. All that allotment of land No. 24, with the buildings and everything thereon, situated at Kadugannawa road, Gampola, in Kandy District, in extent 2 roods and 1 perch.
2. All that piece of land, with the buildings standing thereon being lot No. 23, presently bearing assessment No. 40, situated at Malabar street, and assessment No. 24, Kadugannawa street, Gampola.

For further particulars please apply to Walter Beven, Esq., Proctor and Notary, Kandy, or to me—

A. E. DAVID,
Auctioneer.

6, Palace Square, Kandy.

Auction Sale.

Valuable Properties in Kahatapitiya in Gampola.

UNDER mortgage decree in D. C. (Kandy) case No. 30,503, entered in favour of the plaintiff Mr. G. Mitchell of Nawalapitiya, against the defendants S. M. L. Meera Lebbe and another of Gampola, I shall sell by public auction at the respective spots, commencing at 2 P.M., on Saturday, June 30, 1923, the following properties, situated at Kahatapitiya, in Gangapahala korale, Udawalata, Kandy District:—

1. All that northern portion of 12½ laha paddy sowing extent of all those adjoining fields called Kojambuldeniya, Talaghamulakumbura, and Korairbuldenyakumbura, of about 1 amunam paddy sowing extent in the whole, situate at Illawatura in Kahatapitiya.
2. The divided portion of Kolandalebbegawatta, in extent 29 feet along the high road which forms the western boundary and 42 feet along the eastern boundary in width and 140 feet in length, with the buildings and everything thereon, bearing assessment No. 121, situate at Kahatapitiya.
3. An undivided ½ share of all that divided eastern portion of two pelas paddy sowing extent out of Immedde alias Pinbeddehena.
4. An undivided ½ share of Polgampolatenneparanakopiewatta alias Pinbedda, about 7 amunams paddy sowing extent or 29 acres 3 roods and 6 perches.

5. An undivided ½ share of all that divided eastern 1 amunam paddy sowing extent of Polgampolatenne alias Paranakopiewatta, situate at Kahatapitiya and Unambuwa.

6. An undivided ½ share of Pinkelle, about 1 amunam paddy sowing extent.

The aforesaid 3rd, 4th, 5th, and 6th lands adjoin each other and form one property.

For further particulars apply to Messrs. Jonklaas & de Vos, Proctors and Notaries, Gampola, or to—

A. R. WICKREMESAKERE,
No. 8, Cross street, Kandy. Auctioneer.

Auction Sale.

In the District Court of Kandy.

George Bemelmans Plaintiff.
No. 30,586. Vs. J. R. Holloway Defendant.

UNDER decree in the above case and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned property mortgaged by bond No. 2,009 dated March 12, 1919, and attested by F. L. Goonewardana, Notary Public, as a primary mortgage by public auction at the spot at 2.15 P.M., on Saturday, June 30, 1923, viz—

The western 6 acres 3 roods and 2 perches out of the land called Kaludewala Kapiwatta of 22 acres 3 roods and 11 perches in extent, situate at Kaludewala in Kohonsiya pattu of Matale South, Central Province.

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

Amount of decree Rs. 8,607.38, with legal interest, and costs of suit.

For further particulars apply to F. L. Goonewardana, Esq., Proctor, Kandy, or to—

B. R. PERERA & Co.,
Auctioneers, Matale.

Auction Sale.

In the District Court of Galle.

Warusavitarana Daniel de Silva of Welikadamulla in Balapitiya Substituted Plaintiff.
No. 19,146. Vs. (1) Jasentulyana Igoris de Silva, (2) Jasentulyana Alice Nona and (3) Kanfanitara Edward de Silva, both of Vilegoda Defendants.

BY virtue of commission issued to me in the above case to recover the sum of Rs. 2,750 being the aggregate amount of the principal and interest and costs of suit, I will sell by public auction on June 28, 1923, commencing at 2 P.M., at the spot, the following property, to wit:—

1. All the soil and trees of the ½ portion defined as lot A, in terms of partition deed No. 1,780 dated December 25, 1900, attested by D. D. Jayasundara, Notary Public of Wellaboda pattu; bounded on the north by Batuwanhena-kanda said to belong to Crown and Kohilagalakandahena, east by Kohilagalakandehena said to belong to Crown and the land appearing in plan No. 163,074, south by ½ portion of the same land and defined as lot B, west by Igalkandakele said to belong to Crown and Gulanehenakanda; containing in extent 21 acres 1 rood and 16 perches of the land called Igalkandakele, situated at Igala in Bentara-Walallawiti korale; bounded on the north by Batuwanhena-kanda and Kohilagalakandahena said to belong to Crown and Gulanehenadeniya, the land appearing in plan No. 163,074 and strip of land reserved along Gulanehenakanda stream and Harakmulekumbura said to belong to U. Gamarala, south by lands appearing in plans Nos. 168,339 and 113,970, west by Igalkandakele said to belong to Crown and Gulanehenakanda; containing in extent 42 acres 2 roods and 32 perches.

