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## Part I.—General.

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### SUPPLEMENT:

Code for Assisted English Schools.

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

No. 10 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to sanction the following promotions in the Forest Department, with effect from October 1, 1921:—

(1) Mr. R. M. WHITE, Deputy Conservator of Forests, Grade II., to Grade I. of Deputy Conservators.

(2) Messrs. A. B. LUSHINGTON and W. W. FYERS, Assistant Conservators, to be Deputy Conservators in Grade II.

(3) Mr. A. B. FONTYN, Assistant Conservator (Rupee Scale), to be Assistant Conservator (Sterling Scale).

By His Excellency’s command,

Colonial Secretary’s Office, GRAEME THOMSON,  
Colombo, January 12, 1922. Colonial Secretary.

No. 11 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. G. S. SCHNEIDER by a Commission under the Public Seal of this Colony dated January 9, 1922, to be Commissioner of Assize, under section 24 of Ordinance No. 1 of 1889, for the purpose of holding the First Criminal Session of the Supreme Court for the

Western Circuit, with effect from January 10, 1922, until further orders.

By His Excellency’s command,

Colonial Secretary’s Office, GRAEME THOMSON,  
Colombo, January 10, 1922. Colonial Secretary.

No. 12 of 1922.

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

Mr. J. A. MAYBIN to be an Additional Assistant Colonial Secretary, with effect from January 1, 1922, until further orders.

Mr. W. T. STACE to be an Assistant Settlement Officer and a Special Officer under the Waste Lands Ordinance, with effect from January 1, 1922, until further orders.

Mr. H. C. TOLLER to be an Additional Assistant Settlement Officer and a Special Officer under the Waste Lands Ordinance, with effect from January 1, 1922, until further orders.

Mr. F. D. PERIES to be District Judge, Negombo; Additional Commissioner of Requests and Police Magistrate, Negombo; Superintendent of the Negombo Prison; Assistant Collector of Customs, Negombo; Additional Local Authority under the Petroleum Ordinance within the limits of the Urban District Council of Negombo; and Additional Assistant Provincial

Registrar for the District of Colombo, under section 5 of Ordinance No. 19 of 1907, with effect from January 9, 1922, until further orders.

Mr. S. A. MARTIN to act as District Judge for the Districts of Chilaw and Puttalam; Superintendent of the Chilaw Prison; and Additional Police Magistrate for the Districts of Chilaw and Puttalam, from January 14 to 19, 1922, inclusive, during the absence of Mr. C. COOMARASWAMY, or until the resumption of duties by that officer.

Mr. S. NAWARATNARAJAH to act as District Judge, Commissioner of Requests, and Police Magistrate, Anuradhapura, from January 15 to 21, 1922, inclusive, during the absence of Mr. S. H. WADIA, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kurunegala, from January 14 to 16, 1922, *vice* Mr. E. T. MILLINGTON, or until the resumption of duties by that officer.

Mr. E. H. DAVIES to act in the office of Commissioner of Requests and Police Magistrate, Matara, and Additional District Judge, Matara, with effect from January 7, 1922, or until further orders.

Mr. F. N. DANIELS to act as Commissioner of Requests and Police Magistrate, Kurunegala, on January 14 and 15, 1922, *vice* Mr. A. E. CHRISTOFFELSZ, or until the resumption of duties by that officer.

Mr. F. A. OBEYSEKERE to act as Police Magistrate, Commissioner of Requests, and Municipal Magistrate, Kandy, on January 19 and 20, 1922, *vice* Mr. W. J. L. ROGERSON, or until the resumption of duties by that officer.

Mr. N. I. LEE to act as Police Magistrate, Commissioner of Requests, and Municipal Magistrate, Kandy, on January 26, 1922, *vice* Mr. W. J. L. ROGERSON, or until the resumption of duties by that officer.

Mr. SOLOMON FERNANDO to act as Additional Commissioner of Requests and Police Magistrate, Panadure, for January 16 and 17, 1922, during the absence of Mr. V. COOMARASWAMY, or until the resumption of duties by that officer.

J. W. E. D. PERERA to act as Additional Police Magistrate, Colombo, Negombo, and Avissawella, and Additional Commissioner of Requests, Avissawella, on January 14 and 15, 1922, *vice* Mr. E. W. KANNANGARA, or until the resumption of duties by that officer.

Mr. S. KANAGASABAI to act as Commissioner of Requests and Police Magistrate, Jaffna, Kayts, and Mallakam, on January 11 and 12, 1922, *vice* Mr. C. E. DE PINTO, or until the resumption of duties by that officer.

Mr. A. P. S. DE SILVA WICKRAMATILLEKA to be an Inquirer for Demala hatpattu and Puttalam pattu, North-Western Province.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 11, 1922. Colonial Secretary.

No. 13 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 103 of Ordinance No. 6 of 1910, to nominate Mr. W. W. WOODS to be Auditor of the accounts of the Municipalities of Colombo, Kandy, and Galle for the year 1922.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 7, 1922. Colonial Secretary.

No. 14 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased to order that Mr. G. L. D. DAVIDSON be attached to the Badulla Kachcheri, with effect from January 11, 1922, until further orders.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 5, 1922. Colonial Secretary.

No. 15 of 1922.

MR. J. LIGHT having been appointed a Cadet in the Civil Service of Ceylon, HIS EXCELLENCY THE GOVERNOR has been pleased to order that he be attached to the Galle Kachcheri, with effect from January 7, 1922, until further orders.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, December 3, 1921. Colonial Secretary.

No. 16 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments, to take effect from January 16, 1922, during the absence of Mr. B. DE SARAM on three months' leave, or until further orders:—

Mr. D. H. BALFOUR, Assistant Commissioner of Excise, Southern Division, to act as Assistant Commissioner of Excise, North-Western Division.

Mr. H. C. R. ANTHONISZ, Superintendent of Excise, Headquarters, to act as Assistant Commissioner of Excise, Southern Division.

Mr. D. A. WIJEWARDENE, Assistant Superintendent of Excise in charge of the Distillery, to act as Superintendent of Excise, Headquarters.

Mr. D. C. E. ABEYSEKERE, Distillery Inspector, to act as Distillery Officer, in addition to his own duties.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, December 22, 1921. Colonial Secretary.

No. 17 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 of Ordinance No. 13 of 1898, to appoint Dr. ALLAN DE SARAM, Provincial Surgeon, North-Central Province, to be an Official Member of the Local Board, Anuradhapura, *vice* Dr. T. OHLMUS, retired.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 11, 1922. Colonial Secretary.

No. 18 of 1922.

IT is hereby notified that Mr. L. VAN DER SPOEL, having returned to the Island, has resumed his duties as Consul for the Netherlands at Colombo as from December 30, 1921.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 7, 1922. Colonial Secretary.

No. 19, of 1922.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to recognize Mr. E. WURSTER provisionally as Acting Consul for Switzerland at Colombo, with effect from January 2, 1922, during the absence of Mr. H. FREI from the Island.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 7, 1922. Colonial Secretary.

No. 20 of 1922.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint the following gentlemen to be Justices of the Peace for the Island, with effect from January 1, 1922:—

Mr. CHARLES VAN DER WALL.  
Mr. ARUNACHALAM SAPATHY.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 9, 1922. Colonial Secretary.

No. 21 of 1922.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under the provisions of section 13 of Ordinance No. 10 of 1861, to appoint the under-mentioned gentlemen to be Members of the Provincial Road Committee, Southern Province, for the year 1922:—

Mr. CHAS. NORTHWAY. | Mr. MAJDON ISMAIL.  
Mr. D. G. GOONEWARDENE. | Mr. P. N. BANKS.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 9, 1922. Colonial Secretary.

No. 22 of 1922.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under the provisions of section 5 (1) (c) of Ordinance No. 18 of 1892, as amended by section 2 of Ordinance No. 26 of 1908, to nominate Mr. WALTER A. UDUGAMA to be a Member of the Sanitary Board of the Matale District.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 6, 1922. Colonial Secretary.

No. 23 of 1922.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under the provisions of section 23 of Ordinance No. 10 of 1861, to appoint Messrs. A. E. DE S. RAJAPAKSA, Gate Mudaliyar, and G. H. JOLLIFFE as Additional Members of the District Road Committees of Colombo and Kalutara, respectively, for the years 1922, 1923, and 1924.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 7, 1922. Colonial Secretary.

No. 24 of 1922.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to accept the resignation tendered by Mr. K. MURUGASU PILLAY of his office of Notary Public, with effect from January 30, 1922.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 12, 1922. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

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

Dr. J. B. F. CALDERA to be Additional Deputy Registrar of Births and Deaths of Division No. 1, Colombo Municipality division, in the Colombo District of the Western Province, with effect from January 7, 1922 *vice* Dr. D. D. S. OUTSCHORN, transferred. His office will be at the Port Surgeon's Office, Fort, Colombo.

SENAPATHIGE JOHN RODRIGO as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, with effect from January 7, 1922, *vice* SOLOMON RODRIGO PULLENAYAGAM, deceased. His office will be at "Rodrigo Villa" in Mattakkuliya.

DON PIROLIAS PERERA ABAYASEKARA to be Additional Registrar of Marriages (Kandyan and General) of Kandy Municipality division, in the Kandy District of the Central Province, with effect from January 4, 1922, *vice* J. A. SRIMANNE transferred. His office will be at Kandy Kachcheri.

SEENITAMBY THAMBIPILLAI as Deputy Medical Registrar of Births and Deaths of Batticaloa town division, in the Batticaloa District of the Eastern Province, with effect from January 6, 1922, *vice* M. M. KANAPPER transferred. His office will be at the Civil Hospital, Batticaloa.

PETER OLIVER FERNANDO as an Additional Assistant Provincial Registrar of Births, Deaths, and of Marriages (General) of the Kurunegala District of the North-Western Province, with effect from January 4, 1922. His office will be at the Kachcheri, Kurunegala.

ALBERT ABEYSIRI GUNAWARDENE as Additional Registrar of Marriages (Kandyan and General) of Nuwaragam palata

division, in the Anuradhapura District of the North-Central Province, with effect from January 6, 1922. His office will be at the Land Registry, Anuradhapura.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 10, 1922. Colonial Secretary.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to confirm HANDUGODA MUDIYANSELE APPUHAMY in his appointment as Registrar of Births and Deaths of Matale Pallesiya pattu division, and of Marriages (Kandyan and General) of Matale East division, in the Matale District of the Central Province.

By His Excellency's command,  
Colonial Secretary's Office, GRAEME THOMSON,  
Colombo, January 15, 1922. Colonial Secretary.

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

B. P. E. DE SILVA to act as Registrar of Lands, Galle, for two days from January 12, 1922, during the absence of the Registrar, J. S. ABAYASEKERA, on leave.

Registrar-General's Office, G. F. FORBEST,  
Colombo, January 10, 1922. Acting Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed H. DON FRANCIS SAMARANAYAKA to act as Registrar of Marriages (General) of Colombo town division,

in the Colombo District of the Western Province, for December 23, 1921, during the absence of the Registrar, M. P. DIYAGAMA, on leave. His office will be at the Kachcheri, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed SENARATNA MUDIYANSELAGE DON SIMON SENARATNA to act as Registrar of Births and Deaths of Radawana and Mandawala division, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, for three days from January 11, 1922, during the absence of the Registrar, DANAGALA ATUKORALALAGE DON MANIS SAMARAWEEERA, on leave. His office will be at Madugahawatta in Kannimahara.

The Additional Assistant Provincial Registrar, Colombo, has appointed WANIGASINHA MUDALIGE JOSEPH PERERA to act as Registrar of Births and Deaths of Minuwangoda division, and of Marriages (General) of Dasiya pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for sixteen days from January 16, 1922, during the absence of the Registrar, DON CHARLES AMERASEKERA SIRIWARDANA, on leave. His office will be at Ganewatta in Minuwangoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SIMAN WIRAKKODY WIJYEGUNAWARDENA to act as Registrar of Births and Deaths of Warakagoda division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, for twenty-two days from January 10, 1922, during the absence of the Registrar, D. G. KARUNARATNA, on leave. His office will be at Medawatta in Warakagoda and Alikehena in Retiyala.

The Additional Assistant Provincial Registrar, Kandy, has appointed KIRIBATHKUMBUREWALAUWWE MEDDUMA BANDA to act as Registrar of Births and Deaths, and of Marriages (General) of Yatinuwara No. 1(B) division, in the Kandy District of the Central Province, for five days from January 10, 1922, during the absence of the Registrar, ABYERATNA BANDA, on leave. His office will be at Kiribathkumburewalauwwa in Kiribathkumbura.

The Additional Assistant Provincial Registrar, Matale, has appointed JOHN DORAKUMBURA to act as Registrar of Births and Deaths of Gampahasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for six days from January 2, 1922, during the absence of the Registrar, H. M. B. DORAKUMBURA, on leave. His office will be at Dissawewalawwewatta in Dorakumbura; station: Ihalagedarawatta in Talagasyaya.

The Additional Assistant Provincial Registrar, Matale, has appointed PUNCHI BANDA HALANGODA to act as Registrar of Births and Deaths of Kohonsiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for four days from January 9, 1922, during the absence of the Registrar, M. B. A. NIYARAPOLA, on leave. His office will be at Nikawelle Walawwewatta in Udupihilla.

The Assistant Provincial Registrar, Galle, has appointed JOHN DIAS ABEWICKRAMA GUNASEKERA to act as Registrar of Births and Deaths of Hinatigala division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for ten days from December 26, 1921, during the absence of the Registrar, T. D. A. GUNASEKERA, on leave. His office will be at Pillegewatta at Habaraduwa.

The Additional Assistant Provincial Registrar, Matara, has appointed WILLIAM OBESEKERA WEERASINHA to act as Registrar of Births and Deaths of Denepitiya division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for seven days from January 4, 1922, during the absence of the Registrar, A. O. WEERASINHA, on leave. His office will be at Naigewatta in Denepitiya.

The Additional Assistant Provincial Registrar, Matara, has appointed DON HENDRICK WIJAYASIRIWARDANA SAMARASINHA to act as Registrar of Births and Deaths of Hakmana division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for five days from January 9, 1922, during the

absence of the Registrar, D. D. W. SAMARASINHA, on leave. His office will be at Ilanganwatta in Beruwewela.

The Additional Assistant Provincial Registrar, Hambantota has appointed DON MOWLIS WIJESEKARA DISSANAYAKA to act as Registrar of Births and Deaths of Parangampalata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for fifteen days from December 20, 1921, during the absence of the Registrar, C. A. WIRASINGHE, on leave. His office will be at Bulugahawatta *alias* Walauwewatta in Welipitiya.

The Additional Assistant Provincial Registrar, Hambantota, has appointed Dr. LOKU BANDA EHELAPOLA SENEVI-RATNA to act as Registrar of Births and Deaths of Hambantota town division, in the Hambantota District of the Southern Province, for seventeen days from December 24, 1921, during the absence of the Registrar, Dr. W. A. BARTHOLOMEUSZ, on leave. His office will be at the Government Civil Hospital, Hambantota.

The Additional Assistant Provincial Registrar, Hambantota, has appointed EUGENE GUNARATNA to act as Registrar of Births and Deaths of Kirama division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for twenty-one days from January 5, 1922, during the absence of the Registrar, P. J. DISSANAYAKA, on leave. His office will be at Medakortuwa in Walgammulla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed WICKRAMA ARACHCHIGE CHARLIS to act as Registrar of Births and Deaths of Tangalla outside the town division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for fifteen days from January 8, 1922, during the absence of the Registrar, D. P. DISSANAYAKA, on leave. His office will be at Lunuweraniyagahawatta in Polommaruwa.

The Assistant Provincial Registrar, Mannar, has appointed LAURENCE KASPARU LAMBERT to act as Registrar of Births and Deaths of Mannar island No. 3 division, and of Marriages (General) of Mannar island division, in the Mannar District of the Northern Province, for twenty-one days from December 26, 1921, during the absence of the Registrar, S. B. ALPHONSO, on leave. His office will be at the Registrarvalavu at Talaimannar.

The Assistant Provincial Registrar, Mannar, has appointed FRANCIS JOSEPH CROOS to act as Registrar of Births and Deaths of Nanaddan West division, and of Marriages (General) of Nanaddan division, in the Mannar District of the Northern Province, for eleven days, from January 5, 1922, during the absence of the Registrar, J. J. CROOS, on leave. His office will be at the Kovilvalavu in Vankalai; and his additional office at the Udayarvalavu in Nanaddan.

The Assistant Provincial Registrar, Mullaittivu, has appointed Dr. M. SANGARAPILLAI to act as Medical Registrar of Births and Deaths of Vavuniya town division, in the Mullaittivu District of the Northern Province, for fifteen days from December 22, 1921, during the absence of the Registrar, Dr. H. E. SCHOKMAN, on leave. His office will be at the Civil Hospital, Vavuniya.

The Assistant Provincial Registrar, Mullaittivu, has appointed W. PUNCHI BANDA to act as Registrar of Births and Deaths of Kilakkumulai South (Sinhalese) division, in the Mullaittivu District of the Northern Province, for thirty days from January 1, 1922, during the absence of the Registrar, T. WANNIHAMY, on leave. His office will be at Mamaduwa.

The Additional Assistant Registrar, Batticaloa District, has appointed EDMUND WALTER DAVID SOMANADER to act as Registrar of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, for twenty days from December 22, 1921, during the absence of the Registrar, T. SIVASUBRAMANIAM, on leave. His office will be at the Batticaloa Kachcheri; station: "Josse Lodge," Mudaliar street, Batticaloa.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed MEDAMA APPU KIRIBANDA to act as Registrar of Births and Deaths of Nadukadu pattu west division, and of Marriages (General) of Nadukadu pattu division, in the Batticaloa District of the Eastern Province,

for twenty-one days from January 4, 1922, during the absence of the Registrar, M. ABEYESINGHE BANDA, on leave. His office will be at Uhana; station: Gonagollai.

The Assistant Provincial Registrar, Trincomalee has appointed ELIATAMBY POOPALAPILLAI to act as Registrar of Marriages (General) of Trincomalee town and gravets division, in the Trincomalee District of the Eastern Province, for eighteen days from December 22, 1921, during the absence of the Registrar, S. VYTHALINGAM, on leave. His office will be at Land Registry and at Unity Lodge, Division No. 5, Trincomalee.

The Additional Assistant Provincial Registrar, Puttalam, has appointed SHANMUGAM APPACUDDY NALLIAH to act as Registrar of Marriages (General) of Puttalam pattu and gravets division, in the Puttalam District of the North-Western Province, for seven days from January 4, 1922, during the absence of the Registrar, K. MUTTIAH, on leave. His office will be at the Puttalam Kachcheri.

The Additional Assistant Provincial Registrar, Puttalam-Chilaw, has appointed NALLAWAIRAN SEDURAMAN, to act as Registrar of Births and Deaths of Anaivilundan pattu north of Sengaloya division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for eight days from January 4, 1922, during the absence of the Registrar, A. NALLAWAIRAN-PILLAI, on leave. His office will be at the permanent Registrar's residence at Udappu.

The Assistant Provincial Registrar, Badulla, has appointed TIKIRIWANNIUNNEHELAGE APPUHAMI to act as Registrar of Births and Deaths of Mahawedirata division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for thirty days from January 1, 1922, during the absence of the Registrar, T. W. U. BANDA, on leave. His office will be at Kanda-udapanguwa.

The Provincial Registrar, Ratnapura, has appointed CHARLES PETER DELGODA, to act as Registrar of Births and Deaths of Meda pattu in Kukulu korale division, and of Marriages (General) of Kukulu korale division, in the Ratnapura District of the Province of Sabaragamuwa, for eight days from January 5, 1922, during the absence of the Registrar, FRANCIS DELGODA, on leave. His office will be at the permanent Registrar's office at Kukulegama.

The Assistant Provincial Registrar, Kegalla, has appointed IDIRISURI MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Meddemedeliya pattuwa division, and of Marriages (General) of Galboda and Kinigoda korales divisions, in the Kegalla District of the Province of Sabaragamuwa, for eight days from January 9, 1922, during the absence of the Registrar, E. M. KIRI BANDA, on leave. His office will be at Handagamawatta in Handagama.

Registrar-General's Office, G. F. FORREST,  
Colombo, January 10, 1922. Acting Registrar-General.

## GOVERNMENT NOTIFICATIONS.

### "THE VOLUNTEER ORDINANCE, 1910."

HIS Excellency the Governor has been pleased, under section 9 of Ordinance No. 8 of 1910, to approve the under-mentioned standards of efficiency for Town Guards. The Notification dated March 4, 1918, appearing in the *Government Gazette* of March 8, 1918, is hereby cancelled:—

Standard of efficiency for—

"A" Company, Colombo Town Guard.

- A.—Attend 24 drills per annum.
- B.—Attend Commandant's inspection.
- C.—Qualify in the musketry course laid down for the Defence Force. (Reservists will fire practices 1, 2, 6, and 7.)

Standard of efficiency for the—

*Chilaw Town Guard.*

*Galle Town Guard.*

*Gampola Town Guard.*

*Hambantota Town Guard.*

*Kurunegala Town Guard.*

*Nawalapitiya Town Guard.*

*Pussellawa Town Guard.*

- A.—Attend 30 drills per annum.
- B.—Attend Commandant's inspection.
- C.—Fire the musketry course detailed below, if required.

*Course of Musketry referred to above.*

#### *Instructional.*

Practice.	Target.	Distance.	Rounds.	Instructions for Conduct of Practice.
1. Grouping	Small target, 4 ft. wide, M. R. Pt. 2, amendments issued with A. O. Feb. 21	100	5	Lying with rest
<i>Musketry Course.</i>				
2. Application	Small target, 4 ft. wide, M. R. Pt. 2, amendments issued with A. O. Feb. 21	200	5	Lying with rest
3. Application	do.	200	5	Standing behind cover
4. Application	Large target, 6 feet	300	5	Lying in open.

*Note.*—Non-commissioned officers and men attending 45 drills per annum will be entitled to wear a special badge.

Colonial Secretary's Office,  
Colombo, January 4, 1922.

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

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

IT is hereby notified that the Sanitary Board of the Kandy District of the Central Province has, in terms of section 7 of "The Small Towns Sanitary Ordinance, 1892," as amended by section 3 of "The Small Towns Sanitary (Amendment) Ordinance, No. 12 of 1913," made and assessed, with the sanction of His Excellency the Governor and Executive Council, a rate of 6 per cent. per annum for the year 1922 on the annual value of all houses and buildings of every description, and all lands and tenements whatsoever within the town of Norwood, in the Kandy District, Central Province, save such as are by the said Ordinance exempted from the payment of such rate.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, January 9, 1922.

GRAEME THOMSON,  
Colonial Secretary.

IT is notified for information that all previous regulations regarding the issue, surrender, and restoration of the Colonial Auxiliary Forces Officers' Decoration are hereby cancelled, and the following substituted:—

**Regulations as to Issue, Surrender, and Restoration of "The Colonial Auxiliary Forces Officers' Decoration" under Royal Warrant of June 9, 1921.**

COLONIAL AUXILIARY FORCES OFFICERS' DECORATIONS:

*Persons Eligible.*

1. (a) Duly qualified Commissioned Officers.
- (b) Honorary Colonels and Chaplains who have the qualifying service of 20 years.
- (c) Officers who have retired and have the qualifying service.

*Qualifying Service.*

2. (a) Service requisite to qualify for the Decoration shall be 20 years' commissioned service; that half the time served in the ranks of the aforesaid Auxiliary Military Forces (including India) or in the ranks of the Territorial Force of Great Britain or Volunteer Force which existed before April 1, 1908, shall be reckoned as qualifying service; and that service on the West Coast of Africa shall reckon two-fold as qualifying service.

(b) Service rendered wholly in the Auxiliary Forces of one or more Dominion, Colony or Protectorate; or partly in the Auxiliary Forces of one or more Dominion, Colony or Protectorate, partly in the Territorial Force of Great Britain, or partly in any Naval or Military Volunteer Forces of any part of the Empire (except service since August 4, 1914, in the Volunteer Forces of Great Britain raised under the Volunteer Acts, 1863-1916), shall be reckoned as qualifying service for the Decoration.

(c) Officers, who were serving in the Ceylon Defence Force or other Auxiliary Forces at the outbreak of the war 1914-1918 did, before November 11, 1918, actually serve beyond the boundaries of the Dominion, Colony, Dependency, or Protectorate shall reckon all embodied service as an officer on the Active List two-fold as qualifying service towards the requisite 20 years embodied service in the ranks on the Active List as full qualifying service towards the requisite 20 years, whether such service was in the Naval, Military, or Air Forces.

(d) Service on the Permanent Staff shall not reckon as qualifying service for the Decoration.

(e) Service qualifying for the Decoration shall also count towards the qualifying service necessary for "The Territorial Officers' Decoration," and *vice versa*.

(f) A recipient of the Decoration shall be permitted to wear with it any "Colonial Auxiliary Forces Long Service Medal" which may have been awarded to him, provided that he has completed the full qualifying service required for both the Medal and the Decoration.

*Application.*

3. Application for the Decoration will be made in writing by the Commanding Officer of each Corps, and will in each case be supported by a statement of the applicant's service on Form A. Commanding Officers will forward their recommendation through the usual channels of correspondence to the Governor, together with the certificate marked B or the certificate marked C.

4. The Decoration being granted as a reward for good and long service, Commanding Officers should in each case state in general terms the reason which, in their opinion, gives the applicant a claim to receive the Decoration.

*Publication.*

5. The grant of the Decoration will be published in the *Government Gazette*.

6. The letters V.D. will be inserted in the Army List against the name of the officer to whom the Decoration is given.

*Forfeiture.*

7. When the conduct of an officer after he has been awarded the Colonial Auxiliary Forces Officers' Decoration has been such as to disqualify him for wearing it, he may be deprived of it by the Governor.

*Restoration.*

8. A Decoration forfeited by an officer under the provisions of paragraph 7 may be restored to him by the Governor.

*Loss.*

9. When a Decoration has been lost, and it is desired to replace it, a declaration must be made before a Magistrate stating the circumstances under which the loss occurred, and the rank, name, and Corps of the officer to whom the Decoration belonged. This declaration will be forwarded to the Governor through the usual channel of correspondence in the case of an officer who is still serving, and direct in the case of one who has retired. The Decoration will be replaced, on payment, if the explanation as to the loss is considered satisfactory.

*Colonial Auxiliary Forces Officers' Decoration.*

## Form A.

Statement of the commissioned services of \_\_\_\_\_ of the \_\_\_\_\_ Regiment.

N.B.—Service in the ranks should be shown in full, but only its equivalent (under the regulations) should be carried forward as commissioned service into the last column.

Branch of Service.	Rank.	Rank and Dates of each Commission.		Total Service in each Rank. Y. M. D.	Remarks.
		From	To		
Total Commissioned Service					

We certify that the above is a correct statement of the commissioned service of \_\_\_\_\_ of \_\_\_\_\_ Regiment, and that his total commissioned service amounts to \_\_\_\_\_ years \_\_\_\_\_ months \_\_\_\_\_ days.

Signed : \_\_\_\_\_,  
Adjutant.

Countersigned : \_\_\_\_\_,  
Commanding Officer.

Headquarters.  
Date : \_\_\_\_\_.

*Colonial Auxiliary Forces Officers' Decoration.*

## Certificate B.—For Officers still Serving.

We hereby certify that \_\_\_\_\_ holds a commission in the \_\_\_\_\_ Force, that he has completed the qualifying period of twenty years' service, that he is an efficient and thoroughly capable officer, and that he is in every way deserving of the Colonial Auxiliary Forces Officers' Decoration.

Signed : \_\_\_\_\_,  
Adjutant.

Countersigned : \_\_\_\_\_,  
Commanding Officer.

*Colonial Auxiliary Forces Officers' Decoration.*

## Certificate C.—For Retired Officers.

We hereby certify that \_\_\_\_\_ has completed the qualifying period of twenty years' service, that he was granted the usual privilege of honorary rank on retirement in the \_\_\_\_\_ Gazette dated \_\_\_\_\_, and that he is to the best of our belief in every way deserving of the Colonial Auxiliary Forces Officers' Decoration.

Signed : \_\_\_\_\_,  
Adjutant.

Countersigned : \_\_\_\_\_,  
Commanding Officer.

*Note.*—Certificate C will be signed by the Commanding Officer and Adjutant of the Regiment or Corps in which officer was last serving.

Colonial Secretary's Office,  
Colombo, January 5, 1922.

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

HIS Excellency the Governor has been pleased, in terms of the regulations dated June 2, 1903, to grant the Colonial Auxiliary Forces Long Service Medal to 2nd Lieutenant G. F. DE HOEDT, of the Colombo Town Guard.

Colonial Secretary's Office,  
Colombo, January 6, 1922.

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

IT is hereby notified that licenses to import explosives into Ceylon during the current year have been issued to—

Messrs. Walker, Sons & Company, Limited, of Colombo.  
 Messrs. Brown & Company, Limited, of Colombo.  
 Messrs. The Colombo Stores, Limited, of Colombo.  
 Mr. P. N. Kapadia, of 4th Cross street, Pettah, Colombo.  
 Mr. B. L. M. Haniffa, of No. 54, Third Cross street, Pettah, Colombo.  
 Mr. C. M. H. Hadjie Mohamed Caseem, of No. 53, Third Cross street, Pettah, Colombo.  
 Mr. Gabriel Fernando, of 74, Colpetty, Colombo.  
 Mr. Abdulhussan Davoodbhoy, of Dam street, Colombo.  
 Mr. A. A. M. Saleen, of Third Cross street, Pettah, Colombo.

By His Excellency's command,

Colonial Secretary's Office,  
 Colombo, January 10, 1922.

GRAEME THOMSON,  
 Colonial Secretary.

“THE EXCISE ORDINANCE, No. 8 OF 1912.”

HIS Excellency the Governor has been pleased, in terms of rule 3 (xviii.) of Excise Notification No. 85, to nominate Rev. A. Lockwood to be a Member of the Excise Advisory Committees for the Batticaloa Local Board Area and for the Batticaloa Revenue District Area (outside Local Board Area), *vice* Rev. G. F. Thompson, B.A., who has left the Island, the inhabitants having failed to elect a successor.

By His Excellency's command,

Colonial Secretary's Office,  
 Colombo, January 11, 1922.

GRAEME THOMSON,  
 Colonial Secretary.

“THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920.”

WHEREAS by Notification dated August 26, 1921, information of the intention to constitute an Urban District Council for the area specified in the schedule to the said Notification was duly published in the *Government Gazettes* of August 26, 1921, September 9, 1921, and October 7, 1921, and locally proclaimed as required by section 9 (2) of Ordinance No. 11 of 1920:

And whereas all representations made to His Excellency the Governor in Executive Council with respect to the constitution of the said Council have been duly considered:

It is hereby notified that His Excellency the Governor in Executive Council has, under section 9 of Ordinance No. 11 of 1920, constituted an Urban District Council for the said area to be called the Panadure Urban District Council, the local administrative limits whereof shall be those specified in the schedule hereto.

By His Excellency's command,

Colonial Secretary's Office,  
 Colombo, January 5, 1922.

GRAEME THOMSON,  
 Colonial Secretary.

SCHEDULE.

*Panadure.*

*North.*—The village boundary of Gorakapola and Walana eastwards as far as the old road.

*East.*—The old road as far as its junction with the First Cross road; the First Cross road to a point 5 chains to the east of the old road. A line drawn southwards parallel to the old road at a distance of 5 chains to the east of the said road. Boundaries enclosing the frontages to a distance of 5 chains on either side of the Gonabendiduwa District Road Committee road and Udahamulla-Aruggoda Village Committee road as far as the Tantrimulla-ela and the Malamulla village boundary respectively, excluding the paddy fields. A line drawn due north and south through a point exactly a quarter of a mile to the east of the junction of the Fourth Cross road and Gravets road, excluding paddy fields. From the last-named boundary a line drawn south-eastwards and eastwards parallel to the Horana road 5 chains to the north of that road as far as the western boundary of the Wekada mosque. A line drawn north and south through the western boundary of the Wekada mosque to a distance of 5 chains on either side of the Horana road. From the last-named boundary a line drawn westwards parallel to the Horana road 5 chains to the south of the said road as far as the Moravinna road. The Moravinna road southwards to the Nalluruwa-Mahavila Village Committee road. The said Village Committee road south-westwards to a point 5 chains to the east of the Colombo-Galle road. A line drawn south-westwards parallel to the Colombo-Galle road and 5 chains to the east of the said road as far as the boundary of the Pinwatta village.

*South.*—The boundary of the Pinwatta village to the sea.

*West.*—The sea and the centre of the Panadure river.



## "THE LOCAL BOARDS ORDINANCE, 1898."

THE following by-laws made by the Local Board of Gampola, under section 56 (5) and (21) of Ordinance No. 13 of 1898, and confirmed by His Excellency the Governor, with the advice of the Executive Council, are published for general information.

Colonial Secretary's Office,  
Colombo, January 10, 1922.

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

## BY-LAWS REFERRED TO.

*By-laws to Control Butcher Stalls within Local Board, Gampola, under Section 56 (5) of Ordinance No. 13 of 1898.*

1. Every butcher's stall shall be well ventilated and well lighted. The walls thereof shall be plastered and limewashed as required by the Chairman, and the floor cemented and sufficient drainage provided.
2. Every room in which meat is kept shall be scrupulously clean.
3. Every table used in a butcher's stall shall be covered with zinc or other impermiabile substance approved by the Chairman. Such table and the chopping block and all implements shall be kept scrupulously clean. They shall be washed with water and scrubbed with a hard clean brush immediately after use. All hooks for hanging meat shall be polished and free from rust.
4. Refuse and unsalable material, offal, &c., if not immediately removed, shall be kept in a zinc-lined box with a perforated zinc cover, the perforation to be of such size as to prevent flies entering.
5. All refuse and dirt in and about the premises of a butcher's stall shall be removed at least once a day, and the drains well flushed.
6. No person suffering or who to the knowledge of any person in charge of a butcher's stall has recently suffered from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of a butcher's stall to be employed in such butcher's stall.
7. Every butcher shall provide himself for waste material a covered movable bin or a receptacle of metal of a size or shape as approved by the Chairman.
8. Every butcher's stall and the management and conduct of business shall be at all reasonable times open and subject to inspection by the Chairman or by any person duly authorized by him.
9. Meat shall be brought from the slaughter-house to the stall in a covered cart, the bottom and the four sides of which shall be zinc-lined. This cart shall be exclusively used for the purpose of conveying meat, and shall be kept scrupulously clean.
10. No hides shall be stored within the stall premises.
11. No furniture or articles other than those necessary for the sale of meat shall be stored in a stall.
12. No stall shall be used for living purposes.
13. No animal shall be kept in a stall on any pretence whatever.
14. The material used for suspending poles on which meat is hung by hooks, and the scales for weighing meat shall be of metal.
15. These by-laws shall be framed and hung up in a prominent place in every butcher's stall.

*Fish Stalls.*

1. Every fish stall shall be well ventilated and well lighted, and the walls thereof shall be plastered and whitewashed as required by the Chairman. The floor shall be of smooth cement having a proper slope leading to a masonry drain built in cement and cement rendered. The drain shall be washed with disinfectants twice a day. The stall shall always be kept clean and free from stains of blood and dirt, and the walls, floor, and the drains kept in a state of repair.
2. The sale of fish shall take place from one side of the counter, the other being reserved for the customers, and the stall-holder shall confine himself to his stall. The chopping block shall be 2 feet long, and all implements shall be kept scrupulously clean. They shall be washed with water and scrubbed with a hard clean brush immediately after use. All hooks for hanging fish shall be polished and free from rust.
3. The material used for suspending poles on which fish is hung by hooks, and scales for weighing fish shall be of metal.
4. Every fish stall-holder shall provide himself for waste material with a covered moveable receptacle of zinc of a size and shape approved by the Chairman.
5. All refuse and dirt in and about the premises of a fish stall shall be removed at least once a day, and the drains well flushed.
6. Fish boxes shall be washed daily and kept exposed to sun and air, and they shall not be kept inside the market.
7. No person suffering or who to the knowledge of any person in charge of a fish stall has recently suffered from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of a fish stall to be employed in such stall.
8. Every fish stall and the management and conduct of business shall at all reasonable times be opened and subject to inspection by the Chairman or by any person duly authorized by him.
9. These by-laws shall be framed and hung up in a prominent place in the market.

*General By-laws (under Section 56 (21) of Ordinance No. 13 of 1898.*

1. All or any part of any house, dwelling, church, place of business shall be provided with sufficient light and ventilation, and shall whenever so ordered by the Chairman or any officer acting under his authority be forthwith externally or internally limewashed, disinfected, or otherwise cleansed.
2. It shall be the duty of the owner of every house or other building to keep the same in a state of good repair, and free from holes in walls and floor where rats may breed, unless he proves to the satisfaction of the Chairman that the tenant or occupier has agreed to undertake this duty, in which case the said duty shall fall on such tenant or occupier, as the case may be.
3. All floors of buildings used for trade purposes shall be cemented, and in the case of other buildings discretion shall be left to the Chairman.
4. No horse, mule, ass, cattle, sheep, goat, or pig shall be housed in a dwelling house or in the verandah of a dwelling house or in any shed or maduwa, which is part of or attached to a dwelling house, and no such animal shall be kept within 50 yards of a dwelling house.
5. Storing of goods and merchandise in buildings used for trade purposes shall be arranged in such a manner as not to interfere with the free lighting and ventilation and easy cleansing of such buildings. One-fourth of the floor area shall be left unoccupied, and no goods shall be stacked within 4 feet of the roof or the ceiling.

## "THE LOCAL BOARDS ORDINANCE, 1898."

THE following by-laws made by the Local Board of Nawalapitiya, under section 56 (5) and (21) of Ordinance No. 13 of 1898, and confirmed by His Excellency the Governor, with the advice of the Executive Council, are published for general information.

Colonial Secretary's Office,  
Colombo, January 10, 1922.

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

## BY-LAWS REFERRED TO.

*By-laws to Control Butcher Stalls within Local Board, Nawalapitiya, under Section 56 (5) of Ordinance No. 13 of 1898.*

1. Every butcher's stall shall be well ventilated and well lighted. The walls thereof shall be plastered and limewashed as required by the Chairman, and the floor cemented and sufficient drainage provided.
2. Every room in which meat is kept shall be scrupulously clean.
3. Every table used in the butcher's stall shall be covered with zinc or other impermeable substance approved by the Chairman. Such tables and the chopping block and all implements shall be kept scrupulously clean. They shall be washed with water and scrubbed with a hard and clean brush immediately after use. All hooks for hanging meat shall be polished and free from rust.
4. Refuse and unsalable material, offal, &c., if not immediately removed, shall be kept in a zinc-lined box with a perforated zinc cover, the perforation to be of such size as to prevent flies entering.
5. All refuse and dirt in and about the premises of a butcher's stall shall be removed at least once a day, and the drains well flushed.
6. No person suffering or who to the knowledge of any person in charge of the butcher's stall has recently suffered from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the butcher's stall to be employed in such butcher's stall.
7. Every butcher shall provide himself for waste material with a covered movable bin or receptacle of metal of a size or shape as shall be approved by the Chairman.
8. Every butcher stall and the management and conduct of business shall be at all reasonable times open and subject to inspection by the Chairman or by any person duly authorized by him.
9. Meat shall be brought from the slaughter-house to the stall in a covered cart, the bottom and the four sides of which shall be zinc-lined. This cart shall be exclusively used for the purpose of conveying meat, and shall be kept scrupulously clean.
10. No hides shall be stored within the stall premises.
11. No furniture or other articles other than those necessary for the sale of meat shall be stored in a stall.
12. No stall shall be used for living purposes.
13. No animal shall be kept in a stall on any pretence whatever.
14. The material used for suspending poles on which meat is hung by hooks, and scales for weighing meat shall be of metal.
15. These by-laws shall be framed and hung up in a prominent place in every butcher's stall.

*Fish Stalls.*

1. Every fish stall shall be well lighted and well ventilated, and the walls thereof shall be plastered and whitewashed as required by the Chairman. The floor shall be of smooth cement, having a proper slope leading to a masonry drain built in cement and cement rendered. The drain shall be washed with disinfectants twice a day. The stall shall always be kept clean and free from stains of blood and dirt, and the walls, floor, and drains kept in a state of repair.

2. The sale of fish shall take place from one side of the counter, the other being reserved for the customers, and the stall-holder shall confine himself to his stall. The chopping block shall be 2 feet long, and all instruments shall be kept scrupulously clean. They shall be washed with water and scrubbed with a hard clean brush immediately after use. All hooks for hanging fish shall be polished and free from rust.

3. The materials for suspending poles on which fish is hung by hooks, and scales for weighing fish shall be of metal.

4. Every fish stall-holder shall, for waste material, provide himself with a covered movable receptacle of zinc of a size and shape approved by the Chairman.

5. All refuse and dirt in and about the premises of a fish stall shall be removed at least once a day, and the drains well flushed.

6. Fish boxes shall be washed daily and shall be exposed to sun and air, and they shall not be kept inside the market.

7. No person suffering or who to the knowledge of any person in charge of a fish stall has recently suffered from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of a fish stall to be employed in such a fish stall.

8. Every fish stall and the management and the conduct of business shall at all reasonable times be opened and subject to inspection by the Chairman or by any person duly authorized by him.

9. These by-laws shall be framed and hung up in a prominent place in the market.

*General By-laws under Section 56 (21) of Ordinance No. 13 of 1898.*

1. All or any part of any house, dwelling, church, place of business shall be provided with sufficient light and ventilation, and shall whenever ordered by the Chairman or any officer acting under his authority be forthwith externally or internally limewashed, disinfected, or otherwise cleaned.

2. It shall be the duty of the owner of every house or other building to keep the same in a state of good repair, and free from holes in wall and floor where rats may breed unless he proves to the satisfaction of the Chairman that the tenant or occupier has agreed to undertake this duty, in which case the said duty shall fall on such tenant or occupier, as the case may be.

3. All floors of buildings used for trade purposes shall be cemented, and in the case of other buildings discretion shall be left to the Chairman.

4. No horse, mule, ass, cattle, sheep, goat, or pig shall be housed in a dwelling house or in the verandah of a dwelling house or in any shed or maduwa which is part of or attached to a dwelling house, and no such animal shall be kept within 50 yards of a dwelling house.

5. Storing of goods and merchandise in buildings used for trade purposes shall be arranged in such a manner as not to interfere with the free lighting and ventilation and easy cleansing of such buildings. One-fourth of the floor area shall be left unoccupied, and no goods shall be stacked within 4 feet of the roof or ceiling.

“THE LOCAL BOARDS ORDINANCE, 1898.”

**BY-LAWS** made by the Local Board of Batticaloa, under section 56 (20 A) of Ordinance No. 13 of 1898, as amended by section 4 of Ordinance No. 29 of 1914, and confirmed by His Excellency the Governor, with the advice of the Executive Council.

Colonial Secretary's Office,  
Colombo, January 6, 1922.

By His Excellency's command,

GRAEME THOMSON,  
Colonial Secretary.

BY-LAWS REFERRED TO.

It shall be lawful for the Chairman to notify the owner or occupier of any land or premises upon which there is any catchpit into which filthy water flows and collects that the Board will henceforth undertake the daily removal of such water, and thereafter such owner or occupier shall be bound to pay such reasonable fees for the removal of such dirty water as the Board shall determine. Such fees shall be payable and recoverable in the same manner as conservancy fees under the by-law made by the Local Board of Batticaloa, and published in the *Government Gazette* No. 6,690 of February 19, 1915.

2. The owner or occupier of any land and premises upon which there is any catchpit into which dirty water flows and collects, who shall not have been notified by the Chairman under by-law 1, shall be responsible for the daily removal of such water to such place as the Chairman shall approve, so that no nuisance is caused thereby. Any such owner or occupier failing to carry out such removal as above required shall be guilty of an offence.

## "THE CEYLON TELEGRAPH ORDINANCE, 1908."

IT is hereby notified for general information that His Excellency the Governor in Executive Council, in exercise of the powers vested in him by section 7 of "The Ceylon Telegraph Ordinance, 1908," has been pleased to sanction the following scale of charges for the use of the telephone trunk line between Wennappuwa, Rangala, and the other stations named.

2. The Notification published in the *Government Gazette* No. 6,710 of April 23, 1915, in respect of scale of charges from the call office at Rangala is hereby cancelled.

Colonial Secretary's Office,  
Colombo, January 10, 1922.

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

## TELEPHONE CALL OFFICE AT WENNAPPUWA POST OFFICE.

(Scale of Charges for 3 Minutes' Conversation.)

An additional fee of 10 cents is charged for the use of the Call Office.

	Rs.	c.		Rs.	c.
Between Wennappuwa and—			Between Wennappuwa and—		
Kochchikade and Negombo ..	0	15*	Elkaduwa ..	}	1 25
Kelaniya ..	}	0 25	Galaha (including Hewaheta) ..		
Ragama ..			Galagedera, Gampola ..		
Bandaragama ..	}	0 50	Kandy, Katugastota ..		
Colombo ..			Katukurunda ..		
Dehiwala ..			Kundasale, Matale ..		
Kesbawa ..			Nawalapitiya ..		
Kotte ..			Teldeniya ..		
Moratuwa ..	}	0 75	Wattegama ..	}	1 50
Padukka ..			Rangalla ..		
Panadure ..			Hatton ..		
Wadduwa ..			Kotagala ..		
Wattala ..			Kotmale ..		
Avissawella ..	}	1 0	Pussellawa ..	}	1 75
Horana ..			Rattota ..		
Ingiriya ..			Lochnagar ..		
Kalutara ..			Kandapola (including Ragala and Uda Pussellawa) ..		
Neboda ..			Maturata ..		
Paiyagala ..	}	1 0	Nanu-oya ..	}	1 75
Polgahawela ..			Norwood (including Bogawantalawa and Maskeliya) ..		
Tebuwana ..			Nuwara Eliya ..		
Ambalangoda ..			Pundaluoya ..		
Baddegama ..			Talawakele (including Tilli-coultry, Agrapatana, and Radella) ..		
Elpitiya ..	}	1 0	Watagoda ..	}	1 75
Galle ..			Watawala ..		
Kurunegala ..					
Peradeniya ..					
Ratnapura ..					

\* Including Call Office fee.

## CALL OFFICE AT RANGALA POST OFFICE.

(Scale of Charges for 3 Minutes' Conversation.)

An additional fee of 10 cents is charged for the use of the Call Office.

	Rs.	c.		Rs.	c.
Between Rangala and—			Between Rangala and—		
Galaha (including Hewaheta) ..	}	0 25	Colombo ..	}	1 0
Galagedara ..			Dehiwala ..		
Gampola ..			Kandapola (including Rangala and Uda Pussellawa) ..		
Kandy ..			Kelaniya ..		
Katugastota ..			Kotte ..		
Kundasale ..	}	0 50	Maturata ..	}	1 25
Peradeniya ..			Moratuwa ..		
Teldeniya ..			Ragama ..		
Wattegama ..			Wattala ..		
Elkaduwa ..					
Hatton ..	}	0 75	Avissawella ..	}	1 50
Kotmale ..			Bandaragama ..		
Matale ..			Horana, Ingiriya ..		
Nawalapitiya ..			Kalutara ..		
Polgahawela ..			Kesbawa ..		
Pussellawa ..	}	1 0	Kochchikade ..	}	1 25
Rattota ..			Neboda, Negombo ..		
Lochnagar ..			Padukka, Paiyagala ..		
Kotagala ..			Panadure, Tebuwana ..		
Kurunegala ..			Wadduwa ..		
Nanu-oya ..	}	1 0	Ambalangoda ..	}	1 75
Norwood (including Bogawantalawa and Maskeliya) ..			Elpitiya ..		
Nuwara Eliya ..			Baddegama ..		
Pundaluoya ..			Galle ..		
Talawakele (including Tilli-coultry, Agrapatana, and Radella) ..			Katukurunda ..		
Watagoda ..	}	1 0	Ratnapura ..	}	1 75
Watawala ..					

## "THE DEFENCE FORCE ORDINANCE, 1910."

REGULATIONS for the Ceylon Supply and Transport Corps made by the General Officer Commanding the Troops, under sections 9 and 12 of "The Defence Force Ordinance, 1910," and approved by His Excellency the Governor.

Colonial Secretary's Office,  
Colombo, December 6, 1921.

By His Excellency's command,

GRAEME THOMSON,  
Colonial Secretary.

## Rules and Regulations relating to the Ceylon Supply and Transport Corps.

Name.	NAME OF THE CORPS, HOW CONSTITUTED, AND DUTIES.	Mess dress.	Officers attending evening functions necessitating the wearing of uniform shall wear khaki tunic and slacks, white shirt with turn down white linen collar, black tie, black socks, and black leather shoes, and Sam Browne belt, unless otherwise ordered.
Constitution.	1. The name of the Corps shall be "The Ceylon Supply and Transport Corps."		
Establishment.	2. It shall be formed of sections of Europeans in the different districts. These sections to be grouped together and formed into a Corps of four Areas.		<i>N. C. O.'s and Men.</i>
Objects of the Corps.	3. The strength of the Corps shall be ten Officers and one hundred and twenty-five men, apportioned as follows:— Headquarters: 1 Commanding Officer; 1 Adjutant and Quartermaster. Colombo Area: 1 Area Commander; 2 Area Officers; 40 N. C. O.'s and men. Kandy Area: 1 Area Commander; 2 Area Officers; 40 N. C. O.'s and men. Sabaragamuwa Area: 1 Area Commander; 25 N. C. O.'s and men. Uva Area: 1 Area Commander; 20 N. C. O.'s and men.	Review order.	As in Drill Order.
	4. The Corps is primarily formed to supply and transport all units of the Ceylon Defence Force, but it is at the disposal of the Government for any duties that may be assigned to it. The Corps will supply the striking forces of the Ceylon Defence Force with rations, ammunitions, and materials, and transport troops to places of mobilization and to points of defence and attack, and women and children to places of safety.	Drill order.	Helmet: Khaki regulation Wolseley, with brown leather chin strap, and C. S. & T. Corps colours on left side of helmet. Tunic: C.P.R.C. pattern with brown leather service buttons. Brass shoulder badges. Breeches: C.P.R.C. pattern. Putties: Fox's spiral, khaki. Haversack: Regulation khaki drill, worn at left side. Water Bottle: Regulation C.P.R.C. pattern. Boots: C.P.R.C. pattern, brown. Belt: Regulation with one pouch on left side, and revolver holster on right side (or frog if rifle is carried). Forage Cap: Old pattern khaki serge, with C. S. & T. Corps badge.
Review order.	DRESS.	Marching orders.	Helmet, shirt, and khaki shorts. Putties, boots, and accoutrements as in Drill Order.
Drill order.	<i>Officers.</i>	Undress uniform.	Khaki slacks may be worn when not on duty.
	5. As in Drill Order.	Arms.	ARMS.
	Helmet: Khaki regulation Wolseley, with brown chin strap, C. S. & T. Corps silvered badge, and colours on left side of helmet.		6. Officers, non-commissioned officers, and men will be armed with regulation service revolvers. In the event of revolvers not being available for non-commissioned officers and men, rifle and bayonet will be carried.
	Tunic: Khaki drill regulation infantry. Brown leather service buttons, and C. S. & T. Corps silvered shoulder badges.	Head-quarters.	ORGANIZATION.
	Breeches: Regulation khaki cord or drill. Boots and Leggings: Brown leather boots without ornament, regulation brown leather puttie leggings.	Areas.	7. The headquarters of the Corps shall be in Colombo, unless otherwise notified in orders.
	Haversack: Regulation khaki drill, worn at left side.	Colombo area.	The Corps shall be divided into four areas: Colombo, Kandy, Sabaragamuwa, and Uva.
	Water Bottle: Regulation infantry pattern, covered with khaki serge.		The Colombo area shall have its headquarters in Colombo, and shall consist approximately of—
	Sword Belt: Brown Sam Browne with brass fittings, one brace over right shoulder, one leather ammunition pouch, and leather revolver holster on right side. (Sword scabbards will not be worn.)	Kandy area.	The whole of the Western Province; The whole of the Southern Province; and That portion of the North-Western Province that is served by the Coast road leading north from Colombo to Puttalam.
Marching order.	Cap: Staff pattern khaki cloth with peak, black band, and piping, and silvered badge in front.		The Kandy area shall have its headquarters at Kandy, and shall consist approximately of—
	Badges of Rank: Regulation, silvered.		The whole of the Central, Northern, and North-Central Provinces, and that portion of the North-Western Province that is not served by the Coast road running south from Puttalam to the Western Province, and that portion of the Eastern Province that lies north of Elephant Point.
	Helmet, shirt, and khaki shorts.		
	Putties: Fox's spiral khaki.		
	Boots and Accoutrements: As in Drill Order.		

Sabara-gamuwa area.

The Sabaragamuwa area shall have its headquarters at Avissawella, and shall consist approximately of the whole of the Province of Sabaragamuwa.

Uva area.

The Uva area shall have its headquarters at Badulla, and shall consist approximately of the whole of the Province of Uva, and that portion of the Eastern Province that lies south of Elephant Point.

(Note.—The actual boundaries of areas shall be defined, with the sanction of the Officer Commanding, by the Area Commanders concerned, with the co-operation of the commanders of striking forces that operate within the Areas.)

#### SUB-AREAS AND SECTIONS.

Sub-areas.

Areas may be divided into sub-areas, each in command of an officer.

Sections.

Areas and/or sub-areas shall be divided into sections, each in command of a non-commissioned officer.

Strength of sections and sub-areas.

The strength and locality and number of sections and sub-areas shall be determined by Area Commanders with the full co-operation of the Commanders of all other units of the Ceylon Defence Force that may operate within the areas concerned.

Locality of local headquarters.

The local headquarters of sub-areas and sections shall be as far as possible at the same places as those of other units of the Ceylon Defence Force.

(See Appendix for distribution of sections.)

#### ADMINISTRATION.

Head-quarters administration.

8. The Adjutant and Quartermaster and all Area Commanders shall maintain offices.

The Adjutant's Office equipment shall include the following :—

Corps Register.  
Inventory Book.  
Cash Book, Journal, and Ledger.  
Certificate of Efficiency Book.  
Half-Yearly Return of Stores Book.  
Document Register.  
Corps Motor Log Register.  
Issue Order Book.  
Official list of Registered Motor Cars.  
Corps Leave Register.  
Railway Warrant Book.  
Register of Musketry.  
Register of Training.  
Indent Book.

Administration of areas.

Area Commander's Office equipment will consist of the following :—

Area Register.  
Inventory Book.  
A sufficient number of Motor Log Books.  
Motor Log Register.  
Register of Quarterly Returns.  
Area Leave Register.  
Issue Order Book.  
Indent Book.

#### DUTIES.

Duties of Commanding Officer.

9. The Commanding Officer shall inspect each area at least once every year. He shall, with the co-operation of the Commanders of other Ceylon Defence Force units, maintain the Corps in such a state of efficiency that it shall be ready at any moment to undertake the transport of all units of the Ceylon Defence Force to places of mobilization.

Duties of Area Commanders.

Area Commanders shall be responsible for the efficiency of all sub-areas and sections that come within their areas. They shall receive and correct all returns sent them by their Section Commanders, and be prepared to produce such returns when called upon to do so by the Commanding Officer. They shall keep in touch with the Commanders of any other units that may operate within their areas, and shall make themselves acquainted with the transport needs of such units, and keep such Commanders informed of the arrangements made for their transport. They shall make arrangements for the parking of transport vehicles.

Duties of Section Commanders.

Section Commanders shall be responsible for the condition of all arms, Government and Corps property, issued to their sections. They shall hold periodical kit inspections, and see that all accoutrements are in order. They shall complete and return the quarterly return as provided for in C. S. & T. Corps Form No. 1.

Supply Officers and Mechanical Transport Officers.

Supply Officers, and Mechanical Transport Officers may be appointed and shall carry out any duties that may be given them by the Commanding Officer.

#### EFFICIENCY.

Area Commanders.

10. The qualifications for efficiency shall include the following, unless otherwise ordered in orders :—

Two area drills in the year.  
The inspections of each of his sections once in the year.  
The compilement and corrections of returns.  
Revolver course.

Section Commanders.

Two area drills in the year.  
Four section drills or two extra area drills in the year.  
The compilement of C. S. & T. Corps quarterly returns.  
Musketry or revolver course as laid down in orders.

Other ranks.

Two area drills in the year.  
Four section drills or two extra area drills in the year.  
Musketry or revolver course as laid down in orders.

Extra efficiency and qualifications for promotion.

The qualifications for extra efficiency and promotion may include the following :—

An examination in motor driving and simple repairs, and the conversion of motor vehicles into armoured cars.

An examination on the geography of Ceylon, including railways, roads, and telegraphs and telephones, and the chief supply centres.

(Note.—Drills shall be of a very elementary character, and with the sole object of maintaining discipline.)

Non-efficient.

Any officer, non-commissioned officer, or man who is not efficient at the end of the year shall pay into the funds of the Corps a sum equal to that of the Capitation Grant he has failed to earn.

In special cases, however, the defaulter may apply to the Commanding Officer, through his Area Commander, for relief from this payment, but the decision of the Commanding Officer shall in all cases be final.

## GENERAL.

- Orders.** 11. Orders affecting members of the Corps shall be read out on all parades by Section Commanders. All members will endeavour to acquaint themselves with Corps orders published in the press.
- Promotions.** 12. Recommendations for promotions will be submitted by Section Commanders through Area Commanders, to the Officer Commanding.
- Courts of Inquiry.** 13. The Commanding Officer is empowered at any time to assemble a Court of Inquiry consisting of three members of the Corps, one of whom is to be if possible an officer, for the purpose of investigating any irregularity (excepting the conduct of a Commissioned Officer), and assisting him in coming to a conclusion about it.
- Any inquiry in reference to a Commissioned Officer shall be conducted by a court to be composed of Officers only, and convened under authority of His Excellency the Governor.
- Finance Committee of Management.** 14. The finances of the Corps will be managed by a Finance Committee consisting of the Commanding Officer and three officers detailed by him.
- Capitation grant.** The capitation grant that may be earned every year by efficient members of the Corps are as follows:—
- |                                   | Rs. |
|-----------------------------------|-----|
| Field officers                    | 50  |
| Officers below field rank         | 30  |
| Non-commissioned officers and men | 40  |
| Efficients of reserve             | 10  |
- Allowances.** 15. Allowances shall be granted according to the rules and regulations of the Ceylon Defence Force.
- Meetings.** 16. Meetings of non-commissioned officers and men are not to be convened without the authority of the Commanding Officer.
- Acts of the Commanding Officer.** 17. The Acts of the Commanding Officer are not to be openly commented on, nor are any particular courses of action to be recommended for his adoption either by memorials or meetings, unless such meetings are assembled by him.
- Recovery of fines and forfeitures.** 18. All fines and other sums of money for lost or damaged arms, accoutrements, and clothing, or otherwise levied under these rules, shall be recovered summarily in the manner provided in paragraphs 23 and 24 of Ordinance No. 8 of 1910.
- Complaints and suggestions.** 19. All complaints and suggestions must be made through the Officer Commanding the section, and Area Commanders to the Officer Commanding the Corps. Letters must not be addressed to the Commanding Officer direct.
- Newspaper correspondence.** 20. Newspaper correspondence on military matters is an offence in Military Law.
- Enrolment.** 21. Officers commanding sections must personally see every man offering himself for enrolment, and send in his recommendation to Area Commanders, who will forward to the Officer Commanding the Corps. All enrolments are subject to the

approval of the Commanding Officer. Recruits are enrolled for the period of five years.