For further particulars please apply to Geo. Ranasooriya Esq., Proctor, Supreme Court, and Notary Public, or to me—

H. R. M. JAYASEKERE,
Galle, June 1, 1923. Auctioneer.

Auction Sale.*Land at Mannar, in the District of Jaffna.*

UNDER decree in case No. 16,966, D. C., Jaffna, entered in favour of the plaintiff Ponnammah, widow of Saravanamuttu of Chuthumalai, against the defendant Daniel Murugesu Chelliah of Goleanda estate, Selangor, F. M. S., and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned land by public auction on Saturday, June 30, 1923, at 4 P.M. at the spot.

Land situated at Mannar called Ayilnintaollai and Anaivilunthan, in extent 13 lachams varagu culture and 9 kulies, of this an extent of 6 lachams varagu culture and 13½ kulies, on the east together with plantations and other appurtenances thereunto belonging; is bounded on the east by lane, on the north by land and the property of Chitevipillai, wife of Sathasivam, on the west by the property of William Vinasithamby Nallathamby, and on the south by road.

Jaffna, May 30, 1923.

B. EMMANUEL,
Commissioner.**Auction Sale under Mortgage Decree.**

In the District Court of Trincomalee.

Murugupillai Rasalingam of Division No. 6, Trincomalee Plaintiff
No. 955. Vs.
Class IV.

(1) Seynulapideen Seyadu Muhammadu and his wife Paththumma Beebee both of Periyakinniya. Defendants.

UNDER and by virtue of a decree entered in the above case on March 23, 1923, and a commission issued to me on May 22, 1923, I shall put up for sale by public auction at the Village Tribunal Court at Tamblegam on Saturday, July 7, 1923, commencing at 2 P.M., the under-mentioned property, subject to conditions which will be read out at the sale:—

Property referred to.

An undivided ½ share of all that field called Nedumkarachee, bearing lot No. 6,667, situate at Tamblegam; bounded in its entirety on the north by lots bearing Nos. 6,666 and 6,666½ in P. P. 606 and Crown land, on the east by Crown land, on the south by land bearing No. 194,467, and on the west by Crown land; containing in extent 16 acres 1 rood and 20 perches.

N.B.—Intending purchasers may inspect the land before the date of sale.

Trincomalee, June 1, 1923.

M. SUBRAMANIAM,
Auctioneer.**Auction Sale under Mortgage Decree.**

In the District Court of Trincomalee.

Murugupillai Rasalingam of Division No. 6, Trincomalee Plaintiff
No. 953. Vs.
Class IV.

Arampu Kanapathipillai of Nayanmathidal in Tamblegam Defendant.

UNDER and by virtue of a decree entered in the above case on March 23, 1923, and a commission issued to

me on May 30, 1923, I shall put up for sale by public auction at the spot on Saturday, July 14, 1923, commencing at 2 P.M., the under-mentioned properties, subject to conditions which will be read out at the sale:—

Properties referred to.

All that field called Somunthiriyaiadvayal or Vanthandikeethuchenai, bearing lot No. 4,445/1,331, situated at Tamblegam; and bounded on the north by land appearing in T. P. 235,750 and Crown land, on the east and south by Crown land, on the west by land appearing in T. P. 310,598; in extent 6 acres and 25 perches.

2. All that field called Vanthandikeethuchenai, bearing lot No. 4,092/94,819, situated at Tamblegam; bounded on the north by road and lot No. 1236 appearing in P. P. 676 and lands mentioned in T. Ps. 267,441 and 235,750, on the east by lot No. 1,331 appearing in P. P. 4,445, and on the south and west by Crown land; in extent 4 acres 1 rood and 5 perches.

N.B.—Intending purchasers may inspect the land at any time before the sale.

Trincomalee, June 1, 1923.

M. SUBRAMANIAM,
Auctioneer.**Auction Sale under Mortgage Decree.**

In the District Court of Trincomalee.

Murugupillai Rasalingam of Division No. 6, Trincomalee Plaintiff
No. 954. Vs.
Class IV.

Arampu Kanapathipillai of Nayanmathidal in Tamblegam Defendant.

UNDER and by virtue of a decree entered in the above case on March 23, 1923, and a commission issued to me on May 30, 1923, I shall put up for sale by public auction at the spot on Saturday, July 14, 1923, commencing at 4 P.M., the under-mentioned property, subject to conditions which will be read out at the sale:—

Property referred to.

An allotment of land called Vaddavanathuvadichchal and Vaddavanathukerni, situated at Tamblegam; bounded on the north by T. P. 310,598 and T. P. 311,465 and Vaddavanathuvadichchal said to be Crown, south by land said to be Crown and reservation along the road, east by Vaddavanathuvadichchal said to be Crown and Palampota-aru, on the west by reservation along the road; in extent, exclusive of Palampota-aru passing through the land, 14 acres 2 roods and 6 perches.

N.B.—Intending purchasers may inspect the land at any time before the sale.

Trincomalee, June 1, 1923.

M. SUBRAMANIAM,
Auctioneer.