**Discharge.** 22. Discharges will be carried out by the Commanding Officer under rules 56 and 57 of the Rules and Regulations relating to the Ceylon Defence Force. A certificate of discharge will not be granted until all property belonging to Government or the Corps has been returned, and no member of the Corps shall consider himself discharged until he has received the certificate provided for in rule 57 of the regulations above mentioned.

**Dismissal.** 23. When a member of the Corps has been dismissed except as non-efficient, a notification of the fact, with the cause of dismissal, shall be published in orders.

**Change of address.** 24. All members of the Corps shall notify any change of address immediately. Any member of the Corps not doing so, will be considered to be absent without leave.

**Transfers.** 25. Any non-commissioned officer leaving his district for good and going to one where there is no vacancy in the section to which he is being transferred shall revert to the ranks, but will be eligible for promotion in the area or section to which he is being transferred, if recommended by his Section Commander.

**Leave.** 26. Application for leave of absence out of the Island must be made at least three weeks before a member is due to sail. Application for leave in the Island must be made as follows:—

**Adjutant:** The Adjutant will notify the Commanding Officer when he intends taking leave for periods not exceeding seven days. For leave of absence for periods exceeding seven days, the Adjutant will apply for leave in the usual manner.

**Area Officers and Section Commanders:** Officers and Section Commanders will notify the Officer Commanding or the Area Commander when they intend taking leave for periods not exceeding fourteen days. For leave of absence for periods exceeding fourteen days, they will apply for leave in the usual manner.

**Travelling on duty.** 27. When in uniform and on duty, any member of the Corps can obtain a warrant entitling him to travel by rail by application to his Area Commander, the cost of same to be charged to the Ceylon Defence Force Travelling Vote. It must, however, be understood that no moves entailing expenditure of Corps funds are to be undertaken without the previous sanction of the Commanding Officer. The duty must be specified on the column for same.

**Reserve.** 29. There shall be no fixed establishment for the reserve, which shall consist of all ranks. Members who have been returned as efficient for five years will be eligible for the reserve. The reserve shall be subject to the same rules as active members, except in regard to efficiency.

30. In these and all other matters not herein mentioned, the rules and regulations governing the Ceylon Defence Force shall apply.

## APPENDIX.

## Distribution of Sections.

<p><i>Colombo Area.</i></p> <ol style="list-style-type: none"> <li>1. Colombo Section.</li> <li>2. Puttalam Section.</li> <li>3. Kalutara Section.</li> <li>4. Galle Section.</li> </ol> <p><i>Kandy Area.</i></p> <ol style="list-style-type: none"> <li>1. Jaffna Section.</li> <li>2. Anuradhapura Section.</li> <li>3. Trincomalee Section.</li> <li>4. Kurunegala Section.</li> <li>5. Kandy Section.</li> </ol>	<ol style="list-style-type: none"> <li>6. Hatton Section.</li> <li>7. Matale Section.</li> <li>8. Nuwara Eliya Section.</li> </ol> <p style="text-align: center;"><i>Sabaragamuwa Area.</i></p> <ol style="list-style-type: none"> <li>1. Ratnapura Section.</li> <li>2. Kegalla Section.</li> <li>3. Kelani Valley Section.</li> </ol> <p style="text-align: center;"><i>Uva Area.</i></p> <ol style="list-style-type: none"> <li>1. Badulla Section.</li> <li>2. Haputale Section.</li> <li>3. Batticaloa Section.</li> </ol>
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THE following Order in Council applying the Maintenance Orders (Facilities for Enforcement) Act, 1920, to Ceylon is published for general information.

Colonial Secretary's Office,  
Colombo, January 6, 1922.

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

At the Court at Buckingham Palace, the 11th day of October, 1921.

Present :

THE KING'S MOST EXCELLENT MAJESTY IN COUNCIL.

WHEREAS by the Maintenance Orders (Facilities for Enforcement) Act, 1920, provision has been made for the enforcement in England and Ireland of maintenance orders made by a Court in any part of His Majesty's Dominions outside the United Kingdom to which the said Act extends :

And whereas by the said Act it is amongst other things provided that where His Majesty is satisfied that reciprocal provisions have been made by the Legislature of any part of His Majesty's Dominions outside the United Kingdom for the enforcement within that part of maintenance orders made by Courts within England and Ireland, His Majesty may by Order in Council extend the said Act to that part, and thereupon that part shall become a part of His Majesty's Dominions to which the said Act extends :

And whereas His Majesty is satisfied that the Legislatures of the parts of His Majesty's Dominions outside the United Kingdom hereinafter mentioned have made reciprocal provisions for the enforcement within those parts of maintenance orders made by Courts within England and Ireland :

Now, therefore, His Majesty, by virtue and in exercise of the powers by the above recited Act in His Majesty vested, is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows :—

The Maintenance Orders (Facilities for Enforcement) Act, 1920, shall apply to the parts of His Majesty's Dominions outside the United Kingdom hereunder mentioned :—

Ashanti. | Ceylon. | Hong Kong. | Gibraltar. | St. Lucia.

And the Right Honourable Winston Spencer Churchill, one of His Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly.

ALMERIC FITZROY.

THE following despatch received from the Secretary of State for the Colonies on the subject of the regulations governing the admission to the Royal Air Force Cadet College is hereby published for general information.

Colonial Secretary's Office,  
Colombo, December 14, 1921.

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

The SECRETARY OF STATE FOR THE COLONIES to Governor Sir W. H. MANNING, G.C.M.G., K.B.E., C.B.

*Circular.*

Downing street, October 12, 1921.

SIR,—I HAVE the honour to transmit to you copies of Provisional Regulations for admission to the Royal Air Force Cadet College, and to invite reference to the provisions of Regulation 36 with regard to the nomination of cadets on the recommendation of the Secretary of State for the Colonies. One Cadetship annually has been placed at my disposal to be filled from the Colonies not possessing responsible Government and British Protectorates.

2. In addition to the conditions indicated in the print, the following supplementary conditions have been laid down in respect of candidates recommended for nomination by the Secretary of State :—

All candidates recommended, must, be—

- (i.) Within the age limits specified in the Provisional Regulations.
- (ii.) Physically fit for service in the Royal Air Force.
- (iii.) Members of families established and resident in the Colonies or Protectorates. (These Cadetships are not intended for the sons of parents whose connection with the Colonies is only temporary or official.)
- (iv.) Unmarried and of unmixed European descent.
- (v.) In the opinion of the recommending authority suitable in every respect to hold Commissions in the Royal Air Force.



3. A candidate nominated for a Cadetship at the Royal Air Force College will be required to report himself to the Commandant of the College on the opening day of the term immediately succeeding the date of his nomination. Candidates will have no claim on public funds for the payment of their travelling expenses.

4. It will be necessary for oversea candidates to be medically examined locally before their names are put forward for nomination. The standards which have been laid down in this respect are described in the enclosed publication, "The Examination of Aviation Candidates for the Royal Air Force (Provisional)"—F.S. Publication 130, which will hereafter be known as "Air Publication 130." I also enclose copies of R.A.F. Form 827—"Entry Examination, Flying Ranks, Board Record"—which must be completed in respect of each accepted candidate.

5. Should you desire to recommend any candidate to me for nomination, your recommendation should be accompanied by particulars showing that the candidate fulfils the conditions indicated above and in the enclosures to this despatch. It will be observed from the Provisional Regulations that the name of the nominee is required to be furnished to the Air Council by the 1st of June or 1st of November in any year.

6. Should I receive in any one year recommendations for more than one nominee from the Colonies and Protectorates, I propose to exercise my discretion as to which candidate I shall recommend to the Air Council for nomination.

I have, &c.,

WINSTON S. CHURCHILL.

Enclosures in Circular Despatch of October 12, 1921.

1. Regulations for admission to the Royal Air Force (Cadet) College, Cranwell, No. 121.
2. The Examination of Aviation Candidates for the Royal Air Force (Provisional), No. 130.
3. R.A.F. Form 827.

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. M. Jeffery	District Engineer, Public Works Department	Duty in the Railway Extensions Department
Mr. L. W. Peach	do.	do.
Mr. A. S. Crow	do.	do.
Mr. M. S. Christoffelsz	do.	do.
Mr. D. K. McMinn	do.	do.

By His Excellency's command,

GRAEME THOMSON,  
Colonial Secretary.

Colonial Secretary's Office,  
Colombo, January 6, 1922.

"THE HOUSING AND TOWN IMPROVEMENT ORDINANCE, NO. 19 OF 1915."

IT is hereby notified, in terms of section 55 (1) of Ordinance No. 19 of 1915, that His Excellency the Governor in Executive Council has been pleased to sanction the Panadure Improvement Scheme submitted by the Sanitary Board of the Kalutara District, referred to in the Notification dated July 2, 1918, signed by the Chairman of the said Board, and published in terms of section 51 (1) in the *Government Gazettes* of July 12, 19, and 26, 1918, and in two newspapers circulating within the administrative limits in which the area comprised in the scheme is situated.

By His Excellency's command,

GRAEME THOMSON,  
Colonial Secretary.

Colonial Secretary's Office,  
Colombo, January 6, 1922.

"THE PILGRIMAGES ORDINANCE, NO. 13 OF 1896."

IT is hereby notified that His Excellency the Governor, with the advice of the Executive Council, has been pleased to make the following regulations, under section 1 of the above-mentioned Ordinance, for the control of persons proceeding on pilgrimage to Madhu.

By His Excellency's command,

GRAEME THOMSON,  
Colonial Secretary.

Colonial Secretary's Office,  
Colombo, January 5, 1922.

REGULATIONS REFERRED TO.

(1) No person shall camp in any place in which he has been prohibited by special or general order of the Assistant Government Agent from camping, and any person refusing to remove his camp when ordered to do so shall be guilty of an offence.

(2) No person shall ease himself within the limits of the cleared camping ground, except at the places provided for the purpose.

(3) No person shall deposit liquid or solid refuse or rubbish elsewhere than in the pits provided for the purpose.

(4) Every person in charge of cart bulls shall cause the droppings to be removed to the nearest place provided for the purpose, and shall keep the place occupied by the bulls reasonably clean at all times.

## " THE IRRIGATION ORDINANCE, No. 45 OF 1917."

**R**ULES made by the proprietors within the following irrigation districts, viz., Colombo Mudaliyar's division, Alutkuru korale north, &c., under section 11 of "The Irrigation Ordinance, No. 45 of 1917," and approved by the Governor in Executive Council, under section 19 of the said Ordinance.

Colonial Secretary's Office,  
Colombo, December 16, 1921.

By His Excellency's command,

GRAEME THOMSON,  
Colonial Secretary.

## SCHEDULE.

*Rules referred to.*

The rules appearing in schedule 2 made by the majority of the proprietors of the irrigation districts shown in schedule 1 (to the extent therein indicated) in pursuance of section 11 of the said Ordinance and approved by the Governor in Executive Council, in terms of section 19 of the said Ordinance, are hereby published in terms of section 19 of the said Ordinance.

## SCHEDULE 1.

Colombo Mudaliyar's Division	} The whole.
Alutkuru korale north	
Siyane korale west	
Salpiti korale	
Hewagam korale	
Hapitigam korale	
Alutkuru korale south.	The whole, except rule 20.

## SCHEDULE 2.

1. All the proprietors of any tract or tracts of paddy lands dependent upon any tank, or amuna, or channel, or water-course, or other source of supply, shall contribute annually in money or in labour in proportion to the extents owned by them towards any necessary work of construction, restoration, improvement, repair, or upkeep of such tank, or amuna, or water-course, or other source of supply.

2. On the application to the Government Agent of two-thirds of the proprietors of a tract of fields for that purpose, the Government Agent may authorize the Irrigation Headmen to cause the construction or opening of such new tanks, or amunas, or channels, or water-courses, or other sources of supply, as he shall consider necessary to carry out the wishes of the proprietors; and all the proprietors of the tract shall contribute either in money or in labour in proportion to the extents owned by them towards such work of construction or opening of such new tanks, or amunas, or channels, or water-courses, or other sources of supply.

3. No person shall encroach on or alter any tank, or amuna, or channel, or water-course, or other source of supply.

4. No gaps in any permanent dam shall be cut, but pipes inserted where necessary by the Irrigation Headmen; the cost to be borne by the proprietors depending on such outlet in proportion to the extents owned by them.

5. Before the commencement of any sowing season the majority of the proprietors of any tract of fields intending to cultivate for the season shall decide on the kind or kinds of paddy that shall be sown for that season, and the times of beginning and finishing, mudding and sowing, and such decision shall be adhered to by all the proprietors. If the proprietors neglect to decide as above, the Irrigation Headman shall do so for them.

6. The distribution of water from the tank, amuna, or other source of supply shall be made under the direction and control of the Irrigation Headman, and no person shall issue, distribute, cut off, divert, or use in any manner the water except under the direction of or with the consent of the Irrigation Headman.

7. The Irrigation Headman shall regulate the tattu maru system by keeping a list of all tattu maru fields, and entering the names of all proprietors thereof according to their proper turn of cultivation; and all proprietors of such fields shall sign this list, which shall be attested by the Vidane Arachchi and Irrigation Headman.

8. All ridges known as inniyaras shall be not less than two feet in width, and other ridges not less than one foot.

9. All owners of cattle shall herd them during the day, and fold or tie them during the night, during the cultivation season.

10. All fence breakers shall be yoked to others during the cultivation season, or the owners of cattle shall send them away to other villages or districts according to custom. No cattle shall be allowed to graze in or upon any tract having growing crops thereon, or in any field or parcel of ground left uncultivated or unsown within a tract of field under crop.

11. Each proprietor shall join in putting up the fence of the field in proportion to his share of the field; the fence shall be made sufficiently strong to keep out cattle, and all cultivators shall put up the fences before commencing to cultivate, and each proprietor shall keep his portion of the fence in proper order throughout the cultivation season until the crop is reaped, whether he cultivates his share or not, unless his share is cultivated by another proprietor. The usual passages shall be preserved for taking cattle and agricultural implements to and from the paddy fields.

12. Any person cultivating the land of a proprietor shall be liable to fulfil all the obligations which according to custom and these rules that proprietor has to perform.

13. No proprietor shall be considered as entitled to exemption from any agricultural works under these rules on the excuse of his land not being cultivated.

14. Should a case occur in which, before sowing has commenced, it is found that the source of supply to the tract of fields is insufficient to irrigate the whole extent of the tract, the majority of the proprietors intending to sow for that season shall decide on the extent and the portion of the tract to be cultivated, and that portion shall be divided among such proprietors in proportion to their shares of the tract.

15. Should a case occur in which from any cause the source of supply to the tract of fields should prove insufficient after sowing has been completed, to bring the whole extent sown to maturity, the majority of the proprietors of the fields sown shall decide what part of the tract shall be abandoned, and the remainder shall be divided among the proprietors who sowed in proportion to the extent sown by each.

16. No canal or water-course shall be closed or opened either for the purpose of irrigation or drainage, so as to benefit one tract of paddy fields to the injury of another.

17. No proprietor or other person shall do any act in his own interest having a tendency to injure the interests of other proprietors.

18. No person shall commit any act in opposition to these rules, or whereby loss or damage may accrue to any of the proprietors within the Colombo District, or which causes damage to any irrigation work.

19. Any custom now existing relating to paddy cultivation in the Colombo District not expressly provided for in these rules, and not opposed thereto, shall have the force of these rules and be considered part of them.

20. Every proprietor shall pay to the Irrigation Headman over his lands a huwandiram or commission at the rate of one seer on every two bushels of crop.

21. All breaches of rules shall, without delay, be reported by the Irrigation Headman to the Mudaliyar of the division who shall make such order thereon as he considers necessary, or, in his discretion, report the matter to the Government Agent.

## NOTICES CALLING FOR TENDERS.

THE following paragraph should be added to the notice calling for Sealed Tenders for the supply of Toddy to the Government Experimental Distillery at Jawatta, Kalutara North, for the period May 1, 1922, to December 31, 1922, published in *Government Gazette* No. 7,236 of January 6, 1922:—

“When a tenderer proposes to give delivery at some place other than the distillery, he should state how many miles such place is distant from the distillery. Such place of delivery must be on the main coast road.”

Excise Office,  
Colombo, January 9, 1922.

T. W. ROBERTS,  
Excise Commissioner.

TENDERS are hereby invited for loading, unloading, and stacking firewood at the following places on week days and Sundays from date of acceptance to September 30, 1922:—

(a) Loading into special trains between Hatton and Haputale.

(b) Unloading and stacking at Bandarawela.

2. The rates should be shown separately for each head of service, viz., (i.) loading, (ii.) unloading and stacking.

3. Not less than 100 cubic yards per hour are to be loaded, and not less than 100 cubic yards per hour are to be unloaded and stacked.

4. Loaded firewood wagons when detached at out-stations should be unloaded and the wood re-stacked within 4 hours time after arrival at their destination.

5. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Controller of Revenue, Colombo.

6. Tenders should be deposited in the Office of the Controller of Revenue, or be sent through the post.

7. Tenders should be marked “Tender for Loading, Unloading, and Stacking Firewood” in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue, Colombo, not later than midday on Tuesday, January 24, 1922.

8. 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.

9. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline 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.

10. The amount of security required will be Rs. 50 in cash. All other necessary information can be ascertained upon application at the office referred to in section 6.

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

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

14. 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.

15. 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.

16. Contracts may not be assigned or sublet without the authority of the General Manager.

17. 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.

General Manager's Office,  
Colombo, January 6, 1922.

G. P. GREENE,  
General Manager.

TENDERS are hereby invited for the purchase of the following old material from persons willing to buy same, viz.:—

	Tons.
Old wheel centres	4
Old wrought iron and mild steel scrap	240
Old wheel tyres (engine, carriage, and wagon)	160
Old spring plates	80
Old spring steel (various)	1
Old steel wheel turnings	20
Old cast steel	20

The above quantities are approximate.

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 Old Material” in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on February 28, 1922.

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. 100 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 Colombo Bank, and a receipt produced for the same before any form of tender is issued; and should the person whose tender has been accepted decline to make payment and take delivery of the articles in question, or fail to remove them within the time specified by the General Manager, such deposit shall be forfeited to the Crown. Should, however, he pay the charges due and remove the material in the specified time, the deposit of Rs. 100 will be refunded. The deposit of all other tenderers whose tender has not been accepted will be refunded to them.

7. Applications from outside Ceylon accompanied by a draft on a Colombo Bank in favour of the Hon. the Treasurer of Ceylon will be considered on intimation being received from the Bank that such a draft has been placed to the credit of Government.

8. Tenderers are requested to inspect the old material before tendering, which can be seen on application at the Office of the Locomotive, Carriage, and Wagon Superintendent, Colombo; and once a tender has been accepted, no excuse whatever as regards the quality, &c., of the material will be accepted by the General Manager.

9. Payment must be made within three weeks after notification of acceptance of tender, and the material must be removed within two months from date of payment.

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

11. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

12. 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.

General Manager's Office,  
Colombo, January 5, 1922.

G. P. GREENE,  
General Manager.

**TENDERS** are hereby invited for the supply of broad gauge sleepers up to a total of 50,000 sleepers more or less from private lands for the Ceylon Government Railway Extensions delivered at any approved Railway Stations in the Island in accordance with the following specifications and conditions:—

2. Tenders may be made for quantities of 1,000 sleepers and upwards from any district, except within the Province of Sabaragamuwa.

3. Within the Province of Sabaragamuwa tenders will only be considered from persons who can produce title deeds with plans showing the areas from which the sleepers will be obtained, or persons holding *bona fide* leases to such lands, in quantities of not less than 2,000 sleepers.

4. Broad gauge sleepers for 5 ft. 6 in. gauge railway shall have the following dimensions 9 ft. long, 10 in. wide, and 5 in. deep.

The sleepers shall be of good sound strong timber cut from the following woods only, viz.:—

Palu, milla, halmilla, red (yakahalu), dun, hulan hik, satinwood, rani, and na.

The following additional species of timber will be accepted for sleepers. Any one or all of them may be withdrawn from the list of timbers after due notice being given:—

Ubberiya, godapara, tumpalai, suriya, and kolon.

5. The sleepers shall be free from sapwood, dry rot, knot holes, and shall be cut square and straight, a camber of  $\frac{1}{2}$  in. is allowed.

6. The sleepers shall be cut with an allowance of  $\frac{1}{4}$  in. width and  $\frac{1}{8}$  in. in thickness to allow for shrinkage, and no further allowance shall be made.

7. The length specified shall be subject to a variation of 1 in. either way.

8. The sleepers should have sound gum veins, and may have gum pockets up to 6 in. by  $\frac{3}{8}$  in., sap or wane not to exceed 2 in. on either face and not to come under rail seat. Knots shall be allowed up to 2 in. diameter as long as they are sound and firm.

9. Sleepers shall be subject to inspection.

10. All sleepers must be stacked in their respective species on edge and 4 in. apart in lots of 50 sleepers each.

11. Inspection will only be made on quantities of 250 sleepers and upwards at a time.

12. Sleepers rejected on inspection will not be considered part of the contract, but will be appropriated by the Railway Extensions Department at reduced rates, and may not be claimed or removed by the contractor.

13. The rate quoted per sleeper is to include all transport to the approved railway stations.

14. 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.

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

16. Tenders should be marked "Tenders for Sleepers" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than noon, Tuesday, January 31, 1922.

17. The tenders are to be made on forms which will be supplied upon application at the Office of the Chief Construction Engineer, 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.

18. Contractors are expected to commence supplying as soon as possible after the contract is entered into by the successful tenderers, and to supply the sleepers at the rate of not less than 250 sleepers per month on contracts of 1,000 sleepers and proportionately on larger contracts.

19. A cash deposit of Rs. 100 will be required to be made at the General Treasury, or at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into contract and bond after he has tendered or fail to furnish the approved security within 10 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 Chief Construction Engineer's Office.

20. The successful tenderers will be required to furnish cash security of Rs. 250 and upwards in proportion to the number of sleepers contracted for, 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. In addition to this a retention of 5 per cent. will also be held out of the money due to the contractor.

21. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Chief Construction Engineer. 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 contract.

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

23. 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.

24. Any further information can be obtained on application to the Chief Construction Engineer, Colombo.

M. COLE BOWEN,  
Chief Construction Engineer,  
Railway Extensions.

Colombo, January 10, 1922.

**TENDERS** are invited for supplying standard bricks at under-mentioned places and in the quantities stated:—

100,000	Battulu-oya	} Station sites.
200,000	Mundel	
200,000	Madurankuli	
100,000	Palavi	
300,000	Puttalam	

The size of the bricks required will be  $8\frac{1}{2}$  in. by  $4\frac{1}{2}$  in. by  $2\frac{3}{4}$  in.

The rate per 1,000 quoted should include all charges including transport to each of the above-named places.

Tenders may be for supplying the total quantity of 900,000 bricks required, or for the requirements of each individual place.

Samples to be submitted to the Chief Construction Engineer, Railway Extensions, Colombo.

The contractor will be expected to commence supplying as soon as possible after the agreement is entered into and to complete delivery of the quantity contracted for by May 31, 1922.

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 "Tenders for Standard Bricks" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on January 17, 1922.

5. Tenders are to be made upon forms which will be supplied upon application at the Office of the Chief Construction Engineer, 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 of Rs. 50 will be required to be made at the General Treasury or at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into contract and bond after he has tendered, or fail to furnish the approved security, within ten days of receiving 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 of a contract. No deposits for tender forms will be accepted at the Chief Construction Engineer's Office.

7. The successful tenderer will be required to furnish cash security of 10 per cent. of the value of bricks tendered for 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. In addition to this a retention of 5 per cent. will also be held out of the money due to the contractor.

8. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Chief Construction Engineer. 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 contract.

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

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

11. Any further information can be obtained on application to the Chief Construction Engineer, Colombo.

M. COLE BOWEN,  
Chief Construction Engineer,

Colombo, January 4, 1922. Railway Extensions.

**TENDERS** are hereby invited for washing blankets, mattresses, kit bags, haversacks, hospital linen, &c., at Diyatalawa, Colombo, and Kandy, from January 1 to December 31, 1922.

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 Washing Bedding, &c., of the Ceylon Defence Force, 1922," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on January 24, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Ceylon Defence Force Headquarters, Slave Island, Colombo, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 50 only will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline 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. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 300. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

12. 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.

T. G. COPE, Lieut.-Colonel,  
Staff Officer, Ceylon Defence Force.

Colombo, January 9, 1922.

**TENDERS** are hereby invited for supplying the Ceylon Defence Force with uniform, boots, &c., from the date of entering the contract to December 31, 1922. Samples can be seen at the Ceylon Defence Force Headquarters, Slave Island, Colombo.

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 "No. 1, Tenders for Supply of Uniform, Boots, &c., Ceylon Defence Force; for making up Uniform from Materials supplied from Government Stock, and, or No. 2, for making up Uniforms supplied by the Contractor's own Materials," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on January 24, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Ceylon Defence Force Headquarters, Slave Island, Colombo, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 250 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, 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. If required, samples must be deposited.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract, the amount of security required for each bond will be Rs. 500, and all other necessary information can be ascertained upon application to the office referred to in section 5.

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

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

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

13. 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.

T. G. COPE, Lieut.-Colonel,  
Staff Officer, Ceylon Defence Force.

Colombo, January 9, 1922.

**TENDERS** are hereby invited for the transport of 300 teak poles (more or less) from Bubulewatta chena, in Devilane Range and 1,300 teak poles (more or less) from teak plantations in Tumpalancholai, in Maha-oya, and Vakaneri Ranges to the Batticaloa Bar.

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 Transport of Teak Poles, 1921-22, Eastern Division South" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, January 31, 1922.

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

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for

the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond, or to furnish approved security within ten days of receiving notice in writing from the Head of Department, or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

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

9. The work should be completed before March 10, 1922.

10. A rate per cubic foot of timber from each plantation mentioned above must be quoted written both in words and figures.

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

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

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

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

15. For any further information, and for inspection of the draft contracts, application should be made to the Divisional Forest Officer, Batticaloa.

Office of the Conservator of Forests, J. D. SARGENT,  
Kandy, January 9, 1922. Acting Conservator of Forests.

**TENDERS** are hereby invited for the supply of sleepers, to be completed as specified in the schedule annexed below. The area to be exploited for the supplies and further details are given in the schedule.

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 Sleepers, Western Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, January 31, 1922.

5. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, 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 deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered 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. Sufficient sureties will be required to join a bond for the due fulfilment of the contract. The amount of the bond, and all other necessary information, can be ascertained upon application at the office referred to in section 6. A further security in cash of 5 per cent. of the value of the contract will be required of the contractor when entering into the bond.

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

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

11. The contract may not be assigned or sublet without the authority of the Tender Board previously obtained, nor shall the contractor issue a power of attorney to a person whose name is in the list of defaulting contractors authorizing him to carry on the contract. Further, the contractor shall not employ any person whose name is in the list of defaulting contractors, nor any person whom the Assistant Conservator of Forests, for reasons which appear to him sufficient, objects to after giving due notice in writing.

12. Separate rates per sleeper, broad gauge and narrow gauge, must be quoted, written both in words and figures.

13. Persons desirous of tendering are advised to acquaint themselves carefully to the nature of the work and of the contract they will be required to sign.

14. For any further information and for inspection of the draft contract, application should be made to the Assistant Conservator of Forests, Western Division, Colombo.

#### General Conditions.

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

2. All trees as are stamped and marked by the Forest Ranger are to be felled.

3. All suitable dead and fallen trees and branchwood within the forest, such are marked by the Forest Officer, should, in addition to all matured sound trees marked by him, be utilized for conversion into sleepers as may be directed.

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

5. Broad gauge sleepers are to be 9 ft. by 10 in. by 5 in. and narrow gauge sleepers 5 ft. by 9 in. by 4½ in. or 5 ft. by 10 in. by 5 in.

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

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

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

9. The contractor may be paid on account a proportionate rate for sleepers sawn, but not removed to delivery depôt in cases when it shall be deemed expedient to do so by the Conservator of Forests.

10. Payment may be made for sleepers accepted by the Assistant Conservator of Forests at Delivery Depôt.

#### Schedule.

To fell yakahelu and milla trees in Marakkayahena and Watehena in Halwatura, in Kalutara Range of the Western Division, and to convert the trees felled into 1,000 (more or less) broad gauge and 250 (more or less) narrow gauge sleepers, and to deliver them stacked at Moratuwa Railway Station.

Distance of transport: 35 miles.

Work is to commence as soon as the contract is signed and to be completed before June 15, 1922.

J. D. SARGENT,  
Acting Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, January 5, 1922.

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

NOTICE is hereby given that the private properties of long-sentenced and deceased prisoners of Bogambra Jail will be sold by public auction at the Jail premises on January 21, 1922, at 11 A.M., viz.:—

Eight coats, 29 sarongs, 20 banians, 10 belts, 11 handkerchiefs, 10 cloths, 1 comb, 1 cambaya, 1 towel, 1 pair short trousers, 2 white metal studs, 3 German silver chains, 3 German silver studs, 1 brass ring, 1 brass amulet, 1 copper coin, and 7 rags.

Kandy, January 2, 1922.

C. C. WOOLLEY,  
Superintendent.

NOTICE is hereby given that the following property of long-sentenced and deceased prisoners will be sold by public auction at the Jail premises on January 21, 1922, at 12 noon:—

23 cloths  
23 banians  
14 handkerchiefs  
13 belts  
34 sarongs  
4 towels  
4 coats

Galle Prison,  
January 9, 1922.

2 shirts  
4 pieces of cloths  
2 white jackets  
7 white metal studs  
1 white metal hair pin  
2 white metal earrings  
2 German silver waist chains

H. J. L. LEIGH-CLARE,  
for Superintendent of Prisons.

## VITAL STATISTICS.

## Registrar-General's Health Report of the City of Colombo for the Week ended December 24, 1921.

**Births.**—The total births registered in the city of Colombo in the week were 162 (2 Europeans, 9 Burghers, 101 Sinhalese, 19 Tamils, 22 Moors, 5 Malays, and 4 Others). The birth-rate per 1,000 per annum (calculated on the Census population on March 18, 1921, viz., 244,140) was 34·6, as against 29·5 in the preceding week, 20·0 in the corresponding week of last year, and 24·5 the weekly average for last year.

**Deaths.**—The total deaths registered were 138 (3 Burghers, 80 Sinhalese, 27 Tamils, 20 Moors, 2 Malays, and 6 Others). The death-rate per 1,000 per annum was 29·5, as against 34·4 in the previous week, 31·5 in the corresponding week of last year, and 27·5 the weekly average for last year.

**Infantile Deaths.**—Of the 138 total deaths, 40 were of infants under one year of age, as against 52 in the preceding week, 54 in the corresponding week of the previous year, and 31 the average for last year.

**Stillbirths.**—The number of stillbirths registered during the week was 17.

**Principal Causes of Death.**—1. (a) Twelve deaths from *Pneumonia* were registered; 5 in Maradana (including 1 death of a non-resident in hospital), 2 in St. Paul's and 1 each in San Sabastian, Kotahena, New Bazaar, Kollupitiya, and Wellawatta, same as in the previous week. The weekly average for last year was 20.

(b) Six deaths from *Bronchitis* were registered, 2 in Maradana and 1 each in San Sabastian, St. Paul's, Kotahena, and New Bazaar, as against 4 in the previous week.

(c) Three deaths from *Influenza* were registered, 1 each in Maradana, of a non-resident in hospital, Slave Island, and Kollupitiya, as against 1 in the previous week, and 6 the weekly average for last year.

2. Nine deaths from *Phthisis* were registered, 3 in Maradana (including 1 death of a non-resident in hospital), 2 each in Slave Island and Kollupitiya, and 1 each in Kotahena and New Bazaar, as against 12 in the previous week, and 14 the weekly average for last year.

3. Six deaths from *Enteric fever* were registered, 3 in Maradana, and 1 each in Kotahena, Slave Island, and Wellawatta, as against 2 in the previous week, and 6 the weekly average for last year.

4. Seventeen deaths were registered from *Enteritis*, 14 from *Infantile Convulsions*, 11 from *Debility*, 4 each from *Diarrhœa* and *Worms*, and 52 from *Other Causes*.

5. Thirteen cases of *Enteric Fever*, 2 of *Chickenpox*, and 2 of *Measles* were reported during the week, as against 6, 4, and nil, respectively, of the preceding week. No cases of *Plague* were reported, but 4 cases were reported during the previous week.

**State of the Weather.**—The mean temperature of air was 79·5°, against 81·3° in the preceding week and 78·2° in the corresponding week of the previous year. The mean atmospheric pressure was 29·958 in., against 29·987 in. in the preceding week and 29·984 in. in the corresponding week of the previous year. The total rainfall in the week was 0·22 in., against 0·98 in. in the preceding week and 0·52 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, January 5, 1922.

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

## Registrar-General's Health Report of the City of Colombo for the Week ended December 31, 1921.

**Births.**—The total births registered in the city of Colombo in the week were 113 (1 European, 9 Burghers, 59 Sinhalese, 12 Tamils, 22 Moors, 7 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the Census population on March 18, 1921, viz., 244,140) was 24·1, as against 34·6 in the preceding week, 17·4 in the corresponding week of last year, and 24·5 the weekly average for last year.

**Deaths.**—The total deaths registered were 121 (4 Burghers, 65 Sinhalese, 22 Tamils, 23 Moors, 3 Malays, and 4 Others). The death-rate per 1,000 per annum was 25·8, as against 29·5 in the previous week, 36·5 in the corresponding week of last year, and 27·5 the weekly average for last year.

**Infantile Deaths.**—Of the 121 total deaths, 38 were of infants under one year of age, as against 40 in the preceding week, 41 in the corresponding week of the previous year, and 31 the average for last year.

**Stillbirths.**—The number of stillbirths registered during the week was 16.

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

2. (a) Eight deaths from *Pneumonia* were registered, 2 each in San Sebastian, Maradana (including 1 death of a non-resident in hospital), and Wellawatta, and 1 each in Kotahena and Kollupitiya, as against 12 in the previous week, and 20 the weekly average for last year.

(b) Six deaths from *Influenza* were registered, 2 in Kotahena, and 1 each in St. Paul's, New Bazaar, Maradana, and Wellawatta, as against 3 in the previous week, and 6 the weekly average for last year.

(c) Four deaths from *Bronchitis* were registered, 3 in St. Paul's, and 1 in Kotahena, as against 6 in the previous week.

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

4. One death from *Plague* was registered in St. Paul's, as against nil in the previous week, and 3 the weekly average for last year.

5. Fifteen deaths were registered from *Debility*, 10 from *Infantile Convulsions*, 6 from *Diarrhœa*, 4 from *Enteritis*, 3 from *Dysentery*, 1 from *Worms*, and 48 from *Other Causes*.

6. Three cases of *Plague* were reported during the week, as against nil in the previous week. No cases of *Enteric Fever*, *Chickenpox*, and *Measles* were reported during the week, as against 13, 2, and 2, respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 79·9°, against 79·5° in the preceding week and 79·6° in the corresponding week of the previous year. The mean atmospheric pressure was 29·934 in., against 29·958 in. in the preceding week and 29·977 in. in the corresponding week of the previous year. The total rainfall in the week was 1·44 in., against 0·22 in. in the preceding week and 0·42 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, January 7, 1922.

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

#### Registrar-General's Health Report of the City of Colombo for the Week ended January 7, 1922.

**Births.**—The total births registered in the city of Colombo in the week were 132 (7 Burghers, 85 Sinhalese, 18 Tamils, 19 Moors, 1 Malay, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1922, viz., 246,410) was 27·9, as against 24·1 in the preceding week, 26·4 in the corresponding week of last year, and 32·8 the weekly average last year.

**Deaths.**—The total deaths registered were 232 (13 Burghers, 140 Sinhalese, 42 Tamils, 31 Moors, 4 Malays, and 2 Others). The death-rate per 1,000 per annum was 49·1, as against 25·8 in the previous week, 34·2 in the corresponding week of last year, and 30·5 the weekly average for last year.

**Infantile Deaths.**—Of the 232 total deaths, 49 were of infants under one year of age, as against 38 in the preceding week, 45 in the corresponding week of the previous year, and 40 the average for last year.

**Stillbirths.**—The number of stillbirths registered during the week was 12.

**Principal Cause of Death.**—1. (a) twenty-five deaths from *Pneumonia* were registered, 15 in the hospitals (including 7 deaths of non-residents), 2 each in San Sebastian, Kotahena South, and Maradana South, and 1 each in St. Paul's, New Bazaar, Maradana North, and Slave Island, as against 8 in the previous week, and 17 the weekly average for last year.

(b) Eleven deaths from *Bronchitis* were registered, 5 in St. Paul's, 2 in Kotahena South, and 1 each in Fort, Kotahena North, New Bazaar, and Maradana South, as against 4 in the previous week.

(c) Three deaths from *Influenza* were registered, 2 in Slave Island and 1 in New Bazaar, as against 6 in the previous week, and 5 the weekly average for last year.

2. Twenty-two deaths from *Phthisis* were registered, 8 in the hospitals (including 6 deaths of non-residents), 3 each in Kotahena North, New Bazaar, and Slave Island, 2 in Maradana North, and 1 each in Kotahena South, Kollupitiya, and Wellawatta North, as against 12 in the previous week, and 14 the weekly average for last year.

3. Four deaths from *Plague* were registered, 2 in the hospitals (1 each at the General Hospital and Infectious Diseases Hospital), and 1 each in St. Paul's and Slave Island, as against 1 in the previous week, and 3 the weekly average for last year.

4. Three deaths from *Enteric Fever* were registered in the hospitals (including 2 deaths of non-residents), same as in the previous week. The weekly average for last year was 4.

5. Twenty-four deaths were registered from *Debility*, 15 from *Enteritis*, 11 each from *Dysentery* and *Infantile Convulsions*, 8 from *Diarrhœa*, 6 from *Worms*, 1 from *Tetanus*, and 88 from *Other Causes*.

6. Twelve cases of *Enteric Fever*, 6 of *Chickenpox*, 5 of *Plague*, and 2 of *Measles* were reported during the week, as against nil, nil, 3, and nil, respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 79·9°, same as in the preceding week, as against 79·7 in the corresponding week of the previous year. The mean atmospheric pressure was 29·942 in., against 29·934 in. in the preceding week, and 29·995 in. in the corresponding week of the previous year. The total rainfall in the week was 1·19 in., against 1·44 in. in the preceding week, and 0·85 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, January 10, 1922.

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



## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE EVELYN DESICCATING MILLS, LIMITED.

1. The name of the Company is "THE EVELYN DESICCATING MILLS, LIMITED."
2. The registered office will be situate in Colombo.

The objects for which the Company is established are—

- (1) To acquire and take over as a going concern the business carried on under the name and style of The Evelyn Desiccating Mills.
- (2) To carry on the business of desiccated coconut, copra, oil, poonac, and fibre manufacturers, and to prepare, refine, buy, sell, and deal in desiccated coconut, copra, oil, poonac, fibre, and all coconut products and manufactures, and the products obtained in the manufacture of desiccated coconut and oil, and to buy, sell, and deal in these products in Ceylon and out of Ceylon.
- (3) To carry on the trade or business of refiners and manufacturers of coconut oil and of all products thereof respectively.
- (4) To carry on the trade of aerated water manufacturers and timber merchants.
- (5) To carry on all or any of the business of importers, exporters, charterers of ships and other vessels, warehousemen, and any other business which can or may conveniently be carried on in connection with any of them.
- (6) To apply for or acquire by purchase or lease or otherwise for the business of the Company in any parts of the world, sell, work, develop, and deal in any lands, estates, plantations, or any rights, or interests therein, factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, *brevets d'invention*, or other things, British, Indian, Colonial, or foreign licenses, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licenses in respect of or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
- (7) To buy, sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (8) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in the Island of Ceylon or elsewhere, and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body, or authority supreme, Municipal, local, or otherwise, and whether in Ceylon or elsewhere.
- (9) To acquire any such shares, stocks, debenture, debenture stock, bonds, obligations, or securities by original subscription, tender, purchase, exchange, or otherwise, and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
- (10) To issue debentures, debenture stock, bonds, obligations, and securities of all kinds, and frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable and either redeemable or otherwise, and to charge and secure the same by trust deed, or otherwise on the undertaking of the Company, or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
- (11) To facilitate and encourage the creation, issue, or conversion of shares, stocks, debentures, debenture stock, bonds, obligations, and securities, and to act as trustees in connection therewith, and to take part in the conversion of business concerns and undertakings into companies, and the amalgamation, reconstruction, and promotion of companies.
- (12) To take part in the management, supervision, or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents, and to act as the managing agents or managers of any company or undertaking.
- (13) To carry on the business of borrowing, raising, or taking up money, the lending or advancing money on securities and property, the discounting, buying, selling, and dealing in bills of exchange, promissory notes, coupons, drafts, bills of lading, warrants, debentures, certificates, scrip, and other instruments and securities, whether transferable or negotiable or not, the granting and issuing of letters of credit and circular notes, the buying, selling, and dealing in bullion and specie, the acquiring, holding, issuing on commission, underwriting, and dealing with stocks, funds, shares, debentures, debenture stocks, bonds, obligations and other securities.
- (14) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above or calculated, directly or indirectly, to enhance the value of or render profitable, any of the Company's property or rights.
- (15) To lend money, either with or without security, and generally to such persons and upon such terms and conditions as the Company may think fit.
- (16) 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.
- (17) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings, and generally of any assets, property, or rights.
- (18) To constitute any trusts with a view to the issue of preferred, deferred, or other stocks, and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust, and to settle and regulate and, if thought fit, to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
- (19) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial, or financial matters.
- (20) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities.

- (21) Generally to carry on business as financiers, and to undertake and carry out all such operations and transactions (except the issuing of policies of assurance on human life), as an individual capitalist may lawfully undertake and carry out.
- (22) To adopt such means of making known the products of the Company as may seem expedient, and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards, and donations.
- (23) To establish and support, or aid in the establishment and support of, associations, institutions, funds, trusts, and conveniences calculated to benefit employés or ex employés of the Company or its predecessors in business or the dependants or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general, or useful object.
- (24) To acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business, which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
- (25) To enter into any arrangement with any Government, or authority supreme, Municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority all rights, concessions, and privileges which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (26) To enter into partnership or into any arrangement for sharing profits or losses, or into any union of interests, joint adventure, reciprocal concession or corporation with any person or persons or company or companies carrying on or engaged in, or about to carry on or engage in, or being authorized to carry on or engage in any business or transaction which this Company is authorized to carry on or engaged in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.
- (27) 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.
- (28) Generally to purchase, take on lease, or in exchange, hire or otherwise acquire any immovable or movable 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.
- (29) To sell or dispose of 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.
- (30) To promote any company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (31) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined; to purchase or acquire any share or debentures in any registered limited liability company or syndicate.
- (32) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem, and pay off any such securities.
- (33) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (34) To undertake and execute any trusts, the undertaking of which may seem to the Company desirable, and either gratuitously or otherwise.
- (35) To draw, make, accept, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments or securities.
- (36) To remunerate any persons or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of 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 acquisition of property by the Company or the conduct of its business.
- (37) To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (38) 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.
- (39) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and 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.
- (40) 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.
- (41) 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.

And it is hereby declared that the word "Company," save when used in reference to this Company, in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and the intention is that the objects specified in any paragraph of this clause shall, except when otherwise expressed in such paragraph, and except as provided in the next succeeding declaration, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph.

4. The liability of the members is limited.

5. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into Ten thousand (10,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being or otherwise.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and 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.
DENZIL KOCH, Colombo .. .. .	One
FLORENCE L. KOCH, Colombo .. .. .	One
ROSSLYN KOCH, Colombo .. .. .	One

Witness to the above signatures, at Colombo, this 24th day of November, 1921 :

W. E. V. DE ROOY,  
Proctor and Notary.

ADA KOCH, Colombo .. .. .	One
EVAN KOCH, Colombo .. .. .	One
ISABEL KOCH, Colombo .. .. .	One
F. H. BERTRAM KOCH, Colombo .. .. .	One

Total number of shares .. Seven

Witness to the above signatures, at Colombo, this 29th day of November, 1921 :

BEATRICE E. LOOS.

### ARTICLES OF ASSOCIATION OF THE EVELYN DESICCATING MILLS, 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 Evelyn Desiccating Mills, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.
  - The Ordinance.*—“The Ordinance” means and includes “The Joint Stock Companies’ Ordinances, 1861 to 1909,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.
  - Special Resolution.*—“Special resolution” has the meaning assigned thereto by the Ordinance.
  - Extraordinary Resolution.*—“Extraordinary resolution” means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.
  - These Presents.*—“These presents” means and includes the Memorandum of Association and the Articles of Association of the Company from time to time in force.
  - Capital.*—“Capital” means the capital for the time being raised or authorized to be raised for the purposes of the Company.
  - Shares.*—“Shares” means the shares from time to time into which the capital of the Company may be divided.
  - Shareholder.*—“Shareholder” means Shareholder of the Company.
  - Presence or Present.*—With regard to a Shareholder “presence or present” at a meeting means presence or present personally or by proxy or by attorney duly authorized.
  - Directors.*—“Directors” means the Directors for the time being of the Company or (as the case may be) the Directors assembled at a Board.
  - Board.*—“Board” means a meeting of the Directors or (as the context may require) the Directors assembled at a Board meeting, acting through at least a quorum of their body in the exercise of authority duly given to them.
  - Persons.*—“Persons” means partnerships, associations, corporations, companies, unincorporated or incorporated by Ordinance and registration, as well as individuals.
  - Office.*—“Office” means the registered office for the time being of the Company.
  - Seal.*—“Seal” means the common seal for the time being of the Company.
  - Month.*—“Month” means a calendar month.
  - Writing.*—“Writing” means printed matter or print as well as writing.
  - Singular and Plural Number.*—Words importing the singular number only include the plural, and *vice versa*.
  - Masculine and Feminine Gender.*—Words importing the masculine gender only include the feminine, and *vice versa*.

#### BUSINESS.

5. *Commencement of Business.*—The Company may proceed to carry out the objects for which it is established, and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.
6. *Business to be carried on by Directors.*—The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents.

#### CAPITAL.

7. *Nominal Capital.*—The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into Ten thousand (10,000) shares of Ten Rupees (Rs. 10) each.

## SHARES.

8. *Allotment and Issue.*—The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they 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 or interest in such shares.

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

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

## INCREASE OF CAPITAL.

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

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

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

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

## REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

## SHARE CERTIFICATES.

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

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

25. *Renewal of Certificate.*—If any certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem

adequate being given, a new certificate in lieu thereof may be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

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 in the case of shares not fully paid up, 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 Shareholder and retain the instrument of transfer.

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

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

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

#### TRANSMISSION OF SHARES.

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

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

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares 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 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 interests 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 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 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 or the purchase money nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

(b) *Forfeiture may be Remitted.*—The Directors may, in their discretion, remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold, re-allotted, or otherwise disposed of under Article 43 hereof shall be redeemable after sale or disposal.

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

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

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

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

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

#### PREFERENCE SHARES.

51. *Preference and Deferred Shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right 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 shares issued with a preference), or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may, from time to time, by special resolution determine.

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

- (1) The holders of any class of shares, by an extraordinary resolution passed at a meeting of such holders, may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares;
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares affected by any such communication, 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 120.

(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. *Payment 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 Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time, at their discretion, to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, 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 Ten thousand Rupees (Rs. 10,000). With the sanction of a General Meeting, the Directors shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment 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 Meeting.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is so prescribed, at such time and place as may be determined by the Directors.

60. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the 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 one of the local newspapers, 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 seven 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 Meeting.*—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 by the Chairman, or 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 the Chairman, or 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 in Election of Chairman or on Question of Adjournment.*—No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment.

77. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney and entitled to vote shall have one vote for every share held by him.

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

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

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

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

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

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

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

#### *The Evelyn Desiccating Mills, 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 three or 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 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 One thousand Rupees (Rs. 1,000) 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 Francis Harold Bertram Koch, Cecil Evan Foenander Koch, and Hugh Theodore Rosslyn Koch, all 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 the Directors subsequently 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 but at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 95.

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, Fourth, and Fifth 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 a retiring Director is not filled up, the retiring Director may continue in office until the First Ordinary General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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 Directors to be vacated.*—The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, 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.

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

107. *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 business, mill, machinery, estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make, and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artizans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artizans, labourers, and other servants, for such reasons as they may think proper and advisable and without assigning any cause.

108. *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.

109. *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.

110. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized to do so 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, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

112. *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 realize such investments.

- (6) 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.

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

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

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

116. *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.

117. *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.

118. *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.

119. *Regulations 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.

120. *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 three Directors shall sign it.

121. *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.

122. *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.

123. *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 Secretary or Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm being the Secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing for and on behalf of the said firm as such Secretaries, and in the event of a company registered under the Ordinance being the 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 Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and Secretary or Director and representative of the Secretaries.

#### ACCOUNTS.

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

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

126. *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.

127. *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 of the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

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

#### DIVIDEND, BONUS, AND RESERVE FUND.

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

130. *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.

131. *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.

132. *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 extensions of the property or plant connected with the business of the Company, or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

133. *Unpaid Interest or Dividend not to bear Interest.*—No unpaid interest or dividend or bonus shall ever bear interest against the Company.

134. *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.

135. *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.

136. *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.

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

138. *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.

139. *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.

140. *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.

141. *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.

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

143. *Retiring Auditors eligible for Re-election.*—Retiring Auditors shall be eligible for re-election.

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

145. *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.

146. *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.

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

## NOTICES.

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

149. *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.

150. *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.

151. *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.

152. *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.

153. *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 one at least of the local newspapers.

## ARBITRATION.

154. *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.

155. *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.

156. *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.

157. *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.

158. *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 the places and on the dates under-noted.

DENZIL KOCH.

FLORENCE L. KOCH.

ROSSLYN KOCH.

Witness to the above signatures, at Colombo, this Twenty-fourth day of November, 1921:

W. E. V. DE ROOY,  
Proctor and Notary.

ADA KOCH.

EVAN KOCH.

ISABEL KOCH.

F. H. BERTRAM KOCH.

Witness to the above signatures at Colombo, this Twenty-ninth day of November, 1921:

[First Publication.]

BEATRICE E. LOOS.

## MEMORANDUM OF ASSOCIATION OF C. W. MACKIE &amp; COMPANY, LIMITED.

- 23 pages  
570. 507  
3 publications
1. The name of the Company is "C. W. MACKIE & COMPANY, LIMITED."
  2. The registered office of the Company will be situate in Colombo.
  3. The objects for which the Company is established are—
    - (a) To acquire and carry on as a going concern the business of merchants and commission agents carried on by Charles William Mackie under the name and style of C. W. Mackie & Company at Colombo, Ceylon, and all or any part of the assets and goodwill of that business, and with a view thereto, to enter into and carry out with such modifications as may be agreed upon, either before or after execution, the agreement referred to in article 4 of the Company's Articles of Association.
    - (b) To carry on the business of planters, cultivators, sellers, and dealers in tea, cacao, rubber, coconut, and other tropical crops, and to manufacture, dispose of, sell, and deal in products of tea, cacao, rubber, coconut, and other tropical crops.
    - (c) To act as directors, secretaries, consignees, and commercial agents of any company or companies carrying on business or owning property or estates of any kind in Ceylon or elsewhere in the East, or to undertake any or all of these duties concurrently.
    - (d) To act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business, whether in respect of agricultural, commercial, or financial matters.
    - (e) To seek for and secure openings for the employment of capital in Ceylon, and elsewhere in the East, and with a view thereto to prospect, inquire, examine, explore, and test, and to despatch and employ expeditions, commissioners, experts, and other agents.
    - (f) To purchase, take on lease, or otherwise acquire and deal in immovable property and movable property of all kinds, and any interests therein, including reversions, mortgages, charges, annuities, patents, licenses, policies, book debts, investments, and claims of every kind.
    - (g) To carry on business as financiers, and to act as financial advisers, and to facilitate and encourage the creation, issue, or conversion of debentures, debenture stock, bonds, obligations, shares, stocks, and securities, and to act as trustees in connection with any such securities, and to take part in the conversions of business concerns and undertakings.
    - (h) To acquire the goodwill, property, and assets, and to assume the liabilities of any other company, partnership or person carrying on business which this Company is authorized to carry on, and undertake the winding up of any such company or partnership.
    - (i) To manufacture, buy, sell, repair, alter, improve, manipulate, treat, and deal in all kinds of goods, wares, and merchandise, plant, machinery, apparatus, appliances, tools, utensils, products, materials, substances, articles, and things necessary or useful in carrying on any of the above businesses, or operations, or usually dealt in by persons or companies engaged therein.
    - (j) To make, build, construct, provide, maintain, improve, carry on, use, and work in any parts of the world, roads, ways, railways, tramways, telegraphs, telephones, electric light, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, saw and other mill, hydraulic works, factories, warehouses, boats, and other works and buildings which may be deemed expedient for the purposes of the Company, and to contribute to the cost of making, building, constructing, providing, carrying on, using, and working same.
    - (k) To apply for or acquire by purchase or otherwise for the business of the Company in any parts of the world any factories, buildings, mills, plant, engines, machinery, patents, patent rights, secret processes, or other things, British, Colonial, or foreign licenses, concessions, and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company, and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property, rights, or information so acquired, and to make, assist, or subsidize experiments, researches, investigations, expeditions, or voyages of discovery that may appear to be likely to benefit the Company.
    - (l) To carry on any other business or businesses whatsoever and wheresoever which may in the opinion of the Board of the Company be conveniently carried on in connection with any business which the Company is authorized to carry on or calculated directly or indirectly to enhance the value of or render profitable any of the Company's properties or rights, and to transact any or every description of agency, commission, commercial, manufacturing, mercantile, and financial business.
    - (m) To promote any other company or companies for the purpose of acquiring or undertaking all or any of the property, assets, and liabilities of this Company, or of advancing, directly or indirectly, the objects or interests thereof, and to take and otherwise acquire and hold shares in any such company or companies, and to guarantee the payment of any debentures or other securities issued by any such company or companies.
    - (n) To purchase, subscribe for, underwrite, take, or otherwise acquire and hold, sell, mortgage, and deal in shares, stock, options, bonds, debentures, debenture stock, or obligations in any other company or corporation, or of any Government or State.
    - (o) To amalgamate with, or enter into partnership, or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concession, or co-operation with any person or company carrying on or about to carry on any business, occupation, or enterprise which this Company is authorized to enter into, undertake, or carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or securities in any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same.
    - (p) To sell, let on lease, exchange, or dispose of all or any part of the undertaking, property, assets and rights of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
    - (q) To distribute any of the properties of the Company, whether upon a distribution of assets or a division of profits, among the members, in specie or otherwise.
    - (r) To draw, make, accept, endorse, execute, and issue promissory notes, bills of exchange, charter parties, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
    - (s) To lend, invest, and deal with moneys of the Company not immediately required in such manner as may from time to time be determined.
    - (t) To receive money and securities on deposit at interest or otherwise.

- (u) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by mortgage or charge and/or by the issue of debentures, debenture stock, or other securities, with or without a mortgage or charge, upon all or any of the Company's property or assets (either present or future), including its uncalled capital, and to purchase, redeem, and pay off any such securities, and to issue any such securities for such consideration or purpose as may be thought fit.
- (v) To guarantee the payment or performance of any debts, contracts, or obligations, and to accept property on trust, and to act as trustee and executor, administrator, liquidator, receiver, attorney, or director, either gratuitously or otherwise.
- (w) To pay all expenses incident to the formation or promotion of this or any other company, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in, or debentures or other securities of, the Company, or in or about the promotion, formation, or business of the Company, or of any other company promoted wholly or in part by this Company.
- (x) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employees or *ex-employees* of the Company, or its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (y) To sell, exchange, improve, manage, develop, lease, mortgage, charge, dispose of, turn to account, or otherwise deal with all or any part of the property, assets, and rights of the Company.
- (z) To procure the Company to be registered or incorporated in the United Kingdom, any British Colony, Protectorate or Dependency, or in any Foreign State, and to enter into any arrangements with any governments or authorities, supreme, provincial, municipal, local, or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (aa) To do all or any of the above things as are incidental to, or connected with, any of the above objects, or conducive to the attainment thereof, or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so incidental, connected, conducive, or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

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

4. The liability of the Shareholders is limited.

5. The original capital of the Company is Rupees One million (Rs. 1,000,000), divided into 19,800 cumulative preference shares of Rs. 50 each, entitled to the preferential payment of dividend and return of capital mentioned in the Articles of Association registered herewith, and 5,000 management shares of Rs. 2 each, and each of such management shares is to confer on the holders thereof rateably and in proportion to the number of such shares held by them respectively the right following, that is to say:—

- (1) The right to all profits or other moneys of the Company available for dividend which it shall from time to time, be determined to distribute, and which shall remain in each year after making such provision as the Directors shall think fit for reserve or depreciation and after paying or providing for the payment out of such profits or other moneys (a) of the remuneration payable to the Directors for that year under the Articles of Association of the Company for the time being, (b) of a cumulative preferential dividend at the rate of eight per cent. per annum on the capital paid up on such of the said preference shares as shall have been issued, and (c) of a dividend for such year at such rate as may be attached to any further shares whether in the original or increased capital hereafter issued.
- (2) The right to the surplus assets, which in a winding up of the Company shall remain after paying off the whole of the Company's paid up capital and any arrears of preference dividend.

The rights, privileges, and advantages attaching to the original capital shall only be varied, altered, or modified in the manner, and subject to the conditions mentioned and contained in the Articles of Association registered herewith, and the rights conferred on Charles William Mackie by articles 92 to 95 of the said Articles of Association shall not be varied, modified, or altered in any manner without the consent in writing of the said Charles William Mackie.

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

Names and Addresses of Subscribers.	Number of Shares taken by each	
	Preference.	Management.
1. C. W. MACKIE, Colombo	One	—
2. C. A. MACKIE, Colombo	One	—
3. E. H. LAWRENCE, Colombo	One	—
4. M. J. HARDING, Colombo	One	—
5. F. N. SUDLOW, Colombo	One	—
6. M. CALDWELL, Colombo	One	—
7. A. E. WILLIAMS, Colombo	One	—
Total Number of Shares taken	Seven	—

Witness to the above signatures, at Colombo, this Seventh day of January, 1922:

W. A. S. DE VOS,  
Proctor, Supreme Court.

## ARTICLES OF ASSOCIATION OF C. W. MACKIE & COMPANY, LIMITED.

It is agreed as follows :—

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

### INTERPRETATION.

2. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context :—

Words.	Meanings.
The Company	.. "C. W. Mackie and Company, Limited," incorporated by or under the Memorandum of Association to which these Articles are attached.
The Ordinance	.. "The Joint Stock Companies Ordinances, 1861 to 1909," and every other Ordinance for the time being in force concerning joint stock companies and affecting the Company.
Special resolution	.. The meaning assigned thereto by the Ordinance.
Extraordinary resolution	.. A resolution passed at a separate general meeting by three-fourths in value of such Shareholders of the class or group affected for the time being entitled to vote as may be present at any such meeting of which notice specifying an intention to propose such resolution has been duly given.
These presents	.. These Articles of Association and the regulations of the Company from time to time in force.
Office	.. The registered office for the time being of the Company.
Register	.. The Register of Members to be kept pursuant to section 19 of "The Joint Stock Companies Ordinance, 1861."
Board	.. The Directors for the time being of the Company.
Seal	.. The common seal of the Company.
Original capital	.. The capital specified in the Memorandum of Association of the Company.
Month	.. Calendar month.
Auditors	.. The Auditors for the time being of the Company.

"Present personally" or "Present in person" shall, wherever used in these presents (except in articles 67 and 73 hereof), be deemed to include the meaning "present by attorney under the provisions of article 90 hereof."

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

Dividend includes bonus.

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

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

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

### PRELIMINARY AGREEMENT.

4. The Company shall forthwith enter into and carry into effect, with or without modification, an agreement with Charles William Mackie, in terms of the draft, a copy whereof has, for the purpose of identification, been endorsed with the signature of William Arnold Speldewinde de Vos, a Proctor of the Supreme Court, and the Board shall forthwith carry the same into effect with full power, nevertheless, from time to time to agree to any modification of the terms thereof, either before or after the execution thereof. The basis on which the Company is established is that the Company shall carry the said agreement into effect, subject to such modifications, if any, as aforesaid, and accordingly no objection shall be made to the said agreement by the Company or by any member, creditor, or liquidator thereof, upon the ground that any vendors, agents, or other persons interested therein are to be first Directors of the Company, or as vendors, agents, or otherwise stand in a fiduciary position towards the Company, or that there is in the circumstances no independent Board of the Company, and any Directors of the Company who are interested therein shall be respectively entitled to retain and dispose of for their own use all benefits (if any) accruing to them directly or indirectly under or by virtue of the said agreement or of any other agreements in connection therewith, and the said agreement when executed with or without modification shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in anywise connected therewith, and every member of the Company present and future shall be deemed to have full notice of the contents of the said agreement, and to sanction the same and agree to be bound thereby or by any such modification thereof as aforesaid, and to join the Company on the basis aforesaid.

### BUSINESS.

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

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

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

### SHARES.

8. The Original capital of the company shall be divided into 19,800 preferential shares of Rs. 50 each and 5,000 management shares of Rs. 2 each, and the said preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of 8 per cent. per annum on the capital for the time being paid up or credited as paid up thereon, and the right in a winding up to payment of capital and arrears of dividend, whether declared or undeclared, at the commencement of the winding up in priority to the management shares, but shall not confer any further right to participate in profits or assets.

9. The shares taken by the subscribers to the Memorandum of Association and those to be allotted pursuant to the agreement referred to in Article 4 hereof shall be duly issued by the Directors. No further shares shall be issued without the authority of the Company in General Meeting. Subject to any direction to the contrary which may be given



by the meeting, which authorizes the issue of further shares, the further shares to be issued shall be offered to the members in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled, and limiting the 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 member to whom such notice is given, that he declines to accept the shares offered, the Directors may allot or otherwise dispose of the same to such persons and upon such terms as they think fit.

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

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

12. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and the Company shall not be bound to recognize any trust or any equitable, contingent, future, or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these presents otherwise expressly provided or as ordered by a Court of competent jurisdiction), any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

#### CERTIFICATES.

13. Every member shall be entitled to one certificate under the Seal of the Company specifying the number and denoting numbers of the shares held by him and the amount paid up thereon, provided that in the case of shares registered in the names of two or more persons the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. A member requiring more than one certificate in respect of his shares shall pay one rupee or such smaller sum as the Board shall determine for each additional certificate beyond one, together with any stamp duty that may be payable, but this provision shall not apply in the case of the life Director.

14. If any certificate shall be worn out, destroyed, or lost, it may be renewed on such evidence being produced as the Board shall require, and in case of wearing out on delivery up of the old certificate, and in case of destruction or loss on execution of such indemnity (if any), and in either case on payment of such sum not exceeding one rupee for each certificate, together with the amount of any costs and expenses which the Company have incurred in connection with the matter, and generally upon such terms as the Board may from time to time require.

#### ALTERATION OF RIGHTS.

15. All or any of the rights, privileges, or advantages of the members, or of any class or group of members, may be affected, altered, modified, commuted, abrogated, or dealt with by agreement between the Company and any person purporting to contract on behalf of the members or class or group affected, provided such agreement is ratified in writing by the holders of at least three-fourths in nominal value of the issued shares of the members, or of the class or group affected, or is confirmed by an extraordinary resolution, but not otherwise. To any General Meeting of the members, or of a class or group thereof, at which any such extraordinary resolutions is submitted for confirmation, all the provisions of these presents shall, *mutatis mutandis*, apply, but so that the necessary quorum shall be members, or members of the class or group affected, holding, or representing by proxy or attorney one-half of the capital paid or credited as paid on the issued shares of the members or of the members of the class or group affected, but this Article is not to derogate from any power the Company would have had if this Article were omitted.

#### CALLS ON SHARES.

16. The Board may from time to time make such calls upon the members as the Board may think fit in respect of the amounts unpaid on the shares held by the members respectively, and not by the conditions of allotment made payable at fixed times. Provided that fourteen days notice at least is given of each call, and that no call shall exceed one-fourth of the nominal amount of the share in respect of which it is made, or be payable within two months from the date of the previous call. Any call may be made payable either in one sum or by instalments, and each member upon whom a call is made shall be liable to pay the amount of the call to the person and at the time or times and place appointed by the Board.

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

18. Joint holders of a share shall be jointly and severally liable for the payment of all calls or other moneys in respect thereof.

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

20. If any member shall fail to pay on or before the day appointed for payment thereof any call to which he may have become liable, he shall pay interest on the amount in arrear from the day appointed for payment thereof to the time of actual payment, at such rate, not exceeding 10 per cent. per annum, as the Board may from time to time fix, and in case no other rate be prescribed, then at the rate of 10 per cent. per annum, provided, however, that the Board may remit the whole or any part of such interest.

21. No member shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a member until all calls or other sums due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid.

22. The Board may, if they think fit, receive from any member willing to advance the same all or any part of the moneys due upon the shares held by him beyond the sums actually called up thereon, and upon the moneys so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding 10 per cent. as the member paying such sum in advance, and the Board shall agree upon, but any amount so for the time being paid in advance of calls shall not be included or taken into account in ascertaining the amount of the dividend payable upon the share in respect of which such advance has been made.

#### FORFEITURE AND LIEN.

23. If any member fail to pay the whole or any part of any call on or before the day appointed for the payment thereof, the Board may at any time thereafter, during such time as the call or any part thereof, or any interest which shall have accrued thereon, remains unpaid, serve a notice on him requiring him to pay such call or interest, as the case may be, or such part thereof respectively as remains unpaid, together with interest on the unpaid call at such rate, not exceeding 10 per cent. per annum, as they think fit, from the date when the call became payable, and any expenses that may have accrued by reason of such non-payment.

24. The notice shall name a day, not being less than 14 days from the date of the notice, on or before which the call and interest, or such part as aforesaid, and all interests and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place at which payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

25. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all unpaid dividends, interim dividends and interest due and to become due thereon, and any moneys paid up in advance of calls.

26. Where any person entitled to a share by transmission, and not having elected according to these presents, either to be registered himself as the holder thereof, or to have his nominee (approved as provided in Article 54 hereof) registered, fails so to elect, for twelve months after being thereunto required by notice from the Board, such share may, at any time after the expiration of that period, be forfeited by a resolution of the Board to that effect.

27. When any share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the share, or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the register opposite the share; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice, or to make such entry as aforesaid.

28. Notwithstanding any such forfeiture as aforesaid, the Board may, at any time before the forfeited share has been otherwise disposed of, permit the share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share, and upon such further terms (if any) as they shall think fit.

29. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either cancelled or sold, or re-allotted or otherwise disposed of by the Board, either to the person who was before forfeiture the holder thereof, or entitled thereto, or to any other person upon such terms and in such manner as the Board shall think fit.

30. A member or person entitled as aforesaid, whose shares have been forfeited, shall, notwithstanding, be liable to pay to the Company all calls made or payable and not paid on such shares at the time of forfeiture, and interest thereon to the date of payment, and all expenses in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture, without any deduction or allowance for the value of the shares at the time of forfeiture.

31. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the member or person entitled as aforesaid, whose share is forfeited, and the Company, except only such of those rights and liabilities as are by these presents expressly saved, or as are by the Ordinance given or imposed in the case of past members.

32. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these presents, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated, and such declaration, together with a certificate of proprietorship of the share delivered to a purchaser or allottee thereof, shall constitute a good title to the share, and the new holder thereof shall be discharged from all calls made and other moneys payable prior to such purchase or allotment.

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

34. The Company shall have a first and paramount lien upon all the shares (other than fully paid up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, whether the period for payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Article 12 hereof is to have full effect, and such lien shall extend to all dividends from time to time declared in respect of such shares and to all moneys paid in advance of calls thereon. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

35. For the purpose of enforcing such lien the Board may sell the shares subject thereto, in such manner as they think fit, but no sale shall be made until such time as the moneys are presently payable, and notice in writing stating the amount due, and giving notice of intention to sell in default shall have been served on such member or the person (if any) entitled by transmission to the shares and default shall have been made for seven clear days after such notice. The nett proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, and engagements aforesaid, and the residue (if any) shall be paid to the member or the person (if any) entitled by transmission to the shares.

#### TRANSFER OF SHARES.

36. Shares in the Company may be transferred by transfer in the usual common form. The Instrument of transfer shall be signed by both the transferor and transferee, and shall contain the name, address, and occupation of the transferee, and the transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register in respect thereof.

37. Every instrument of transfer shall be left at the office or such other place as the Board may prescribe, with the certificate of every share to be thereby transferred and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the shares, and the instrument of transfer and certificate shall remain in the custody of the Board, but shall be at all reasonable times produced at the request and expense of the transferor or transferee, and their respective representatives or any of them. A new certificate shall be delivered to the transferee after the transfer is completed and registered on his application for the same, and when necessary a balance certificate shall be delivered to the transferor. A fee not exceeding one rupee may be charged for each transfer.

38. The person proposing to transfer any share (hereinafter called "The Proposing Transferor") shall give notice in writing (hereinafter called "The Transfer Notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the share at the price so fixed, or, at the option of the purchaser, at the fair value to be fixed by the Auditors in accordance with these Articles. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable, except with the sanction of the Directors.

39. The Company in General Meeting may make and from time to time vary rules as to the mode in which any share specified in any transfer notice given to the Company as aforesaid shall be offered to the members, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same. Until otherwise determined by extraordinary resolution of the Company the shares specified in the transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the life Director

hereinafter named. Any shares not taken up by the Life Director within 90 days shall be offered by the Company to any person selected by the life Director whom he may deem it desirable in the interests of the Company to admit to membership. Subject as aforesaid the shares shall be offered by the Company to the members other than the proposing transferor, as nearly as may be in proportion to the existing shares held by them respectively. The offer, whether to a person selected as aforesaid or to a member, shall in each case limit the time (not exceeding 90 days) within which the same, if not accepted, will be deemed to be declined, and may notify to the members that any member who desires an allotment of shares in excess of his proportion, should in his reply state how many excess shares he desires to have; and if all the members do not claim their proportions, the unclaimed shares shall be used for satisfying the claims in excess. If any shares shall not be capable, without fractions, of being offered to the members in proportion to their existing holdings, the same shall be offered to the members or some of them in such proportions or in such manner as may be determined by lot to be drawn under the direction of the Directors.

40. If the Company shall, within the time limited as aforesaid or within 180 days after being served with the transfer notice, find a member or person selected as aforesaid willing to purchase the share (hereinafter called "the Purchasing Member"), and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the share to the purchasing member.

41. In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share, the Auditors shall, on the application of either party, certify in writing the sum which, in their opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditors shall be considered as acting as experts and not as arbitrators.

42. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

43. If the Company shall not, within the time limited as aforesaid or within 180 days after being served with the transfer notice, find a member willing to purchase the shares, and give notice in manner aforesaid, the proposing transferor shall at any time within 90 days afterwards be at liberty to sell and transfer the shares (or those not placed) to any person and at any price.

44. Any share may be transferred by the life Director to any person, and on the death of the life Director any of his shares may be transferred by his executors or administrators to any child, or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, or widow of such deceased Director or the trustee or trustees under his will (to whom such deceased Director may have specifically bequeathed the same), and shares standing in the name of the trustees of the will of the deceased life Director may be transferred upon any change of trustees to the trustees for the time being of such will.

44 A. Any member may transfer any share to the life Director.

45. The Directors may refuse to register any transfer of shares: (a) where the Company has a lien on the shares, or (b) where the Directors are not of an opinion that it is desirable to admit the proposed transferee to membership. But paragraph (b) of this Article shall not apply where the proposed transferee is already a member, nor to a transfer made pursuant to Articles 44 and 44 A hereof.

46. The holders for the time being of nine-tenths of the issued capital may at any time serve the Company with a requisition to enforce the transfer of any particular shares not held by the requisitionists. The Company shall forthwith give to the holder of such shares notice in writing of the requisition (with a copy of this article subjoined), and unless within fourteen days afterwards the holder shall give to the Company a transfer notice in respect of his shares in accordance with Article 38 hereof, he shall be deemed at the expiration of that period to have actually given such notice, and to have specified therein the amount of capital paid up on the shares as the sum he fixes as the fair value. For the purposes of this Article any person entitled under Article 53 or otherwise to transfer shall be deemed the holder of such share.

47. In the event of the death of an ordinary Director the life Director and the surviving ordinary Directors for the time being may at any time within four years thereafter serve the Company with a requisition to enforce the transfer to them in proportion to the existing shares held by them respectively of any shares standing in the name of such deceased ordinary Director, and the provisions of Article 46 as to giving notice and other relevant provisions of that Article shall apply to every such requisition, save that 90 days shall be substituted for 14 days, and that the purchasing member or members may at his or their option postpone completion of the purchase as to one-half of the shares for any period not exceeding two years from the date when the transfer notice shall be deemed to have been given as aforesaid, in which case all dividends payable in respect of that half of the shares down to the date of actual completion of the purchase shall belong to and be retained by the vendor.

48. No member of the Company other than the life Director shall, without the consent in writing of all the members for the time being of the Company, or the life Director, be interested as a Shareholder, Director, partner, manager, or otherwise in any concern carrying on any business in competition with the Company, or having interests opposed to those of the Company, and if it shall be proved to the satisfaction of the Directors that any member has committed a breach of this Article, they may serve him with a notice in writing requiring him to retire from or otherwise determine his interest in such concern, and stating that in the event of non-compliance with such requisition within 28 days his shares shall be liable to forfeiture, and unless within 28 days after the service of such notice it shall be proved to the satisfaction of the Directors that the requisition has not been complied with the whole or any of the shares of such member may be forfeited by resolution of the Directors to that effect.

49. A member of the Company other than the life Director shall not, without the Company's consent or the consent of the life Director, either solely or jointly with, or as Director, manager, or agent of or for any other company or person or persons directly or indirectly carry on or be engaged or concerned or interested as a Shareholder or otherwise in any business which the Company is authorized to carry on, and the Directors may by resolution forfeit, without prejudice to the provisions of Article 30, the shares of any member who acts in contravention of this provision.

50. A person who ceases to be a member of the Company shall not, without the Company's consent or the consent of the life Director, at any time within five years to be computed from the time when he so ceases to be a member, either solely or jointly with, or as Director, manager, or agent of or for any other company or person or persons directly or indirectly carry on or be engaged or concerned or interested in the business of a merchant, produce broker, or commission agent in the Island of Ceylon, or permit or suffer his name to be used or employed in, carry on, or in connection with any such business.

51. The Company shall provide a Register of Transfers, which shall be kept by the Secretary under the control of the Board, and in which shall be entered the particulars of every transfer or transmission of every share.

52. The register may be closed during such time as the Board think fit, not exceeding in the whole 21 days in any one year.

#### TRANSMISSION OF SHARES.

53. In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole holder, shall be the only persons recognized by the Company

as having any title to his shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

54. The Directors may call on the executors or administrators of a deceased member (other than the life Director) to transfer the shares of the deceased to some person to be selected by such executors or administrators and approved by the life Director or (if the life Director be dead) by the ordinary Directors, and if the executors or administrators do not comply forthwith with such call, they shall be deemed to have served the Company with a transfer notice under Article 38, and to have specified therein a sum equal to the amount paid upon the shares as the fair value, and the provisions of that and the subsequent Articles shall take effect.

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

#### ALTERATION OF CAPITAL.

56. The Company, by resolution in General Meeting, may from time to time increase its capital by the creation of new shares to such an extent, and of such nominal amounts as may by such resolution be determined.

57. The new shares shall, subject to the provisions of Article 15 hereof and to the rights attached to any class of shares by the Memorandum of Association of the Company, be issued upon such terms and conditions, with such rights and privileges annexed thereto, as the Company, or in default the Board, shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

58. The Company or the Board may, before the issue of any new shares, determine that the same or any of them shall be offered in the first instance, and either at par or at a premium, to all the then members or any class or group thereof in proportion to the amount of capital held by them, or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination, or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the original preference capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, and otherwise.

59. The Company may from time to time by special resolution reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets, or reducing the liability on the shares, or otherwise, as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise, and paid-up capital may be paid off or cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount, and the Company may also by special resolution subdivide, or by ordinary resolution consolidate, its shares or any of them.

60. Anything done in pursuance of the last preceding Article shall be done in manner provided by the Ordinance so far as they shall be applicable, and so far as they shall not be applicable in accordance with the terms of the resolution authorizing the same, and so far as such resolution shall not be applicable in such manner as the Board may deem most expedient.

61. The special resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such share shall have some preference or special advantage as regards dividend, capital, voting, or otherwise over or as compared with the others or other.

#### GENERAL MEETINGS.

62. 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 Board may determine. Subsequent General Meetings shall be held once in every year at such time and place as the Board may determine.

63. The above-mentioned General Meetings shall be called Ordinary General Meetings, all other meetings of the Company shall be called Extraordinary General Meetings.

64. All General Meetings subsequent to the first General Meeting shall be held at such time and place as may be fixed by General Meeting; or in default as the Board may determine. Any General Meeting convened by the Board, unless the time thereof shall have been fixed by General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is hereinafter mentioned, may be postponed by the Board by notice in writing, and the meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

65. The Board may, whenever they think fit, and shall, on the requisition of the holders of not less than one-tenth of the issued share capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an Extraordinary General Meeting.

66. The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the office, and may consist of several documents in like form, each signed by one or more of the requisitionists.

67. If the Board do not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists, or a majority of them in value, may themselves convene the meeting, but any meetings so convened shall not be held after three months from the date of such deposit. Provided always that the quorum for passing a resolution at any meeting so convened shall not be or be deemed sufficient, unless the life Director shall be present in person at any such meeting or meetings. Nevertheless, the life Director shall be at liberty, by notice in writing to the Company signed by him, to declare that he waives the benefit of the above provision, and such notice shall be effectual accordingly.

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

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

#### NOTICE OF MEETINGS.

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

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

## PROCEEDINGS AT GENERAL MEETINGS.

72. The ordinary business of the Annual General Meeting shall be to receive and consider the profit and loss account (if any), the balance sheet of the Company, the reports of the Board and Auditors, to elect Directors, Auditors, and other officers in the place of those retiring, to fix the remuneration of the Directors and Auditors, to sanction or declare dividends, and to transact any business which under these presents ought to be transacted at an Ordinary General Meeting. All other business shall be deemed special, and shall be subject to notice as is hereinbefore provided.

73. Subject to the provisions of Article 67 so far as the same is applicable two members present in person, and entitled to vote thereat, shall be a quorum for a General Meeting; and no business shall be transacted at any General Meeting, unless the requisite quorum be present at the commencement of the business.

74. If within one-half of an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened by or upon the requisition of members as hereinbefore provided, shall be dissolved. If otherwise convened, it shall stand adjourned to the same day in the next week, at the same time and place, and no notice of such adjournment need be given.

75. The Chairman of the Board, if any, shall preside as Chairman at every meeting of the Company; but if there be no such Chairman, or if he be not present within ten minutes after the time appointed for holding the meeting or shall decline to take, or shall retire from the chair, the members present in person and entitled to vote shall choose one of the Directors, and failing a Director one of their own number to be Chairman at such meeting.

76. The Chairman presiding at any meeting with the consent of the meeting may, and if directed by the meeting shall, adjourn such meeting from time to time and from place to place as the meeting shall determine. It shall not be necessary to give notice to the members of any adjourned meeting.

77. At any adjourned General Meeting the members present in person or by proxy shall have power to decide upon all matters that could lawfully have been disposed of at the meeting from which the adjournment took place; but no business shall be transacted at any adjourned meeting other than the business not disposed of at the meeting from which the adjournment took place.

78. Every question submitted to a General Meeting shall be determined in the first instance by a show of hands of the members present in person, but a poll may be demanded in writing by the Chairman or any member present in person or by proxy and entitled to vote. Unless a poll is duly demanded in accordance with these presents a declaration by the Chairman that a resolution has been carried or lost or has or has not been carried by any particular majority, and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact, without proof of the number, proportion, or validity of the votes recorded in favour of or against such resolution.

79. If a poll is demanded, it shall be taken either at once or after an adjournment, and generally in such manner and at such time and place as the Chairman presiding at the meeting at which a poll shall have been demanded shall direct, and the result of such poll shall be deemed the resolution of the meeting. The demand for a poll may be withdrawn.

80. The demand for 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.

81. If a poll shall be duly demanded upon the election of a Chairman or on any question of adjournment, it shall be taken at once.

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

## VOTES OF MEMBERS.

83. On a show of hands every member present in person shall have one vote, and upon a poll every member present in person or by proxy shall have one vote for every preference share and one vote for every management share held by him. Where a corporation being a member is present by a duly authorized representative who is not a member, such representative shall be entitled to exercise the same powers on behalf of such corporation as if he were an individual member of the Company.

84. Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy in respect of such share as if he were solely entitled thereto; and if more than one of such joint-holders be present at any meeting personally or by proxy, that one of the said persons so present in person or by proxy whose name stands first in the register in respect of such share shall alone be entitled to vote in respect thereof.

85. Any member being lunatic, idiot, or of unsound mind, may vote by his judicial factor *curator bonis*, or other legal guardian. Any one of such persons may vote either personally or by proxy.

86. Upon a poll votes may be given either personally or by proxy; but no person shall be appointed a proxy except a member entitled to vote at the General Meeting for which the proxy is given, provided that the life Director may appoint a person who is not a member as proxy.

87. Every instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorized in writing under the hand of the appointor or of his attorney; or if such appointor is a corporation, under the common seal, or under the hand of some officer duly authorized in writing in that behalf.

88. The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

89. Every instrument of proxy, whether for a Special Meeting or otherwise shall, as nearly as circumstances will admit, be in the form or to the effect following:—

I, \_\_\_\_\_, of \_\_\_\_\_, being a Member of C. W. Mackie and Company, Limited, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or failing him \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me and on my behalf, and if necessary to demand a poll at the Ordinary (or Extraordinary, as the case may be) General Meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment thereof.

As witness my hand this day of \_\_\_\_\_.

90. Any member whose address on the register shall not be in the Island of Ceylon shall be entitled to appoint by power of attorney some person, whether a member or not, having an address within the said Island to act as his attorney for the purposes of receiving notices of General Meetings, and attending General Meetings, and voting thereat and upon such power of attorney being deposited with the Secretary of the Company, together with a notice from the attorney, giving his address in the said Island, an entry thereof shall be made in the register, and all notices of meetings held during the continuance of such power of attorney shall be served upon the attorney thereby appointed as if such attorney were a member of the Company and the registered owner of the shares, and all notices except where otherwise herein expressly provided, shall be deemed duly served if served upon such attorney in accordance with these presents, and the attorney shall be entitled to attend any General Meeting of the Company held during the continuance of his appointment, and to vote thereat in respect of the shares of the member appointing him, such vote to be exercised either personally or by proxy

appointed by the attorney in accordance with these presents. Every such power shall remain in full force, notwithstanding the death of, or its revocation by other means, by the grantor, unless and until express notice in writing of such death or revocation shall have been given to the Company.

#### DIRECTORS.

91. Until otherwise determined by a General Meeting, the number of Directors shall not be less than two nor more than seven.

92. The said Charles William Mackie (who is herein referred to as the life Director) and George Gill, Alexander Ermslie Williams, and Morrison Caldwell (who and any other Directors hereafter appointed are herein referred to as "the ordinary Directors") shall be the first Directors of the Company.

93. The said Charles William Mackie shall be entitled to hold office as life Director so long as he holds shares of the Company of any class of the nominal value of Rupees Seventy-five thousand (Rs. 75,000).

94. The following provisions shall have effect:—

- (1) The life Director while he holds office shall have full control of the business of the Company and authority to exercise all the powers, authorities, and directions by these Articles expressed to be vested in the Directors generally; including the power of signing resolutions under Article 126 hereof, and all the other Directors, if any, of the Company shall be under his control, and shall be bound to conform to and carry out his directions in regard to the Company's business.
- (2) The life Director while he holds office may, from time to time and at any time, appoint any other persons to be ordinary Directors of the Company, and may define, limit, and restrict the powers of the ordinary Directors, and determine their remuneration and duties, and may at any time remove any ordinary Director however appointed, and may at any time convene a General Meeting of the Company. Every such appointment or removal must be in writing under the hand of the person making the same.
- (3) In the event of any ordinary Director being removed under the powers of clause (2) of this Article (in this clause referred to as the "outgoing Director"), the life Director may at any time within ninety days of such removal serve on the outgoing Director a notice in writing requiring him to sell to the life Director all the preference shares held by the outgoing Director at par, and all management shares held by him at a value to be fixed by the Company's Auditors, who shall, in arriving at such value, at their discretion deduct a percentage representing par value of capital, and on payment by the life Director of the purchase money for the said shares, the outgoing Director shall be bound to transfer the said shares to the life Director accordingly. In the event of the outgoing Director making default in transferring the said shares the Company may receive the purchase money and shall thereupon cause the name of the life Director to be entered in the register as the holder of such shares, and shall hold the purchase money in trust for the outgoing Director. The receipt of the Company for the purchase money shall be a good discharge to the life Director, and after his name shall have been entered in the register in purported exercise of the foregoing power the validity or regularity of the proceedings shall not be questioned by any person.
- (4) The life director may at any time appoint any person, whether a member of the Company or not, to exercise all or any of the powers by these Articles conferred on the life Director, and may from time to time remove the person so appointed. Any such appointment or removal must be in writing under the hand of the life Director.

95. So long as the said Charles William Mackie shall be life Director of the Company, no other Director or Directors of the Company shall be appointed without his consent.

96. In case the said Charles William Mackie shall cease to hold share of the Company of any class of the nominal value of Rs. 75,000, he shall thereupon be deemed to be elected to office as an ordinary Director.

97. When the said Charles William Mackie shall cease to be life Director then and from thenceforth the ordinary Directors shall have power from time to time to appoint any other persons to be Directors, but so that the total number of Directors shall not at any time exceed the maximum fixed as above.

98. The qualification of a Director (other than life Director) shall be the holding in his own right alone of shares in the Company of any class to a nominal value of Rupees Ten thousand (Rs. 10,000).

99. The remuneration of the life Director shall be such sum as subject to any agreement the Company may determine. The remuneration of the other members of the Board, subject to the provisions of Article 94, may be fixed from time to time by the Company in General Meeting. The Directors shall be paid all travelling and hotel expenses to which they shall be put in connection with the Company's business.

100. Each of the ordinary Directors shall, unless otherwise determined by the life Director, devote the whole of his time and attention to the business of the Company, but the said Charles William Mackie shall not be bound to devote more time and attention to the Company than he may think fit.

101. After the said Charles William Mackie shall have ceased to hold office as life Director, any casual vacancy occurring among the Directors may be filled up by the Company in General Meeting, 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. The continuing Directors may act notwithstanding any vacancy in their body, but so that if the number falls below the minimum above fixed, the remaining Director (unless he be the life Director) shall not commit the Company to any new business so long as the number is below the minimum.

102. The office of a Director shall be vacated—

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

Provided that sub-clauses (a), (b), (c), (d), (e), and (f) of this Article shall not apply to the life Director, and sub-clause (e) shall apply only to the life Director so long as he shall be incapacitated by lunacy or unsoundness of mind, and on his ceasing to be so incapacitated he shall *ipso facto* be restored to his office of life Director. Until an entry of the vacating of office by a Director under one of the sections of this Article shall be entered in the Minutes of the Board of Directors, his acts as Director shall be effectual.

103. A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager, agent, broker, or otherwise, and no such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company with any person, firm, or company of or in which any Director shall be in any way interested, shall be avoided, nor shall any Director so contracting or being

so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest, if his interest then exists, or in any other case at the first Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote, his vote shall not be counted, but this prohibition shall not apply to the agreement referred to in Article 4 of these presents, or to any other agreements in connection therewith, or to any modification thereof, or to any matters arising thereout, or to any contract by or on behalf of the Company to give to the Directors or any of them security by way of indemnity or of security for advances or to a settlement or set-off of cross claims, and it may at any time or times be suspended or relaxed by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

#### POWERS OF THE BOARD.

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

#### LOCAL MANAGEMENT.

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

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

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

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

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

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

#### BORROWING.

111. The Board may at any time borrow or raise for the purpose of the Company from the Directors, members, or other persons, or any bank, firm, or company, such sums of money, and at such rates of interest as the Board may think proper, and may secure the repayment of such moneys by mortgage or charge or by debentures, or debenture stock, perpetual or otherwise, forming a charge upon the whole or any part of the property, assets, and undertaking of the Company, both present and future, including its uncalled capital for the time being, in such manner, and upon such terms and conditions, and with such security as the Board shall determine, but so that the amount at any one time owing in respect of moneys so raised, borrowed or secured, shall not, without the previous sanction in writing of the life Director, exceed the sum of Rupees Three hundred thousand (Rs. 300,000), and shall not without the sanction of a General Meeting exceed the nominal amount of the capital. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

#### ROTATION OF DIRECTORS.

112. At the First Ordinary General Meeting and in each subsequent General Meeting one Director, not being the life Director, shall retire from office, but this provision shall be subject to any agreement to the contrary binding upon the Company. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected.

113. Subject to the provisions herein contained with respect to the life Director, the Director to retire in every year shall be the Director who has been longest in office since their last election. As between Directors of equal seniority, the Director to retire shall (unless such Directors of equal seniority agree amongst themselves) be selected from among them by lot.

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

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

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

117. With the consent of the life Director, the Company may from time to time in General Meeting increase or reduce the number of Directors, and may alter their qualification and may also determine in what rotation such increased or reduced number shall go out of office.

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

#### MANAGING DIRECTOR.

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

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

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

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

#### PROCEEDINGS OF THE BOARD.

123. The Board may meet together for the despatch of business at such place and adjourn and otherwise regulate their meetings as they may think fit. The presence of the life Director or the person appointed by him under Article 94, clause (4), shall be necessary to form a quorum, and the life Director or such persons shall himself form a quorum. Subject as aforesaid two Directors shall form a quorum. A Director may at any time, and the Secretary upon request of a Director shall convene a meeting of the Board. Questions arising at any meeting shall be decided by a majority of votes, and the life Director shall be entitled to as many votes as there are Directors of the Company and one more. In case of an equality of votes the Chairman shall have an additional or casting vote in addition to his vote or votes as a Director.

124. The said Charles William Mackie shall be Chairman of the Board so long as he remains a Director and is willing to act. Subject as aforesaid the Board may appoint a Chairman and Deputy Chairman of their meetings and determine the period for which they are respectively to retain office.

125. Any question which may arise at any meeting of the Board shall be decided by the votes of the Directors present and the said Charles William Mackie shall be at liberty, so long as he shall be a Director, by writing under his hand, to authorize any other member of the Board to vote for him at any meeting or meetings of the Board, and such authority may be general or may be limited to any one or more meetings or to any specific question or questions and must, if required, be produced at any meeting at which the holder of the authority proposes to vote. Nothing in this Article contained shall be deemed to limit the powers of the life Director under Article 94, clause (4), or of any person appointed by him under the said clause.

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

127. The Board may delegate any of their powers to Committees consisting of such member or members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board.

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

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

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

#### THE SEAL.

131. The Board shall provide for the safe custody of the seal, which shall only be used pursuant to a resolution passed at a meeting of the Board, or a Committee of the Board authorized to use the seal, and in the presence of the life Director, or in the presence of one at least of the ordinary Directors who shall sign every instrument to which the seal is affixed, and every such instrument shall be countersigned by the Secretary or some other person appointed by the Board.

#### DIVIDENDS.

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

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

134. No dividend shall be payable out of the capital of the Company, and the declaration of the Board as to the amount available for dividend shall be conclusive. Provision for any loss realized or estimated or apprehended may, if, when thought fit, be spread over such period of time and by such instalments as the Board may think fit, but so that



such provision shall be necessary in the case of loss of fixed capital or save where the Board shall think necessary of circulating capital. No dividend shall exceed the amount recommended from time to time by the Board, but the Company in General Meeting may declare a smaller dividend.

135. Separate accounts may, if the Board shall think fit, be kept as to the capital and revenue of the Company as to the whole or any part of its business, and if any adjustment of items between capital and income is required, the decision of the Board shall be absolute. In any such case the surplus shown by the revenue account may be distributed as dividend without regard to the position of the capital account.

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

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

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

139. No dividend shall bear interest against the Company.

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

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

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

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

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

#### ACCOUNTS.

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

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

147. A balance sheet shall be made out and laid before the Company at its Annual General Meeting in each year, and such balance sheet shall contain a general summary of the assets and liabilities of the Company. The balance sheet shall be accompanied by a report of the Board as to the state and condition of the Company, as to the amount (if any) which they recommend to be paid by way of dividend or bonus to the members, and the amount (if any) which they propose to carry to reserve. The report and balance sheet shall be signed on behalf of the Board by at least two of the Directors of the Company, or, if there is only one Director for the time being, by that Director, and shall be countersigned by the Manager or Secretary.

148. A copy of the Directors' report and balance sheet shall, during at least seven days previous to the General Meeting, lie at the office for inspection by the members.

#### AUDIT.

149. The Company shall, at each General Meeting, appoint an Auditor or Auditors to hold office until the next Annual General Meeting.

150. If an appointment of Auditors is not made at an Annual General Meeting, the Board may appoint an Auditor of the Company for the current year, and fix the remuneration to be paid to him by the Company for his services.

151. A Director or officer of the Company shall not be capable of being appointed Auditor of the Company.

152. A person, other than a retiring Auditor, or a person recommended by the Board, shall not be capable of being appointed Auditor at an Annual General Meeting, unless notice of an intention to nominate that person to the office of Auditor has been given by a member to the Company not less than fourteen days before the Annual General Meeting, and the Board shall send a copy of any such notice to the retiring Auditor, and shall give notice thereof to the members not less than seven days before the Annual General Meeting. Provided that if after a notice of the intention to nominate an Auditor has been so given, and an Annual General Meeting is called for a date fourteen days or less after that notice has been given, the notice, though not given within the time required by this Article, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the Company may, instead of being sent or given within the time required by this Article, be sent or given at the same time as the notice of the Annual General Meeting.

153. Messrs. Ford, Rhodes, Thornton & Co. of Colombo shall be the first Auditors of the Company, and they shall hold office until the first Annual General Meeting, unless previously removed by a resolution of the members in General Meeting, in which case the members at such meeting may appoint Auditors.

154. The Board may fill any casual vacancy in the office of Auditor, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

155. The remuneration of the Auditors shall be fixed by the Company in General Meeting, except that the remuneration of any Auditors appointed before the first Ordinary General Meeting or to fill up any casual vacancy may be fixed by the Board.

156. Every Auditor shall have a right of access at all times to the books and accounts and vouchers of the Company, and as regards books, accounts, and vouchers, ordinarily kept abroad, shall be entitled to rely upon copies thereof or extracts therefrom, certified by the Company's representatives abroad, and shall be entitled to require from the Board and the office of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors, and the Auditors shall make a report to the members on the accounts examined by them, and on every balance sheet laid before the Company in General Meeting during their tenure of office.

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

158. Any Auditor shall, on quitting office, be eligible for re-election.

#### NOTICES.

159. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address, as appearing in the register.

160. All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such share.

161. Any member described in the register by an address not in Ceylon, who shall from time to time give the Company an address of himself or his attorney in Ceylon at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid, and save in the case of the life Director or his alternate, and save as provided by these presents, no member other than a member described in the register by an address in Ceylon shall be entitled to receive any notice from the Company.

162. Any notice required to be given by the Company to the members or any of them, and not expressly provided for by these presents, shall be sufficiently given by advertisement in the *Ceylon Government Gazette*.

163. Any notice, if served by post, shall be deemed to have been served at the time when the letter containing the same is put into a post office situated in Colombo, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into such post office.

164. Where a given number of days' notice or notice extending over any other period is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

165. Any notice or document delivered or sent by post to, or left at, the registered address of any member shall, notwithstanding such member be then deceased, and whether or not the Company have notice of his deceased, be deemed to have been duly served on his heirs, executors, and administrators.

166. Every person who, by operation of law, transfer, transmission, or other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered in the register as the registered holder of such share shall have been duly given to the person from whom he derives the title to such share.

#### WINDING UP.

167. (1) If the Company shall be wound up, whether voluntarily or otherwise, the Liquidator may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such terms for the benefit of the contributories as the Liquidator with the like sanction shall think fit.

(2) If thought expedient, any such division may be otherwise than in accordance with the legal rights of the contributories (except where unalterably fixed by the Memorandum of Association), and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, but in default of any such provision the assets shall, subject to the rights of the holders of shares issued with special rights or privileges or on special conditions, be distributed rateably according to the amount paid or credited as paid up on the shares; but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on, any contributory who would be prejudiced thereby shall have a right to dissent any ancillary rights as if such determination were a special resolution.

(3) In case any of the shares to be divided as aforesaid involve a liability to calls or otherwise, any person entitled under such division to any of the said shares may within ten days after the passing of the extraordinary resolution, by notice in writing, direct the Liquidator to sell his proportion and pay him the nett proceeds, and the Liquidator shall, if practicable, act accordingly.

#### INDEMNITY.

168. The Directors, Managing Director, Managers, Agents, Auditors, Secretary, and other officers or servants for the time being of the Company, and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators, shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of their heirs, executors, or administrators shall or may incur or sustain by or by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful act, neglect, or default respectively, and none of them shall be answerable for the acts, receipts, neglect, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any money of the Company may come, or for any defect of the title of the Company to any property purchased, or for insufficiency or deficiency or for defect of title of the Company to any security upon which any moneys of or belonging to the Company shall be placed out or invested, and for any loss, misfortune, or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this Seventh day of January, One thousand Nine hundred and Twenty-two.

C. W. MACKIE.

C. A. MACKIE.

E. H. LAWRENCE.

M. J. HARDING.

F. N. SUDLOW.

M. CALDWELL.

A. E. WILLIAMS.

Witness to the above signatures, at Colombo, this Seventh day of January, 1922 :

W. A. S. DE VOS,  
Proctor, Supreme Court.

*17 lines*  
*9/22/22*  
**The Lunugalla Tea and Rubber Company of Ceylon, Limited.**

**NOTICE** is hereby given that the Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 6, Prince Street, Fort, Colombo, on Thursday, January 26, 1922, at 11 A.M.

**Business.**

1. To receive the report of the Directors and statement of accounts to September 30, 1921.
2. To elect a Director.
3. To appoint an Auditor for the current year.
4. To transact such other business as may duly be brought before the Meeting.

By order of the Directors,

J. M. ROBERTSON & Co.,  
Colombo, January 10, 1922. Agents and Secretaries.

*Line*  
**A. R. Ephraums Co-operative Co., Ltd., Galle.**

**NOTICE** is hereby given that the Second Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, No. 57, Pedlar street, Galle, on Saturday, January 21, 1922, at 2 P.M.

**Business.**

1. To receive the reports of the Directors and statement of accounts for the year ending September 30, 1921.
2. To declare a dividend.
3. To fix the remuneration of the Auditors for the current year.
4. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

CHAS. P. HAYLEY & Co.,  
Agents and Secretaries.

**Auction Sale under Mortgage Decree.**

*U.S. 2/15/1920*  
D. C., Colombo, No. 2,153/1920.

**NOTICE** in the above-styled action, I shall offer for sale by public auction on Saturday, January 21, 1922, commencing at 3 P.M., all movables, machinery, Hornsby oil engines, cigarettes manufacturing outfits, oil presses and connected sundry machines, presses, implements, tools, &c., and various other things contained in stores and mills known as the Flensburg Mills, situated in Pickering's road, Kotahena, Colombo.

Catalogues in due course.

D. P. TAMPOE,

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

**Auction Sale under Mortgage Decree.**

*U.S. 2/15/1920*  
D. C., Colombo, Case No. 2,153/1920.

**NOTICE** in the above-styled action, I shall put up for sale on Saturday, January 20, 1922, at 4.30 P.M., at the spot, the under-mentioned property called and known as Flensburg Mills, viz.:

All that allotments of land, with the buildings thereon, bearing assessment Nos. 30 and 31 and Ward Nos. 2,629 and 2,632, and marked letters A and B, presently called and known as "Flensburg Mills," situate at Pickering's road, and Skinner's road north, within the Municipality and District of Colombo, Western Province; the said allotment of land marked letter A being bounded: on the north by Pickering's road, east by the premises bearing assessment No. 32 of the estate of the late Andrew Fernando, Mudaliyar, and by the premises bearing assessment Nos. 33 and 34 of Mr. C. H. C. David and Rev. Christian David, on the south by Skinner's road north, and on the west by the property of S. Cathirvelu, Shroff, now of Cathiravelu Namasiyayam; containing in extent 1 acre 1 rood and 39 perches; lot B being bounded on the north

by Skinner's road north, on the south by the properties of Dengasdaslam Pulle, Mr. J. H. Jorhard, and B. Rodrigo and others, and on the west by the premises of Messrs. Delmege Forsyth & Co., containing in extent 1 rood and 30 62/100 perches, held and possessed under and by virtue of a deed No. 487 dated December 15, 1919, attested by Leslie Mack of Colombo, Notary Public, registered A 112/275 and 276 in the Colombo District Land Registry Office.

D. P. TAMPOE,

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

**Public Auction Sale.**

*U.S. 2/15/1920*  
In the District Court of Colombo, No. 3,355 of 1921.

**NOTICE** in the above-styled action, I shall offer for sale by public auction on Saturday, January 14, 1922, at 2.30 P.M., at No. 61A, Dean's road of Maradana, Colombo (also known as the stores, workshops, and premises of K. A. G. Silva, Building Contractor of No. 100, De Saram place), the following movable and immovable properties, to wit:—

**The Properties referred to.**

(1) All that leasehold right and title and interest in and to all that land bearing assessment No. 61A, situated at Dean's road, Maradana, within the Municipality and District of Colombo, containing in extent about 3 acres 3 roods and 6 perches, and all the buildings, trees, machinery, and plantations and fittings standing on the said land No. 61A, Dean's road, Maradana, Colombo, and all right, title, and interest in and to the indenture of lease bond No. 4,322 dated December 19, 1918, and attested by Charles Pieris of Colombo, Notary Public, and all rights, benefits, and advantages of the said lease referred to, together with all rights, privileges, easements, servitudes, and appurtenances whatsoever belonging thereto or in any wise used or enjoyed therewith, and all the estate, right, interest, claim, and demand whatsoever upon or out of the land and premises bearing assessment No. 61A, Dean's road, Maradana, Colombo, and the said lease No. 4,322.

(2) All those twelve buildings now standing on the said premises No. 61A, Dean's road, Maradana, Colombo, and all the building materials used for the said building, and all the buildings of whatever kind or nature on the said premises No. 61A, Dean's road, Maradana, Colombo.

(3) All and singular the machinery and fittings specified hereinunder and all singular the machinery, fittings, tools, and implements of whatsoever nature or kind now lying on the said premises No. 61A, Dean's road, Maradana, Colombo, and all the machinery, fittings, specified herein are the following, to wit:—

1. One boiler and steam engine made by Ruston Proctor & Co., Ltd., Lincoln, 14 horse power.
2. One boiler and steam engine made by Marshal, Sons & Co., Gainsborough, England, 14 horse power, engine No. 15,205, Marshal & Sons, Ltd.
3. One saw bench (with rubber belt).
4. One saw bench (with rubber belt) made by J. Sager & Co., Halifax.
5. One saw bench (with rubber belt) made by James Reid & Co., of No. 101, Leadenhall street, London.
6. One planning machine made by John MacDowell & Sons of Johnstone, Scotland.
7. One planning machine made by J. Sager & Co., Ltd., Halifax, Yorkshire.
8. One vertical saw bench made by John MacDowell & Sons, Johnstone, Scotland.
9. One saw bench with big saw made in Ceylon.
10. One drilling machine.
11. One wood turning machine.
12. One drilling machine.
13. One grinding stone machine.
14. Twenty carpenter's bench.

(4) All those pieces of furniture of whatsoever kind or nature which are now lying in or kept in furniture shop standing on the said premises No. 61A, Dean's road, Maradana, Colombo, and all and singular the machinery, fittings,

tools, and implements of whatsoever kind or nature and stock-in-trade consisting chiefly of timber and furniture, &c., lying at the said stores.

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

#### Auction Sale of Valuable Property at Madulawa in the Meda Pattu of Hewagam Korale, in the Colombo District.

UNDER mortgage decree, D. C., Colombo, 1990/20, under and by virtue of the decree entered in the above case and commission issued to me, I shall sell by public auction on Monday, February 6, 1922, at 3 P.M., at the spot:—

- (1) An allotment of land called Millagahawatta, with the rubber and other plantations standing thereon, situated at Madulawa in the Meda pattu of Hewagam korale, in the Colombo District; containing in extent 5 acres.
- (2) A divided  $\frac{1}{2}$  of an allotment of land called Morakettawewakumbura, situated at Madulawa aforesaid; containing about 1 bushel of paddy sowing area.
- (3) An undivided  $\frac{5}{96}$  of a field called Halgahakumbura, situated at Madulawa aforesaid; containing in extent about 40 kurunies of paddy sowing area.
- (4) An undivided  $\frac{5}{6}$  of an allotment of land called Ketakalagahawatta, situated at Madulawa aforesaid; containing in extent about 1 acre.
- (5) An allotment of land called Terenwilawatta, situated at Madulawa aforesaid; containing in extent 3 roods and 7 perches.

Further particulars from R. C. Perera, Esq., Proctor and Notary, Hulftsdorp, Colombo.

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

#### Auction Sale of Valuable Property bearing Assessment No. 46, situated at St. Sebastian Street, Colombo.

In the Matter of the Insolvency of A. M. Mohideen and A. M. Ghouse.

ON authority obtained from the District Court of Colombo, I am instructed to sell by public auction at the spot, at 3 P.M., on Saturday, February 4, 1922, the following property belonging to the insolvents above named (D. C., Colombo, Nos. 3,034 and 3,058, insolvency), to wit:—

All that allotment of land, with the buildings standing thereon bearing assessment No. 46, St. Sebastian, now called St. Sebastian street, within the Four Gravets, now the Municipality of Colombo, Western Province, containing in extent 1 rood and 39  $\frac{59}{100}$  square perches. The premises bring in an excellent income.

For further particulars apply to Fritz Mack, Esq., Proctor and Notary, Colombo, or to—

H. D. JOHN PEIRIS,  
Auctioneer and Broker.

No. 8, Hulftsdorp street, Colombo.

#### Auction Sale.

In the District Court of Negombo.

Charles William Ranasinghe of Hakurukumbura... Plaintiff.  
No. 14,859. Vs.

- (1) Wijesundara Mudiyanseage Peiris Appuhamy and
- (2) ditto William Appuhamy, both of Udulla... 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 by public auction at the respective spots on Saturday, February 4, 1922, the under-mentioned property mortgaged by mortgage bond No. 4,028 dated March 19, 1919, attested by D. B. P. Karunaratna, Notary Public, as primary mortgage, to wit:—

At 10 A.M.

1. The undivided  $\frac{1}{2}$  share of the land called Kahata-gahawatta, situate at Udulla in Yatigaha pattuwa of the Hapitigam korale, in the District of Negombo, in extent about 4 acres.

At 10.15 A.M.

2. The field called Dorakodakumbura, situate at Udulla aforesaid, in extent about 14  $\frac{1}{2}$  of paddy sowing ground.

At 11 A.M.

3. The field called Assedduma, situate at Hidiyawala in Yatigaha pattuwa of the Hapitigam korale, in the District of Negombo, in extent about 4 parrahs of paddy sowing ground.

For further particulars apply to D. W. Samaratinga, Esq., Proctor, Negombo, or to us:

K. L. PEREIRA & SON,  
Auctioneers.  
Negombo, January 4, 1922.

#### Auction Sale of Valuable Properties at Bandirippuwa, in Chilaw District.

UNDER decree in case No. 15,088 of the District Court of Negombo, entered in favour of the plaintiff Kana Nana Kana Rawenna Mana Narayanan of Negombo, against (1) Aratchige Don Porlentina Hamma and husband (2) Hitihamy Appuhamillage Don Pedro Appuhamy, both of Bandirippuwa, the defendants therein, and by virtue of the order to sell issued to me thereunder for the recovery of the sum of Rs. 8,957.50, with interest on Rs. 6,500 at the rate of 18 per cent. per annum from September 28, 1921, to November 16, 1921, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full and costs of suit, I shall sell the under-mentioned properties mortgaged by bond No. 974 dated March 27, 1919, attested by Tudor Ranasinghe, Notary Public, as primary mortgage, by public auction on Saturday, February 4, 1922, at the respective spots, commencing at 3 P.M., to wit:—

1. The land called Lolugahawatta, situated at Bandirippuwa, in Otara palata of Pitigal korale, in the District of Chilaw, North-Western Province, containing in extent about 1 acre and 3 roods, together with the buildings standing thereon.

2. The land called Meegahawatta, situated at Bandirippuwa aforesaid, containing in extent about 5 acres, together with the tiled house standing thereon.

3. The undivided 199/240 shares of the land comprised of the two contiguous portions, to wit:—Rukattanagahakumbura *alias* Madangahakumbura in extent 2 bushels of paddy sowing ground and the adjoining high land in extent about 2 roods, situated at Bandirippuwa aforesaid.

4. The undivided 17/18 shares of the field called Kohombagahakumbura *alias* Kirillagahamulakumbura, situated at Bandirippuwa aforesaid, containing in extent about 2 berrahs of paddy sowing ground.

5. The undivided 17/18 shares of the field called Kirillagahawalakumbura, situated at Bandirippuwa aforesaid, containing in extent about 2 berrahs of paddy sowing ground.

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

S. R. PEIRIS,  
Auctioneer.  
Negombo, January 10, 1922.

#### Auction Sale of Valuable Properties at Dagonna Kaluwairippuwa, and Kotiyala, in the District of Negombo.

UNDER decree in case No. 15,064, D. C. Negombo, entered in favour of the plaintiff, Savanna Thana Muna Muttaiyah Chetty of Negombo, against the defendants (1) Obinamuni Liyanoris de Silva of Kaluwairippuwa and (2) W. B. Rajapakse of Demanhandiya, and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 500, together with interest thereon, at 9 per cent. per annum from September 21, 1921, till payment in full, and costs of suit, I shall sell the under-mentioned properties mortgaged by bond No. 2,261 dated November 20, 1915,

and attested by M. D. A. S. Gunasekara, Notary Public, at the respective spots, by public auction, on Monday, February 6, 1922, viz. :—

At 1 P.M.

1. The land called Dawatagahalanda, situated at Dagonna, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, containing in extent 9 acres and 16  $\frac{45}{100}$  perches, of which land the undivided  $\frac{1}{4}$  share, with the buildings standing thereon, as primary mortgage.

At 2 P.M.

2. The land called Kosgahawatta, situated at Kaluwarippuwa, in Dunagaha pattu aforesaid, containing in extent 14 acres 3 roods and 20  $\frac{15}{100}$  perches; of which, excluding 100 coconut trees and the soil thereto, the undivided  $\frac{7}{92}$  shares of the remaining land and the buildings standing thereon, as primary mortgage.

At 2.30 P.M.

3. The land called Thelkekunawatta, situated at Kaluwarippuwa aforesaid, containing in extent 11 acres 3 roods and 6 perches, with the buildings standing thereon, as secondary mortgage.

At 3 P.M.

4. The land called Thelkekunawatta, situate at Kaluwarippuwa aforesaid, containing in extent 1 acre 2 roods and 8 perches; of which land an undivided  $\frac{11}{12}$  shares, with the buildings standing thereon, as secondary mortgage.

At 4 P.M.

5. The land called Katiyalagodella, situate at Katiyala, in Dunagaha pattu aforesaid, containing in extent about 8 acres; of which, excluding 150 coconut trees and the soil thereto belonging, the undivided  $\frac{1}{10}$  share of the remaining undivided land, with the buildings standing thereon, as primary mortgage.

At 4.30 P.M.

6. The  $\frac{1}{2}$  share of the land called Katiyalagodella, situate at Katiyala aforesaid, containing in extent about  $1\frac{1}{2}$  acres; of which the undivided  $\frac{1}{2}$  share, with the buildings standing thereon, as secondary mortgage.

Further particulars from Messrs. Croos & Fernando, Proctors and Notaries, Negombo, or—

S. R. PEIRIS,  
Auctioneer.

Negombo, January 10, 1922.

**Auction Sale.**

In the District Court of Galle.

Wehellege Don Basilio de Silva Samaranyake of Talpe ..... Plaintiff.

No. 18,333. Vs.

Kalake Patirana de Silva de Meepe. Defendant.

UNDER and by virtue of the decree and the order to sell issued to me in the above case, I shall sell by public auction the following property, bound and executable

for the recovery of the amount due on the said decree, at their respective spots, on the dates and hours hereinafter specified, viz. :—

On February 4, 1922, commencing at 2.30 P.M.

1. All the trees and soil of the northern portion separated off by the Gansabhawa road from Meepe to Katukurunda, and all the buildings constructed thereon by the defendant of the land Kosketiyegemahawatta and of the adjoining owita called Pokunalangaowita, situate at Meepe, in Talpe pattu of Galle, in extent 7 acres.

2.  $\frac{7}{40}$  part of the planter's undivided  $\frac{1}{2}$  share of the second plantation on the undivided eastern portion and an undivided  $\frac{7}{75}$  part of the entire soil and of the remaining trees of the land Muttrapitiyewatta, together with an undivided  $\frac{7}{10}$  part of the tiled house of 5 carpenter's cubits standing thereon, situate at Meepe aforesaid, in extent about 14 acres.

On February 11, 1922, at 3 P.M.

An undivided  $\frac{1}{2}$  part of the trees and soil of the land Henedeniyagalagawakumbura, situate at Ankokkawala in Akmeemana in Galle, in extent 2 acres and 25 perches.

For further particulars please apply to D. G. Goonewardana, Esq., Proctor and Notary, Galle, or to me :

CHAS. M. GOONASEKERA,  
Auctioneer.

Galle, January 10, 1922.

**Auction Sale.**

NOTICE is hereby given that by virtue of a mortgage decree entered in the case No. 8,705, D. C., Matara, against Asana Marikkar Mohamadu Buhari of Weligama, I, the undersigned, will sell by public auction, upon orders of the said court, on January 28, 1922, at 2 P.M., at the Notarial office of Mr. Alfred Gunaratna at Weligama, the under-mentioned properties, viz. :—

1. The soil and trees and buildings of Gederawatta at Paranaweediya in Weligama.

2. One-half of the soil and trees, except planter's  $\frac{1}{2}$  share, of Beligahawatta, situated at ditto.

3. One-fifth part of the soil and trees, except planter's  $\frac{1}{2}$  share of 3 coconut trees and 1 breadfruit tree of 2nd plantation, of Kottangahawatta alias Beligahawatta, at ditto.

4. The western  $\frac{1}{2}$  part of Beligahawatta alias Corotuwa, at ditto, and the fruit trees thereof save and except 6 coconut trees belong to planter's  $\frac{1}{2}$  share of 1st plantation.

B. A. K. WIJAYANAYAKA,  
Commissioner.

Matara, January 10, 1922.

**Christ Church, Jaffna.**

I HEREBY give notice that, in accordance with the provisions of section 11 of Ordinance No. 12 of 1846, there will be a General Meeting of the congregation of this Church on Sunday, the 22nd instant, at 7 P.M., in the girls' school-room, for the purpose of electing trustees for the year ending December 31, 1922.

Christ Church, C. H. VAN DENBERG,  
Jaffna, January 2, 1922. Incumbent.

**NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1921."**

**Notice re Re-sale of Toddy Taverns for Non-payment of Instalments.**

NOTICE is hereby given that the privilege of selling fermented toddy by retail in the under-mentioned areas from February 1, 1922, to September 30, 1922, will be re-sold at the risk of the original grantee, and on the original conditions, by public auction, at the Kachcheri at Kurunegala, on Tuesday, January 31, 1922.

2. Further particulars, as to the conditions, can be obtained on application at the Kurunegala Kachcheri.

Kurunegala Kachcheri;  
January 10, 1922.

F. G. TYRRELL,  
Government Agent.

**SCHEDULE.**

Tavern No.	Division.	Locality or Range.
8	Dambadeni hatpattu	Potuhara
19	Local Board	Kurunegala

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Sale of Goods.

THE under-mentioned package having been left in Bonded Warehouse No. 2 beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, it will be sold by public auction on Monday, January 30, 1922, at 1 P.M. Goods must be cleared on or before Thursday, February 2, 1922:—

No. and Date of Entry.	Vessel.	Marks.	Number and Description of Package.
738, April 11, 1921	.. ss. Hatipara	.. S M F upon 7 in a diamond	.. 1 case shoes and slippers

H. M. Customs,  
Colombo, January 6, 1922.

A. N. STRONG,  
for Principal Collector.

## Statement showing the Importations of Rice into the Ports of Ceylon during the Week ended December 31, 1921.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	.. Dhanushkodi	.. 18,132
Do.	.. Akyab	.. 11,000
Do.	.. Calcutta	.. 56
Do.	.. Rangoon	.. 48,711
Do.	.. Singapore	.. 468
Do.	.. Tuticorin	.. 232
Galle	.. Negapatam	.. 1,754
Talaimannar	.. Dhanushkodi	.. 876

No rice was shipped during the week.

H. M. Customs,  
Colombo, January 6, 1922.

A. N. STRONG,  
for Principal Collector.

## Statement showing the Importations of Rice into the Ports of Ceylon during the Week ended January 7, 1922.

Ceylon Port.	Port of Origin.	Number of Bags.
Talaimannar	.. Dhanushkodi	.. 667
Colombo	.. Maldives	.. 10
Do.	.. Dhanushkodi	.. 13,155
Do.	.. Tuticorin	.. 1,039

Shipped during the week, 4,073 bags.

H. M. Customs,  
Colombo, January 10, 1922.

A. N. STRONG,  
for Principal Collector.

## Sale of Lease.

NOTICE is hereby given that the Government Agent of the Western Province will sell by auction on January 30, 1922, at 12 noon, at the Colombo Kacheheri, for the purchase of the lease of lots 11792 and 11792 in preliminary plan No. 11,350, situated at Bambalapitiya, for a period of one year from February 1, 1922.

## Conditions.

- The highest bidder shall be declared the purchaser.
- The purchase amount shall be paid in full on the day of sale.
- The purchaser will be entitled to use the land for the purpose of unloading materials from boats, rafts, &c., in the Kirillapone canal, and to charge from each such boat or raft a sum not exceeding Re. 1.
- The purchaser shall not encroach on or allow any kind of cart traffic on the adjoining tow path, and he shall not interfere with any existing fence or boundary on the leased premises.
- The purchaser shall be bound to fence the land leased to him, if called on by the Government Agent to do so.
- The purchaser shall not damage the land, but keep it in good order, pay all rates and taxes, and comply with Municipal regulations.
- The Government Agent, or any one acting under his authority, will be entitled to re-enter into occupation at any time on giving a month's notice to the lessee.
- The purchaser shall not assign, transfer, or sublet the premises without the written permission of the Government Agent, Western Province, so to do.

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

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

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

The Kacheheri,  
Colombo, January 4, 1922.

R. J. PEREIRA,  
for Government Agent.

## Lease of the Produce of Trees.

NOTICE is hereby given that the Government Agent of the Western Province will sell by public auction, at his office in Colombo, at 12 noon, on Monday, January 30, 1922, the lease of the produce of the trees on the two under-mentioned lots for one year from February 1, 1922, subject to the following conditions:—

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

## Lots of Land referred to.

Preliminary plan 14,596.—Regent street.

Ward place and Norris Canal road.

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

The Kacheheri,  
Colombo, January 5, 1922.

R. J. PEREIRA,  
for Government Agent.

## "The Insect Pest and Quarantine Ordinance No. 5 of 1901."

Declaration under Clause 3 of Regulations dated December 7, 1916, and published in the "Government Gazette" No. 6,839.

WHEREAS Shot-Hole Borer (*Xyleborus fornicatus*, Eich.) is present on the following plantations, that is to say:—

(Tea Estates.)

## PROVINCE OF UVA.

Badulla District: Deens Land Estate, Badulla.

## CENTRAL PROVINCE.

Dimbula District: Wattegodde Estate, Watagoda.

(Tea Gardens.)

## CENTRAL PROVINCE.

Kadugannawa District. Village—Arambegama.

Garden.	Extent.			Owner.
	A.	R.	P.	
Alpitiyagodawatta	0	3	0	Dingiriamma
Alukkumburagederawatta	4	2	0	G. C. de Silva

Village—Bulumulla.

Heerasagalawatte	2	0	0	W. H. Kalu Banda
Do.	30	0	0	P. M. Tikiri Duraya
Do.	2	0	0	P. B. Kalu Banda
Pilapitiya	1	0	0	Biso Menika
Do.	1	0	0	Bandara Menika
Tuthurigodawatta	0	2	0	P. B. Kalu Banda
Undugodawatta	1	0	0	P. B. Kalu Banda

Village—Dehipagoda.

Aluambegodawatta	0	2	0	S. M. Rajapakse
Alukumburawatta	0	1	0	Hamidu Lebbe
Do.	0	1	0	S. M. Rajapakse
Angaletennewatta	0	2	0	Kudarala
Do.	0	1	0	E. Ahamadu Lebbe
Do.	0	1	0	Nakathe Duraya
Apalagodahena	0	2	0	A. Ahamadu Lebbe and E. Mana Lebbe
Apalagodawatta	0	2	0	Kavanna Mohamadu Lebbe
Arambewatta	0	3	0	Wickremesinghe Arachchi
Bothegodawatta	1	0	0	D. Heeramma
Delengepitiyawatta	0	0	10	Naina Mahamadu
Epita-arambewatta	0	1	0	B. Kaluhamy
Do.	0	1	0	M. Siyathu
Do.	0	2	0	N. Nandena
Do.	2	2	0	Eyalagedera Kudarala
Eriyahena	1	0	0	Sumangala Unannse
Gamahalya-arambe	0	1	0	Ukkuhamy Vidane
Ginihapuwatta	0	2	0	S. M. Siyathu
Hadadeniyawatta	0	2	0	Madun Lebbe
Hamayampolawatta	0	2	0	N. Wimala and Ukkuhamy
Do.	0	3	0	Sudugama Menikathena
Do.	0	2	0	Menikotuwegedera Siyathu
Do.	1	2	0	Gangoda Ukku
Heti yawatta	0	2	0	A. Kalu Banda
Hondeniyawatta	1	0	0	D. M. Karunanayake
Imbulepitiyawatta	1	0	0	U. Ahamadu Lebbe
Kagahakotuwa	0	1	0	E. Adam Lebbe
Do.	0	0	10	U. Ahamadu Lebbe
Kahawattawalakada	1	0	0	S. M. Rajapakse
Kalaldorehena	2	0	0	Kiri Banda, Arachchi and Kaluettana

Kalugamanakumburawatta	1	0	0	Heenhendy
Kamalangewatta	1	2	0	M. Kiri Menika
Kehelkottuwawatta	1	0	0	Hensa Nona
Kolegodawatta	1	0	0	S. Appuhamy
Do.	1	0	0	S. M. Appuhamy
Do.	0	2	0	W. Ranhamy
Do.	0	3	0	K. Punchirala
Kotambewatta	0	2	0	Nakathe Duraya

Garden.	Extent.			Owner.
	A.	P.	P.	
Malpalgodawatta	0	3	0	Dehipagoda Punched
Do.	5	0	0	M. G. Goomeratne and N. B. Lokuhamy
Do.	0	1	0	Duwelikotuwa Dingir
Malpalgodahena	2	0	0	Gangoda Ukku
Miladeniyawatta	0	1	0	Eyalagedera Kudarala
Nanayaregewatta	0	1	0	Meera Lebbe
Do.	1	2	0	U. Ahamadu Lebbe
Oledeniagederawatta	1	0	0	Oledeniagedera Ukku
Oledeniawatta	0	2	0	K. Aladore Horatala
Palayagederawatta	0	2	0	Assan Saibo
Pansalawatta	0	2	0	Sumangala Unannse
Patalawatta	1	0	0	Atukorale Siyathu
Do.	0	1	0	Kaluahetappu Duraya
Pitakotuwewatta	0	1	0	Delgahapitiya Kiri Banda
Do.	0	0	10	Oledeniya Belinda
Do.	0	2	0	Totadeniyagedera Ukku
Do.	1	1	0	Imbelagoda Tikiri Menika
Pitawalawatta	0	2	0	M. Kiri Banda
Pitawalawiharewatta	2	2	0	Sohobita Unannse
Pussemullawatta	0	2	0	D. Horatala
Do.	2	0	0	Hensa Nona
Do.	1	2	0	John Singho
Do.	2	0	0	do.
Thorakotuwewatta	0	3	0	Tamby Lebbe
Udagederawatta	0	2	0	Polkiri Banda
Wickaradeniyawatta	4	0	0	G. W. Mudiyanse, Arachchi

Village—Embilimigama.

Egodawatta	0	2	0	W. M. Punchirala
Eiyarasagalawatta	2	2	0	L. B. Hetpola
Do.	2	0	0	A. M. Ukku Banda
Geerasakalawatta	1	2	0	W. M. Punchirala
Hahatagoda	6	0	0	Ukku Henaya
Leapalawatta	1	0	0	W. M. Punchirala
Kumburawatta	8	0	0	F. A. Perera
Pangadagederawatta	3	1	0	W. M. Punchirala
Pansalawatta	2	0	0	T. A. Weerakody
Sakarapitiya	2	0	0	W. M. Punchirala
Ungangewatta	3	0	0	Do.
Wallawewatta	10	0	0	T. B. Pilamatalawa
Warakagodawatta	1	2	0	L. B. Hetpola

Village—Govindala.

Dewalapitiya	6	0	0	P. B. Dissanayake
Gederawelawatta	2	0	0	D. M. Mudiyanse
Do.	2	2	0	Punchiamma
Govindalagederawatta	0	1	0	Appuhamy Kapurala
Paradiawatta	9	0	0	D. M. Mudiyanse
Udagederawatta	2	0	0	Maria Nona

Village—Hendeniya.

Achariawatta	2	0	0	Suriyandara
Arawegodawatta	2	0	0	P. Punchirala
Bambaramalthewatta	0	2	0	A. Samsedeen
Vetahasgehena	1	0	0	Suriyandara
Yahanhegodawatta	1	0	0	Kalu Banda
Do.	2	0	0	Punchirala, Korala

Village—Kiribathkumbura.

Arratenne	15	0	0	Madugalla
Do.	0	1	0	Belinda
Do.	9	3	0	K. D. Seneviratne
Do.	1	0	0	Andaris Appu
Do.	2	0	0	K. D. Seneviratne
Bandara-arambe	3	0	0	A. A. Stembo
Kalagederakotuwa	0	1	0	H. M. Loku Menika
Neambaleande	1	0	0	P. B. Sangakara
Do.	4	0	0	H. M. Loku Menika
Do.	2	0	0	P. B. Kalu Banda
Nelligasgodawatta	14	0	0	Inspector Malleappah

Garden.	Extent.			Owner.
	A.	R.	P.	
Pahalegederawatta	2	0	0	H. M. Loku Menika
Paluwattumulla	1	2	0	do.
Pilapitiyawatta	2	0	0	do.
Polwatta	3	0	0	do.
Siyambalawehena	2	0	0	R. Mitchoo Nona
Uspanawewehena	2	0	0	A. Banda
Do.	2	0	0	K. P. Kiri Banda
Watakumbura-arambe	0	1	0	Tikiri Kumari Hamy
Village—Pilamatalawa.				
Ambagaspitiya	3	0	0	M. D. Alfred
Do.	1	0	0	K. H. Dingiri Menika
Ithawalagodawatta	3	0	0	M. D. Alfred
Village—Polgaha-anga.				
Agoda-ahawatta	0	3	0	Surahalagederawatta Ukku Banda
Agodahagederawatta	0	1	0	S. Pinchamma
Bumanarewatta	2	2	0	B. Kiri Banda
Dambagollehena	6	0	0	Sidhartha Unnanse
Delgahayattahena	1	2	0	W. Kiri Banda
Dewaladeniyakotuwa	1	2	0	Arambegedera Dingiriya
Digaoruwewatta	0	2	0	Arambegedera Kalu
Do.	0	2	0	Kirisaduwa
Diyaweriyawatta	1	0	0	D. Kiri Banda
Diyaweriyakotuwa	0	3	0	Sidhartha Unnanse
Galpothehena	0	1	0	Kiri Duraya
Heennarankumburawatta	2	0	0	Galwattekotuwegedera Kiri Duraya
Imbulpitiyawatta	2	0	0	D. Kalu Banda
Do.	0	3	0	Imbulpitiya Mudiyanse
Do.	0	3	0	W. Kalu Banda
Karawaliadewatta	1	0	0	Galwaturakotuwa Kiri Duraya and Kiri Sedasa
Do.	0	2	0	Galwattakotuwa Kiri Duraya
Koholanewatta	1	2	0	Koswatta Kiri Banda
Nillamulahena	0	2	0	S. Ukku Banda
Do.	0	2	0	Arambegedera Appuwa
Do.	1	2	0	Hopitiya Ukkuwa
Do.	1	0	0	B. Kalua
Palikahahena	0	1	0	Kiri Duraya
Pathagahawahena	1	2	0	Arambegedera Appuwa
Polkotuwa	1	2	0	Imulegodahamy and others
Tumanhandiyawatta	1	0	0	D. Kalu Banda
Tumanhandiyahena	0	2	0	D. Kiri Menika
Do.	0	3	0	Walawwewatta Hamine
Do.	1	0	0	G. Ranmenika
Do.	1	0	0	K. Ukku Banda
Uda-arambewatta	1	0	0	Arambegedera Appuwa
Udahentennewatta	4	0	0	P. B. Samarakoon
Do.	1	0	0	K. Kalu Banda
Do.	1	2	0	K. Punchi Menika
Do.	1	0	0	Koswatta Mudiyanse
Do.	1	0	0	Koswatta Loku Menika
Wariyagodahna	1	0	0	Bincha Duraya Appuwa
Wariyagodawatta	1	0	0	Surahala Kiri Banda
Welgahapitiya Pansalawatta	1	0	0	Sidhartha Unnanse
Yatawaragederawatta	1	0	0	Wijatunga Mudiyanse

Under Clause 3 of the regulations published in the *Government Gazette* No. 6,839 of December 8, 1916, the said plantations are hereby declared to be infested areas.

And whereas the above-mentioned pest is no longer present on the following plantation:—

CENTRAL PROVINCE.

District: Kadugannawa.

Village—Ilukwatta.

Garden.	Extent.			Owner.
	A.	R.	P.	
Polwatta (tea garden)	1	0	0	Saleem Lebbe

Village—Karamada.

Garden.	Extent.			Owner.
	A.	R.	P.	
Verelehena Nursery	0	1	0	W. M. Appuhamy

Under regulation 4 published in the aforesaid *Gazette* the said plantation is hereby declared to be no longer an infested area.

Department of Agriculture, F. A. STOCKDALE,  
Peradeniya, January 9, 1922. Director of Agriculture.

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

NOTICE is hereby given that, under section 49 (1) of "The Housing and Town Improvement Ordinance, No. 19 of 1915," the Board of Improvement Commissioners, Kandy, have, by a resolution passed at a meeting of the said Board held on December 1, 1921, adopted a Back Lane Scheme for the proper conservancy of a specific area of the town of Kandy; bounded on the north by King street, south by Colombo street, east by Castle Hill street, and west by Brownrigg street.

Particulars of this Scheme, which is estimated to cost Rs. 14,000, a map of the area comprised therein, and a statement specifying the properties proposed to be acquired thereunder, may be seen at the Office of the Board of Improvement Commissioners, in the Town Hall, Kandy, between the hours of 2 P.M. and 4.30 P.M. daily, except on Saturdays, Sundays, and Public holidays.

Town Hall,  
Kandy, January 10, 1922.

C. S. VAUGHAN,  
Chairman.

Sale of Ebony.

AN auction sale of the under-mentioned ebony will be held at the Central Depot, Kew road, Slave Island, Colombo, on Saturday, February 4, 1922, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.

4. Depot weights must be accepted, but buyers can have the right of giving notice, before the expiration of the date of payment, of having the actual weight ascertained. Should the difference between the depot weight and the weight ascertained after re-weighing be more than 1½ per cent., the cost of re-weighing is to be borne by the Forest Department, and if within 1½ per cent. by the purchaser; any difference between the depot weight and the weight ascertained after re-weighing is to be paid or allowed for, as the case may be. Should two or more purchasers desire to re-weigh their timber on the same day, precedence will be given to the buyer whose notification of intention to re-weigh reaches the Assistant Conservator of Forests first.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the re-sale, while, if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of



Forests, and will hold good only at the particular sale at which it is produced.

Forest Division.	No. of Lots.	Quantity offered for Sale.		
		Tons.	cwt.	qr. lb.
Central	12	3	7	0
North-Central	26	7	18	0
<b>Total</b>	<b>38</b>	<b>11</b>	<b>5</b>	<b>0</b>

LIST OF EBONY LOGS REFERRED TO.

Divisional No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Weight.				Remarks.
				Tons.	cwt.	qr.	lb.	
<i>Central Division.</i>								
—	1978	11 6.. 1	3.. 0	1	0	7	..	Black
28	1982	12 0.. 2	3.. 0	3	0	0	..	do.
13	2001	15 2.. 2	0.. 0	3	1	14	..	do.
16	2002	13 5.. 1	5.. 0	1	0	0	..	do.
34	2004	19 8.. 2	3.. 0	3	2	21	..	do.
18	2005	14 9.. 3	8.. 0	9	1	14	..	do.
43	2006	16 3.. 2	2.. 0	2	3	14	..	do.
36	2012	19 2.. 3	3.. 0	7	1	14	..	do.
6	2013	16 11.. 2	4.. 0	4	2	0	..	do.
4	2014	10 9.. 3	6.. 0	7	3	0	..	do.
8	2015	12 6.. 4	5.. 0	11	0	0	..	Marked
11	2016	15 9.. 4	3.. 0	12	0	0	..	Black
<i>North-Central Division.</i>								
42	1785	11 6.. 5	2.. 0	13	3	0	..	Slightly marked
36	1860	10 9.. 3	3.. 0	6	0	0	..	Marked
29	1864	24 3.. 3	7.. 0	14	0	0	..	Black
1	1879	17 0.. 4	2.. 0	14	3	0	..	Marked
3	1889	20 0.. 5	1.. 1	5	2	0	..	Well marked
39	1933	16 4.. 4	6.. 0	17	0	0	..	Slightly marked
15	1963	17 9.. 2	3.. 0	4	2	0	..	Black
32	2020	10 6.. 2	6.. 0	3	0	0	..	Marked
13	2023	9 9.. 2	7.. 0	3	2	7	..	Slightly marked
38	2049	14 0.. 1	4.. 0	1	0	14	}	Black
41		12 3.. 1	7.. 0	1	1	14		
4		14 9.. 2	0.. 0	1	3	0		
30		10 10.. 1	4.. 0	0	3	0		
7	2050	9 4.. 1	7.. 0	1	0	0	}	do.
9		11 7.. 1	7.. 0	1	1	0		
8		12 0.. 1	1.. 0	0	3	0		
33		10 4.. 1	3.. 0	0	3	0		
31	2051	9 10.. 1	1.. 0	0	2	0	}	do.
14		11 9.. 0	7.. 0	0	1	7		
20		7 9.. 1	5.. 0	0	2	7		
44		6 0.. 1	3.. 0	0	1	7		
26	2052	5 2.. 1	1.. 0	0	1	0	}	do.
45		6 0.. 2	1.. 0	0	3	0		
51		8 0.. 1	1.. 0	0	2	7		
15		7 9.. 1	7.. 0	0	3	7		
19	2053	8 0.. 1	7.. 0	1	0	0	}	do.
35		8 5.. 1	9.. 0	1	1	0		
39		7 0.. 1	3.. 0	0	2	0		
36		8 6.. 1	5.. 0	0	2	14		
24	2054	8 0.. 1	7.. 0	0	3	0	}	Slightly marked
46		6 2.. 1	5.. 0	0	1	14		
53		9 8.. 2	0.. 0	2	0	0		
49		13 3.. 1	4.. 0	1	1	21		
34	2055	11 8.. 1	6.. 0	1	3	0	..	Black
43	2056	13 1.. 1	11.. 0	2	1	0	..	do.
25	2057	12 2.. 1	3.. 0	0	3	21	..	do.
57	2058	15 0.. 1	4.. 0	1	1	0	..	do.
32	2059	9 9.. 2	2.. 0	2	1	21	..	do.
33	2060	11 0.. 2	9.. 0	2	1	0	..	Well marked
58	2061	14 9.. 1	9.. 0	2	1	21	..	Marked
41	2062	11 9.. 2	0.. 0	2	1	21	..	do.
66	2063	13 2.. 3	3.. 0	8	0	0	..	Black

Divisional No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Weight.				Remarks.
				Tons.	cwt.	qr.	lb.	
42	2064	11 4.. 2	6.. 0	0	4	3	0	.. Black
55	2065	18 7.. 2	10.. 0	0	6	3	0	.. Marked
<b>Total</b>				<b>11</b>	<b>5</b>	<b>0</b>	<b>7</b>	

J. D. SARGENT,  
Acting Conservator of Forests,  
Office of the Conservator of Forests,  
Kandy, January 9, 1922.

Change of Management.

NOTICE is hereby given that the Rev. N. G. Nathaniel of Nallore, Jaffna, has been appointed Manager of the schools mentioned below, in place of Mr. S. T. Chinnappah, Nallore, Jaffna:—

Schools referred to.

Nallore Station Boys'	Navetkui Mixed
Nallore South Girls'	Kailakamy Mixed
Temple Street Girls'	Maravampulam Mixed
Kaicula Boys'	Kokkuvil Station Mixed
Kaicula Girls'	Kokkuvil West Mixed
Tinnevely Boys'	Kokkuvil East Mixed
Tinnevely Girls'	Kondavil Mixed

Education Office, EDWIN EVANS,  
Colombo, January 10, 1922. Acting Director of Education.

Change of Site of Pungudutive East Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. Pasupathypillai, Pungudutive for a change of site of his Pungudutive East Vernacular Mixed School, which is situated in Pungudutive East, Jaffna District, of the Northern Province, to a site about 300 yards away from the present one.

Observations will be received not later than February 13, 1922.

Education Office, EDWIN EVANS,  
Colombo, January 11, 1922. Acting Director of Education.

Amended Syllabus of Elementary Physics.

THE following amended syllabus of Elementary Physics for the Medical Entrance Examination is published for general information:—

ELEMENTARY PHYSICS.

Mechanics, Heat, and Light.

*Mechanics.*—Units, Velocity and acceleration. Mass and momentum. Force. Newton's Laws of motion. Kinetic energy and work. Conditions of equilibrium. Parallel forces. Centre of gravity. Levers. Pulleys, and the inclined plane. Pressure in liquids. Density and specific gravity. Atmospheric pressure and Boyle's Law.

*Heat.*—Temperature. Thermometers. Expansion of solids, liquids, and gases with change of temperature. Specific heat. Latent heat. Conduction and radiation. The mechanical equivalent of heat.

*Light.*—Propagation of light. Reflection and refraction at plane and spherical surfaces. Lenses. Prisms. The spectrum.

L. D. PARSONS, M.B.,  
Acting Registrar, Ceylon Medical College.  
Colombo, January 9, 1922.

Registration of a Building for Solemnization of Marriages.

IN pursuance of the provisions of section 12 of the Ordinance No. 19 of 1907, intituled "An Ordinance to consolidate and amend the Laws relating to the Registration of Marriages, other than the Marriages of Kandyans or of Muhammadans," I, George FitzGeorge Forrest, Acting Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein:—

No.	Date of Registration.	Description.	Situation.	Minister, or Proprietor, or Trustee.	Religious Denomination on whose behalf the Building is registered.
360	Jan. 7, 1922	Wesleyan Church	Kamaragoda, Dasiya pattu, Alutkuru korale north, Negombo District	Rev. W. O. Beven, Minister	Wesleyan Methodist

Registrar-General's Office,  
Colombo, January 7, 1922.

G. F. FORREST,  
Acting Registrar-General.

## Registration of a Building for Solemnization of Marriages.

IN pursuance of the provisions of section 12 of the Ordinance No. 19 of 1907, intituled "An Ordinance to consolidate and amend the Laws relating to the Registration of Marriages, other than the Marriages of Kandyans or of Muhammadans," I, George FitzGeorge Forrest, Acting Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein:—

No.	Date of Registration.	Description.	Situation.	Minister, or Proprietor, or Trustee.	Religious Denomination on whose behalf the Building is registered.
359	Dec. 21, 1921	All Saints' Church	Elkaduwa, Udasiya pattu, Matale South, Matale District	The Right Rev. Dr. E. A. Copleston, Bishop of Colombo, Minister	Church of England

Registrar-General's Office,  
Colombo, December 21, 1921.

G. F. FORREST,  
Acting Registrar-General.

## Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 76, situated at Kollupitiya, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 31, 1921.

The Municipal Office, CHAS. W. PATE,  
Colombo, January 5, 1922. Municipal Veterinary Surgeon.

## Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 6, situated at Hyde park corner, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from January 7, 1922.

The Municipal Office, CHAS. W. PATE,  
Colombo, January 9, 1922. Municipal Veterinary Surgeon.

## Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 829, situated at Wellawatta, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from January 5, 1922.

The Municipal Office, CHAS. W. PATE,  
Colombo, January 9, 1922. Municipal Veterinary Surgeon.

## Foot-and-Mouth Disease.

WHEREAS by proclamation dated December 16, 1921, published in the *Government Gazette* No. 7,235 of December 23, 1921, the premises bearing assessment No. 139, situated at Dematagoda, 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 January 5, 1922.

The Municipal Office, CHAS. W. PATE,  
Colombo, January 9, 1922. Municipal Veterinary Surgeon.

## Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 154, situated at Chapel place, Grandpass, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 30, 1921.

The Municipal Office, CHAS. W. PATE,  
Colombo, January 5, 1922. Municipal Veterinary Surgeon.

## Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 1A, situated at Princes gate, Colombo: Such premises are

hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area. This declaration shall take effect from January 6, 1922.

The Municipal Office, CHAS. W. PATE,  
Colombo, January 9, 1922. Municipal Veterinary Surgeon.

## Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the villages Minuana, Murutengala, Getahetta, Nagoda, Walawita, and Duranpitiya, in the Palle pattu of Kuruwiti korale, Ratnapura District of the Province of Sabaragamuwa: It is hereby declared that the area, bounded on the north by Hirage-ela, south by village boundaries of Kendangamuwa and Iddamalagoda, east by village boundaries of Welangalla and Bopetta, west by village boundary of Kalatuwawa East, is infected in terms of section 5 (1) and (2) of Ordinance No. 25 of 1909.

This declaration will take effect from January 10, 1922.

Ratnapura Kacheheri, H. W. CODRINGTON,  
January 10, 1922. Government Agent.

## Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village Ambalanpitiya in Panawal korale east of Three Korales, Kegalla, District: It is hereby declared that the under-mentioned area is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909. Ambalanpitiya village is bounded on the north by Thatu-walakanda, east by Gomala-oya and Andonawa-ela, south by the Kottunnadola, and on the west by Thalapitiya village.

This declaration shall take effect from December 31, 1921.

The Kacheheri, MERVYN JOSEPH,  
Kegalla, January 4, 1922. for Assistant Government Agent.

## Rinderpest.

WHEREAS by proclamation dated December 16, 1921, published in the *Government Gazette* No. 7,235 of December 23, 1921, the premises bearing assessment No. 24, situated at Jampettah 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 rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from December 20, 1921.

The Municipal Office, CHAS. W. PATE,  
Colombo, January 5, 1922. Municipal Veterinary Surgeon.

## Rinderpest.

WHEREAS by proclamation dated October 29, 1921, published in the *Government Gazette* No. 7,223 of November 4, 1921, the premises known as the Cattle Mart and Quarantine Station, Dematagoda, 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 rinderpest no longer exists in the said premises it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from January 1, 1922.

The Municipal Office, CHAS. W. PATE,  
Colombo, January 6, 1922. Municipal Veterinary Surgeon.

## 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, January 11, 1922.

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

## SCHEDULE.

Date of Sale : February 6, 1922.

Premises No.	Street.	Quarter and Year.	Time of Sale.
2915A/9C ..	3rd Division, Maradana ..	4th quarter, 1919, to 3rd quarter, 1921 ..	A.M. 7. 5
2916/9B ..	Do. ..	do. ..	7. 10
2917/9 ..	Do. ..	do. ..	7. 15

## ROAD COMMITTEE NOTICES.

## Embilmegama-Alagalla Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will, on Saturday, January 21, 1922, at their office in Kandy, proceed to assess the under-mentioned estates to make up the contribution of Rs. 970 for the upkeep of the above road for the year ending September 30, 1922.

Proprietor or Agents.	Estates.	Acreage.
Section 4 to 4 $\frac{1}{2}$ mile.		
P. J. Benwell	Andiatenne	200
Section 4 $\frac{1}{2}$ to $\frac{1}{2}$ mile.		
G. C. Price	Tismoda	470
P. J. Benwell	Andiatenne	200

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

C. S. VAUGHAN,  
Chairman.  
Provincial Road Committee's Office,  
Kandy, January 9, 1922.

## Galaha-Pupuressa Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1922, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, January 21, 1922, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,400
Private contributions	Rs. 2,232
1st section, 1 mile.	
Proprietors or Agents.	Estates. Acreage.
Galaha Ceylon Tea Estates & Agency Co. (W. A. S. Paul)	Vedehetta .. 902
Gordon Frazer & Co. (Sellembrum)	Erin .. 336
2nd section, 1 mile.	
Galaha Ceylon Tea Estates & Agency Co. (W. A. S. Paul)	Vedehetta .. 902
Gordon Frazer & Co. (Sellembrum)	Erin .. 336
3rd section, 1 mile.	
Gordon Frazer & Co. (Sellembrum)	Erin .. 336
4th section (first half), $\frac{1}{2}$ mile.	
Gordon Frazer & Co. (Sellembrum)	Erin .. 336
4th section, (second half), $\frac{1}{2}$ mile.	
Gordon Frazer & Co. (A. P. Sandbach) Le Vallon	.. 2,396

Proprietors or Agents.	Estates.	Acreage.
5th section, 1 mile.		
Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	.. 2,396
6th section, 1 mile.		
Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	.. 2,396
Cumberbatch & Co. (H. W. Kay)	New Forest	.. 425

Proprietors or Agents.	Estates.	Acreage.
7th section, 1 mile.		
Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	.. 2,396
Cumberbatch & Co. (H. W. Kay)	New Forest	.. 425
E. D. Padwick (E. A. Clive)	Yarrow Group	478
Lipton, Limited (G. L. H. Doudney)	Pooprassie	.. 1,350

Proprietors or Agents.	Estates.	Acreage.
8th section, $\frac{1}{2}$ mile.		
Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	.. 2,396
Cumberbatch & Co. (H. W. Kay)	New Forest	.. 425
E. D. Padwick (E. A. Clive)	Yarrow Group	478
Lipton, Limited (G. L. H. Doudney)	Pooprassie	.. 1,350

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

C. S. VAUGHAN,  
Chairman.  
Provincial Road Committee's Office,  
Kandy, January 9, 1922.

## Mallawapitiya-Rambadagalla Branch Road.

NOTICE is hereby given, in terms of "The Branch Roads Ordinance, No. 14 of 1896," section 18, that the Local Committee call a General Meeting of the proprietors and managers of estates interested in the above road, to be held at Kurunegala Resthouse on Saturday, February 4, 1922, at 4 P.M.

## Business.

To consider and report to the Provincial Road Committee with regard to—

1. The sections into which the road is to be divided for the upkeep and maintenance.
2. The estates which, in their opinion, are interested in and will use each section of the road or any part thereof.
3. The acreage of the land belonging to each estate.
4. The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

## Estimates.

1. Estimate No. D 282 amounting to Rs. 13,668 for the maintenance of the road during 1921-22.
2. Estimate No. D 524 amounting to Rs. 112.56 for the maintenance of the Kospotu-oya bridge.
3. The amount Rs. 1,290.10 said to be due by estates for the acquisition of land on original construction of the road.

H. W. GORDON,  
Chairman, Local Committee.  
Matala, December 30, 1921.



	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
(5) Water supply—			H.—Dog Registration Ordinance, No. 25 of 1901; Rabies Ordinance, No. 7 of 1893:—		
(a) Water-rate (141 (b), (146)) ..	—		(1) Registration fees ..	500 0	
(6) Hospitals—			(2) Fines ..	25 0	
(a) Contribution from Government ..	—		(3) Sale of dog collars ..	100 0	
(b) Rent of hospital grounds ..	35 0	35 0	(4) Seizing fees ..	—	625 0
(7) Markets and galas—			I.—Weights and Measures Ordinance— No. 8 of 1876:—		
(a) Rents (168 (12)) ..	1,540 0		(1) Fees for stamping ..	2 0	
(b) Boutiques and stalls (168 (12)) ..	360 0		(2) Fines ..	—	2 0
(c) Fees for private markets (160 (3)) ..	192 0		J.—Education Ordinance, No. 1. of 1920 ..	—	—
(d) Licenses (163 (1)) ..	—	2,092 0			
F.—Parks:—					
Rents and cattle grazing fees ..	70 0	70 0			
G.—Cemeteries Ordinance, No. 9 of 1899:—					
(1) Fees ..	300 0				74,196 0
(2) Hire of hearse ..	90 0	390 0	Balance brought forward ..		7,407 65
			Total ..		81,603 65

## EXPENDITURE

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
A.—General expenditure:—			(3) Conservancy—		
(1) Salaries of officers (not otherwise charged)—			(a) Wages ..	2,904 0	
(a) Secretary ..	2,700 0		(b) Carts and bulls ..	1,800 0	
(b) Clerks ..	360 0		(c) Stores, stationery, &c. ..	700 0	
(c) Peons ..	360 0		(d) Rent of night soil depot ..	—	
(d) Cost of technical advisers ..	480 0		(e) Maintenance of latrines ..	200 0	
(e) Pensions ..	685 56	4,585 56	(f) Acquisition ..	—	
(2) Establishment expenses—			(g) Construction ..	—	5,604 0
(a) Allowances (not otherwise charged)	360 0		(4) Slaughter-houses and cattle pounds—		
(b) Travelling ..	250 0		(a) Wages ..	270 0	
(c) Commission to tax collectors (not otherwise charged) ..	880 0		(b) Maintenance ..	50 0	
(d) Assessors' fees ..	375 0		(c) Acquisition ..	—	
(e) Legal expenses ..	—		(d) Construction ..	—	320 0
(f) Stationery, printing, advertising, and office expenses (not other- wise charged) ..	800 0		(5) Water supply—		
(g) Registration of voters and elections ..	—		(a) Wages ..	—	
(h) Cost of cart plates ..	800 0		(b) Stores ..	—	
(i) Cost of Audit ..	400 0	3,865 0	(c) Maintenance ..	—	
B.—Thoroughfares:—			(d) Acquisition ..	—	
(1) Salaries and wages ..	650 0		(e) Construction ..	—	
(2) Maintenance ..	10,000 0		(f) Loan charges—		
(3) Plant and tools ..	500 0		Principal ..	—	
(4) Lighting ..	6,000 0		Interest ..	—	
(5) Watering streets ..	200 0		(6) Hospitals—		
(6) Commission to tax collectors ..	1,000 0		(a) Wages ..	130 8	
(7) Other badges and fare tables, cattle seizers ..	150 0		(b) Maintenance ..	150 0	
(8) Acquisition ..	—		(c) Paupers: maintenance and burial ..	50 0	330 8
(9) Improvements ..	—		(7) Markets and galas—		
(10) Loan charges—			(a) Wages ..	200 0	
Principal ..	2,500 0		(b) Maintenance ..	250 0	
Interest ..	1,250 0	22,250 0	(c) Printing, &c. ..	250 0	
C.—Resthouses:—			(d) Acquisition ..	—	
(1) Salaries ..	—		(e) Construction ..	—	
(2) Maintenance ..	500 0		(f) Loan charges—		
(3) Furniture and equipment ..	—		Principal ..	—	
(4) Improvements ..	1,500 0	2,000 0	Interest ..	—	700 0
D.—Council lands and buildings; (not charged elsewhere):—			F.—Parks:—		
(1) Wages ..	360 0		(a) Wages ..	60 0	
(2) Commission to collectors ..	—		(b) Maintenance ..	—	
(3) Rent of office ..	—		(c) Allowance to band ..	240 0	
(4) Maintenance ..	100 0		(d) Acquisition ..	—	300 0
(5) Furniture ..	—		G.—Cemeteries Ordinance, No. 9 of 1899:—		
(6) Police tax ..	112 0		(1) Wages ..	960 0	
(7) Loan charges—			(2) Maintenance ..	—	960 0
Principal ..	—		H.—Dog Registration Ordinance, No. 25 of 1901; Rabies Ordinance, No. 7 of 1893:—		
Interest ..	—	572 0	(1) Destruction of dogs ..	—	
E.—Public health:—			(2) Commission to collectors ..	—	
(1) General expenditure—			(3) Cost of dog collars ..	—	
(a) Salaries ..	2,208 0		(4) Cost of seizers ..	50 0	50 0
(b) Allowances ..	—		I.—Weights and Measures Ordinance, No. 8 of 1876:—		
(c) Uniform ..	120 0		Fees to Inspector ..	2 0	2 0
(d) Printing and stationery ..	50 0		J.—Education Ordinance, No. 1 of 1920:—		
(e) Disinfectants ..	175 0	2,553 0	Attendance officer ..	360 0	360 0
(2) Scavenging—					
(a) Wages ..	5,016 0				53,102 64
(b) Carts and bulls ..	3,485 0		Estimated balance ..		28,501 1
(c) Stores ..	150 0	8,651 0	Total ..		81,603 65

Settled and adopted by the Council on January 4, 1922:

ALEX. ED. RAJEPAPSE,  
Chairman, Negombo Urban District Council.

## LOCAL BOARD NOTICES.

## LOCAL BOARD OF NEGOMBO.

## Statement of Revenue and Expenditure of the Local Board of Negombo for the year 1921.

Revenue.		Expenditure.	
	Rs. c.		Rs. c.
Taxes	38,309 1	Cost of administration	12,807 3
Licenses	16,927 18	Sanitation	15,085 31
Rents	5,845 72	Lighting	6,584 23
Fines	947 74	Police charges	7 0
Miscellaneous	12,138 96	Public works	48,270 80
		Miscellaneous	1,946 63
Total	74,168 61	Total	84,701 0
Balance on January 1	18,130 89	Balance on December 31	7,598 50
Total	92,299 50	Total	92,299 50

## Statement of Assets and Liabilities of the Local Board of Negombo for the Year 1921.

Liabilities.		Assets.	
	Rs. c.		Rs. c.
Surplus	7,598 50	Cash in Kachcheri	7,654 45
Total	7,598 50	Uncashed payment orders	85 95
		Total	7,598 50

## Statement of Debt of the Local Board of Negombo for the Year 1921.

Year in which the loan was raised	1921
Original amount of loan	Rs. 25,000
Present amount of loan	Rs. 25,000
Rate of interest	5 per cent.
Annual amount of capital repayable	Rs. 2,500
Date when loan will be extinguished	October 6, 1931

H. E. NEWNHAM,  
Chairman.

## Notice of Sale.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Kalutara South, which have been seized under section 34 of Ordinance No. 13 of 1898 and section 41 of the Ordinance No. 16 of 1865 for default of the payment of assessment tax due for the 3rd quarter, 1921, will be sold by public auction at the premises on Saturday, January 28, 1922, and following days commencing at 10 A.M.

The Kachcheri, B. G. DE GLANVILLE,  
Kalutara, January 11, 1922, Assistant Government Agent.  
List of Properties in Kalutara South for Non-payment of Assessment Tax for the 3rd Quarter, 1921.

Main street.		
No.	Name of Proprietor.	Name of Land.
18	K. M. Thamby Marikar	Saddahawatta
76	Widow of B. Cornelis Appu	Botuparangiawatta
102	M. S. Saibo Dore	Kapparawatta
111	M. Easen Silva	Peraviyawatta
152	Kumaravel Nagamma	Madangahawatta
159, 160,		
573	C. M. C. Abdul Carim, Notary	do.
167	S. L. M. Casi Lebbe	do.
211	W. P. Kaithan Perera	do.
249	C. S. P. Juse Silva	do.
317	B. Philippu Fernando	Oruppuwawatta
355	C. S. P. Juse Silva	Katukurundagahawatta
356	G. Visenti Perera	do.
367	S. J. Appu Pille	Nambiwatta
370	P. Silvestry Fernando	Delgahawatta
388	C. P. Aiyasami	Jasentuwawatta
393½	A. R. M. Abdul Caffoor	Badullagahawatta
450A	C. M. Mohammado	Dodangahawatta
496, 497	S. L. M. Casi Lebbe	Bogahawatta
500½	C. L. M. Abdul Lasis	do.
544½	B. C. Perera, Fiscal Officer	do.
585½		
585½B	B. G. R. Vanrooyen	Siambalagahawatta
608	A. D. Hendrick Appu-hamy	Bandaragewatta
624	James Canera	Ambagahawatta
Old road.		
23½	H. D. Juwanis Appu	Duwewatta
31	K. Abeya	Gorakagahawatta
32	Dr. E. E. Modder	do.

No.	Name of Proprietor.	Name of Land.
35A	Mr. J. V. Weerasinghe	Batagodewatta
36	Do.	do.
89	D. D. Adiriyam	Elliawatta
101	D. H. Weerasinghe Appu-hamy	Sapugewatta
200	T. Arnolis Hamy	Tambungewatta
206	Do.	Bachchinaidegewatta
296	S. L. Lewana Marikar	Godahitiyawatta
316A	A. L. Abdul Careem	Mullewatta
341, 341A	L. M. Omerdeen Marikar	Makulugahawatta
343	S. L. M. Wapusa Marikar	Maragahawatta
370, 371	O. L. Abdu Rahiman	Gorakagahawatta
375	Neina Uduma Lebbe Marikar	do.
391	C. M. Abdul Lateef	Madangahawatta
395	P. B. Uduma Lebbe	Duwewatta
397	C. S. Casim Marikar	do.
408A	M. L. M. Mohamado Sarip-deen	Delgahawatta
440	C. Anthonis Hamy	Botuparangiawatta
482, 483	T. Jeewath Hamy	do.
569	M. Siman Perera	Delgahawatta
570½	D. J. Fernando	do.

Adam street.  
18 W. A. D. John Francis .. Gorakagahawatta  
20 J. Weerasinghe .. do.

Chapel street.  
1 S. Adirian Naide .. Musigewatta

Mosque street.  
25 Segu Doter Thamby .. Kendagahawatta

Katukurunda.  
73 C. S. P. Anthony Silva .. Bilingahawatta

## Notice of Sale.

IN terms of section 34 (1) of Ordinance No. 13 of 1898, notice is hereby given that the under-mentioned properties, situated at Kalutara North, which have been seized under section 34 of Ordinance No. 13 of 1898 and section 41 of the Ordinance No. 16 of 1865 for default of the payment of assessment tax due for the 3rd quarter, 1921, will be sold by public auction at the premises on Saturday, January 28, 1922, and following days, commencing at 10 A.M.

The Kachcheri, B. G. DE GLANVILLE,  
Kalutara, January 11, 1922, Assistant Government Agent.  
List of Properties in Kalutara North for Non-payment of Assessment Tax for the 3rd Quarter, 1921.

No.	Name of Proprietor.	Name of Land.
655	Mahamarakkala Patabendige Juwanis Dias	Kahalagodawayatta
656	Warnage Thobias Fonseka	do.
658	Maggonagurunnanselage Lorensu Perera	Kukkawatta
662½P	Eusebias Cooray	Mawalayawatta
727	Maggona Radage Juwanis Fernando and others	Kahatagahawatta
729	G. Simanhmy and others	Induruwewatta
773A	M. Amonona	Lindamulawatta
785	Weediyeradage Juwanis Fernando	Tittawelawatta
794	Walgampolage Tambihamy Perera	Muttawatta
815	W. Rangishamy and others	Halgahawatta
837	Warnasooriya Patabendige Peduru Fonseka	Mawalayawatta
853	W. J. M. Fernando	Gangabodawatta
856	Tuppahige Abraham Fernando	Hawadiyawatta
880	L. Selestina Peiris	Ratmaharawatta
896	Bodiyabaduge Arnolis Perera	Doswatta
903	Warnage Justina Fonseka and others	Bogahawatta

No.	Name of Proprietor.	Name of Land.
924	Kandaudage Bastian Fernando and others	.. Ambugewatta
948	Waduge Thomas Perera	.. Kaluwatta
964	Bodiyabaduge Albert Perera and others	.. Modarawatta
984	P. Eusabias Cooray	.. do.
987	Don Andris Perera	.. Kokiyawatta
1027	L. Selestina Peiris	.. Gorakagahawatta
1028½	P. Eusabias Cooray	.. Kaluwatta
1061	H. Gomis Fonseka	.. Mahawatta
1071	Wellage Manivel Silva and others	.. Mandadigewatta
1086	Maggonagurunnanselage Lorensu Perera	.. Katukurundugahawatta
1091	Weerakondabaduge Carolis Perera and others	.. Gonsagewatta
1098	M. Themis Fernando	.. Hunganawatta
1099	M. Bastian Dias	.. Lindamulawatta
1116	M. Lorensu Perera and others	.. Kottambagahawatta
1132	K. C. Dalpathadu	.. Bogahawatta
1134	W. S. Mendis and others	.. Bamunugewatta
1135	M. Cornelis Fonseka	.. do.
1136	M. Lorensu Perera	.. Bamunugewatta <i>alias</i> Paulawatta
1137	J. P. Goonaratne	.. Godakadurugahawatta
1140	K. Allis Fernando	.. Palajjawatta
1144	G. David Silva	.. Algewatta
1162A	K. D. Mariya Fernando	.. Kottambagahawatta
1171	L. D. Soysa Samarasekara	.. Bogahawatta
1193	D. Carolis Fernando	.. Kottambagahawatta
1197	Do.	.. do.
1198	Juwan Fernando	.. do.
1200	K. M. Fernando	.. do.
1214	K. Appusingho Perera	.. Alliyagahawatta
1234	Heirs of W. A. Fernando	.. Kahatagahawatta
1246	Doochchi Fernando	.. Pokunewatta
1256	K. Asanaris Silva and others	.. Karandagahawatta
1265	Mendis Silva and others	.. Alabodawatta
1271½	M. Davith Perera	.. Kottambagahawatta
1290	B. M. J. Perera and others	.. Muttawatta <i>alias</i> Palliyawatta
1296	E. P. M. Fernando	.. Basnayakagewatta
1298	Do.	.. do.
1307	P. M. Seneviratna and others	.. Kospanawatta
1314	W. Juwanis Fonseka	.. do.
1320	W. Covis Fonseka	.. do.
1329½	B. J. P. Goonaratna	.. Peetandarapitiya
1330	Heirs of B. J. Perera	.. do.
1331	B. J. P. Goonaratna	.. do.
1339	B. C. P. Goonaratna, Doctor	.. Amarakonwatta
1342	S. P. Goonaratna and others	.. Halawatamaiyalagewatta
1372	B. Salman Perera and others	.. Appukkuttiyawatta
1388	K. Davith Fernando	.. Dikwatta
1390	Do.	.. Basnayakayawatta
1392	T. L. Seneviratne and others	.. do.
1394	B. H. Perera and others	.. Kalippawatta
1402	G. Appusingho and others	.. Mawatabodamahawatta
1424	B. D. Davith Silva	.. Siyambalagahawatta
1425½	N. Nomishamy Silva	.. Pelawatta
1426	S. D. Davith Appuhamy	.. Dikwatta
1428	S. Andris Fernando	.. Kandewatta
1440	H. Thomas Fernando	.. Kuruppuwawatta
1446	B. C. P. Gooneratna	.. Tikkambigewatta
1455	W. P. Fernando	.. Thuttripitiya
1466½	M. D. Hendrick Appu	.. Illangahawatta
1483A	S. D. Davith Appu	.. Kandapahala-owatta
1511	W. D. Andris Perera and others	.. Godataluwa

#### Commutation Tax, Local Board, Trincomalee.

NOTICE is hereby given to persons residing within the limits of the Local Board of Trincomalee, that the Board, acting under the provisions of section 35 of the Local Board Ordinances, 1898, 1901, and 1905, has resolved that on account of the year 1922 a tax, payable in six days' labour, be imposed upon all persons residing within the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of

Ordinance No. 10 of 1861, to the performance of labour for the maintenance of roads or other public means of communication by land or water.

Such labour may be commuted by a money payment of Rupees two (Rs. 2) on or before March 31, 1922.

Local Board Office, Trincomalee January 5, 1922. W. G. VALLIPURAM, for Chairman.

#### Assessment Tax, Local Board, Trincomalee.

IT is hereby notified that the Local Board of Health and Improvement of the town of Trincomalee, in terms of section 30 of the Local Boards Ordinances, 1898, 1901, and 1905, as amended by section 2 (2) of Ordinance No. 19 of 1905, has made and assessed for the year 1922 a rate of 5 per cent. on the annual value or all houses and buildings of any description and of all lands and tenements whatsoever within the limits of the Local Board of Trincomalee, subject to the provisions of the aforesaid section.

Local Board Office, Trincomalee, January 5, 1922. W. G. VALLIPURAM, for Chairman.

#### Vehicle and Animal Tax, Local Board, Trincomalee.

NOTICE is hereby given to all persons residing within the limits of the Local Board, Trincomalee, that the Board, acting under the provisions of section 35 of the Local Boards Ordinances, 1898, 1901, and 1905, has resolved that an annual tax be imposed for the year 1922 on all carriages, carts, hackeries, horses, ponies, mules, bullocks, asses, bicycles, and rickshaws kept or used within the town for which such Board is constituted and which are not (as respects carts, carriages, coaches, bicycles, and rickshaws) referred to in section 29 of the Ordinance No. 13 of 1898, at the rates specified in the schedule hereto annexed.

	Rs.	c.
Carriages, each	2	50
Carts and hackeries, each	1	0
Horses, ponies, and mules, each	2	50
Bullocks or asses, each	0	40
Bicycles, each	1	0
Rickshaws, each	0	50

Local Board Office, Trincomalee, January 5, 1922. W. G. VALLIPURAM, for Chairman.

#### Election of Unofficial Members, Local Board of Health and Improvement, Kurunegala.

PURSUANT to notice dated September 21, 1921, published in *Government Gazette* No. 7,214 of September 30, 1921, it is hereby notified that the following gentlemen have been elected Unofficial Members of the Local Board of Health and Improvement, Kurunegala, for the years 1922 and 1923, at the election held at the Kurunegala Kachcheri on December 22, 1921:—

1. Mr. Frédrick Nell Daniels.
2. Mr. Walter Arthur Cyril de Silva.
3. Mr. Pannooswamy Tambiraja.

Kurunegala Kachcheri, January, 4, 1922. F. G. TYRRELL, Government Agent.

#### LOCAL BOARD OF RATNAPURA.

##### Statement of Revenue and Expenditure for 1921.

Revenue.	Rs.	c.	Expenditure.	Rs.	c.
Taxes	15,944	78	Cost of administration	6,367	17
Licenses	6,258	90	Office contingencies	361	70
Fines	1,438	7	Cost of audit	161	48
Rents	3,162	75	Revenue charges	1,425	40
Miscellaneous	5,845	13	Education	240	0
Refund of Police tax—			Sanitation	10,403	5
Government grant for 1919 and 1920	6,389	34	Lighting	2,494	5
			Police charges	49	57
			Miscellaneous	884	88
			Public works—		
			Maintenance	7,329	34
			Extraordinary	4,581	97
Total current revenue	39,096	97			
Balance on December 31, 1920	6,428	94	Balance on December 31, 1921	11,227	80
	45,525	91		45,525	91

## Deposit Account for 1921.

Deposits	Rs. c.	Payments	Rs. c.
Balance, 1920	1,332 33	Balance, 1921	1,489 33
	740 0		583 0
	<u>2,072 33</u>		<u>2,072 33</u>

## Advances and Investments, 1921.

Payments	Rs. c.	Refunds	Rs. c.
	968 75		968 75

## Statement of Assets and Liabilities on December 31, 1921.

<i>Liabilities.</i>	Rs. c.	<i>Assets.</i>	Rs. c.
Deposits	583 0	Cash in Kachcheri	11,810 30
Balance surplus cash	11,227 30		
	<u>11,810 30</u>		<u>11,810 30</u>

Local Board Office,  
Ratnapura, January 4, 1922.

H. W. CODRINGTON,  
Chairman.

## Commutation Tax in Sanitary Board Towns of Kegalla District.

NOTICE is hereby given to persons residing within the Sanitary Board towns of Rambukkana, Yatiyantota, and Dehiowita in Kegalla District, that the Board, acting under the provisions of section 32 of Ordinance No. 18 of 1892, has resolved that on account of the year 1922, a tax, payable in six days' labour, be imposed upon all the persons residing within the limits of the said towns who, if this section had not been passed, would have been liable under "The Road Ordinance, 1861," to the performance of labour for the maintenance of roads or other public means of communication by land or by water.

2. Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1922.

Kegalla Kachcheri,  
January 4, 1922.

G. S. WODEMAN,  
Chairman.

## Assessment Tax in Sanitary Board Towns of Kegalla District.

IT is hereby notified that the Sanitary Board of the Kegalla District, in terms of section 7 of "The Small Towns Sanitary Ordinance, 1892," as amended by section 2 (3) of Ordinance No. 13 of 1905, made and assessed a rate of 4 per cent. per annum for the year 1922 on the annual value of all houses and buildings of every description and all lands and tenements whatsoever within the towns of Dehiowita and Rambukkana, in the Kegalla District, save such as are by the said section of the said Ordinance exempted from payment of such rate.

Kegalla Kachcheri,  
January 4, 1922.

G. S. WODEMAN,  
Chairman.

## Assessment Tax in Sanitary Board Town of Yatiyantota, in Kegalla District.

IT is hereby notified that the Sanitary Board of the Kegalla District has, in terms of section 7 of "The Small Towns Sanitary Ordinance, 1892," as amended by section 2(3) of Ordinance No. 13 of 1905, made and assessed a rate of 5 per cent. per annum for the year 1922 on the annual value of all houses and buildings of every description and all lands and tenements whatsoever within the town of Yatiyantota, in Kegalla District, save such as are by the said section of the said Ordinance exempted from payment of such rate.

Kegalla Kachcheri,  
January 4, 1922.

G. S. WODEMAN,  
Chairman.

## TRADE MARKS NOTICES.

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

## Trade Marks registered during the Month of December, 1921.

Applica- tion No.	Gazette No.	Date of Gazette.	Proprietors.	Class.	Registra- tion No.
1,941	7,209	September 9, 1921	"Maison Prunier" Societe Anonyme, also known as Jas. Prunier & Co.	43	2,581
2,470	7,214	September 30, 1921	Kelvin, Bottomley & Baird, Ltd.	8	2,470
2,483	7,214	September 30, 1921	Rowntree & Co., Ltd.	42	2,483
2,484	7,214	September 30, 1921	Nathan Pendlebury Frith Sandiford and Hubert Cecil Sandiford	44	2,484
2,486	7,214	September 30, 1921	J. Lyons & Co., Ltd.	43	2,486
2,511	7,216	October 7, 1921	Thana Kana Cader Ibrahim	42	2,511
2,550	7,216	October 7, 1921	International Trade Developer Inc.	39	2,550
2,469	7,217	October 14, 1921	The West Surrey Central Dairy Co., Ltd.	42	2,469
2,535	7,217	October 14, 1921	Gordon Frazer & Co., Ltd.	42	2,535
2,541	7,217	October 14, 1921	H. W. Cave & Co.	39	2,541
2,542	7,217	October 14, 1921	Pius Miranda & Lazar Sabas Miranda, carrying on business as R. Miranda & Sons	47	2,542
2,027	7,217	October 14, 1921	Fruitatives, Ltd.	3	2,582
2,534	7,219	October 21, 1921	I. L. M. Noordeen Hadjar	17	2,534
2,551	7,219	October 21, 1921	Don George Iddamal goda & Son	47	2,551

## Subsequent Proprietors registered during the Month of December, 1921.

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

1,213	6,889	July 27, 1917	Australian Dairies, Ltd., 591-599, Little Collins street, Melbourne, Victoria, Australia— <i>The Bacchus Marsh Concentrated Milk Co., Ltd.</i>	42	1,788
1,213	6,889	July 27, 1917	The Bacchus Marsh Concentrated Milk Co., Proprietary, Ltd., 591-599, Little Collins street, Melbourne, Victoria, Australia— <i>Australian Dairies, Ltd.</i>	42	1,788



Applica- tion No.	Gazette No.	Date of Gazette.	Proprietors.	Class.	Registra- tion No.
1,212	6,960	August 9, 1918	Australian Dairies, Ltd., 591-599, Little Collins street, Melbourne, Victoria, Australia— <i>The Bacchus Marsh Concentrated Milk Co., Ltd.</i>	42	1,924
1,212	6,960	August 9, 1918	The Bacchus Marsh Concentrated Milk Co., Proprietary, Ltd., 591-599, Little Collins street, Melbourne, Victoria, Australia— <i>Australian Dairies, Ltd.</i>	42	1,924

## Trade Mark cancelled at the request of the Proprietor.

1,471	7,009	May 2, 1919	Noorbhoy Mamujee	47	2,003
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## Trade Marks renewed during the Month of December, 1921.

159	6,220	December 13, 1907	The Kandy Natural Spring Aerated Water Co.	44	866
161	6,222	December 28, 1907	Geo. H. Macy & Co.	42	867
161	6,222	December 28, 1907	Do.	42	871
161	6,222	December 28, 1907	Do.	42	873
161	6,222	December 28, 1907	Do.	42	880
160	6,223	January 3, 1908	Do.	42	882
160	6,223	January 3, 1908	Do.	42	885
160	6,223	January 3, 1908	Do.	42	886
160	6,223	January 3, 1908	Do.	42	888
160	6,223	January 3, 1908	Do.	42	894
160	6,223	January 3, 1908	Do.	42	896
198	6,227	January 21, 1908	The Birmingham Small Arms Company, Ltd.	22, 19, & 6	898

## Trade Marks to be removed from the Register through Non-payment of Renewal Fees.

161	6,222	December 28, 1907	Geo. H. Macy & Co.	42	868
161	6,222	December 28, 1907	Do.	42	869
161	6,222	December 28, 1907	Do.	42	870
161	6,222	December 28, 1907	Do.	42	872
161	6,222	December 28, 1907	Do.	42	874
161	6,222	December 28, 1907	Do.	42	875
161	6,222	December 28, 1907	Do.	42	876
161	6,222	December 28, 1907	Do.	42	877
161	6,222	December 28, 1907	Do.	42	878
161	6,222	December 28, 1907	Do.	42	879
161	6,222	December 28, 1907	Do.	42	881
160	6,223	January 3, 1908	Do.	42	883
160	6,223	January 3, 1908	Do.	42	884
160	6,223	January 3, 1908	Do.	42	887
160	6,223	January 3, 1908	Do.	42	889
160	6,223	January 3, 1908	Do.	42	890
160	6,223	January 3, 1908	Do.	42	891
160	6,223	January 3, 1908	Do.	42	892
160	6,223	January 3, 1908	Do.	42	893
160	6,223	January 3, 1908	Do.	42	895

## Trade Marks removed from the Register during the Month of December, 1921, through Non-payment of Renewal Fees.

128	6,206	September 13, 1907	Postum Cereal Co., Inc.	42	848
136	6,211	October 18, 1907	W. C. Harrison & Co.	42	854

## Renewals Suspended (in consequence of the War) during the Month of December, 1921.

163	6,251	July 17, 1908	The Firm Trading as Friedrich Fustell, N. F. L.	3	955
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Registrar-General's Office,  
Colombo, January 11, 1922.

G. F. FORREST,  
Acting Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Application No. 2,553.
- (2) Date of Receipt: October 13, 1921.
- (3) Applicant (Proprietor of the Trade Mark): PARSONS BROTHERS AND COMPANY PROPRIETARY, LIMITED (a Company incorporated under the laws of the State of Victoria, Commonwealth of Australia), Nos. 581 to 587, Collins street, Melbourne, Victoria, Australia, Merchants.
- (4) Address for service in the Island: Julius & Creasy, Bristol Buildings, York street, Fort, Colombo.
- (5) Class: Forty-two.
- (6) Goods: Cereal Foods.

(7) Mark:



The words "Compressed rolled oats" which appear in the mark may in use be varied by the substitution therefor of words indicative of other articles comprised in the specification of goods (cereal foods):—

Registrar-General's Office,  
Colombo, January 11, 1922.

G. F. FORREST,  
Acting Registrar-General.

## SALES OF TOLL AND OTHER RENTS.

### Re-sale of Toll Rents, Puttalam and Chilaw Districts.

NOTICE is hereby given that the under-mentioned Toll Rents in Puttalam and Chilaw Districts of the North-Western Province will be put up for re-sale by public auction at 2 P.M. on January 26, 1922, at the Puttalam Kachcheri, at the risk of the original purchasers, should they have failed, on or before January 25, 1922, to deposit the third instalment and the interest due.

The rents shall be sold for a period of 8 months from February 1, 1922, to September 30, 1922.

The purchaser at the re-sale will be required to deposit one-tenth of the purchase amount on the day of sale and to furnish the necessary security.

Further particulars can be obtained from me on application.

- (1) Munutupirivu canal toll rent.
- (2) Palavi canal toll rent.
- (3) Puttalam-Etelai ferry rent.

S. M. P. VANDERKOEN,  
for Assistant Government Agent.  
Puttalam, January 10, 1922.