

# Part I.—General.

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NEW LAW REPORTS.—Part IX. of Vol. XXIV. was issued on the 1st instant.

## PROCLAMATIONS BY THE GOVERNOR

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

## PROCLAMATION.

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

#### W. H. MANNING.

W HEREAS by section 28 of "The Courts Ordinance, 1889," it is amongst other things enacted that Crimina Sessions of the Supreme Court shall be holden by one of the Judges thereof, or by a Commissioner of Assize duly appointed under the provisions of the said-Ordinance, for each of the Circuits into which the Island is divided, for the hearing, trying, and determining all prosecutions which shall be commenced against any person for or in respect of any crime or offence or alleged crime or offence—

For the Western Circuit, four times at least at Colombo, and such other places in such Circuit as the Governor, after previous consultation with the Judges, shall appoint; such Sessions commencing at Colombo en January 10, March 20, July 10, and October 10 in each year.

And whereas it appears to Us expedient to order that a Criminal Sessions of the Supreme Court should be holden on the day hereinafter mentioned at Chilaw, a place within the said Western Circuit:

Now, therefore, know Ye that We, the said Governor, for sufficient reasons to Us appearing, and after previous consultation with the Judges of the Supreme Court, do order and appoint that a Criminal Sessions of the Supreme Court shall be holden at Chilaw, in the said Western Circuit, on or about Monday, September 10, 1923.

Given at Colombo, in the said Island of Ceylon, this First day of August, in the year of our Lord One thousand Nine hundred and Twenty-three.

By His Excellency's command,

CECIL CLEMENT, Colonial Secretary.

GOD SAVE THE KING.

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

#### PROCLAMATION.

By His Excellency Sir WILLIAM HENRY MANNING, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Excellent Order of the British Empire,

Companion of the Most Honourable Order of the Bath, Governor and Commander-in-Chief
in and over the Island of Ceylon, with the Dependencies thereof.

#### W. H. MANNING.

WHEREAS by section 34 (1) of "The Ceylon Railways Ordinance, 1902," it is enacted that it shall be lawful for the Governor from time to time to declare by Proclamation any road or path which the railway may cross to be a "minor crossing," and whether such minor crossing shall be closed by gates or not:

And whereas it is expedient to declare certain portions of the roads and paths which the railway crosses to be "minor crossings" for the purposes of the said Ordinance:

Now know Ye that We, the said Governor, do hereby declare that the portions of each of the roads and paths which the Ceylon Government Railway crosses between the stations of Nattandiya and Chilaw, in the North-Western Province, which are set out in the schedule hereto, shall from and after August 3, 1923, be "minor crossings" for the purposes of the said Ordinance, and that such minor crossings be not closed by gates.

Given at Colom o, in the said Island of Ceylon, this Second day of August, in the year of our Lord One thousand Nine hundred and Twenty-three.

By His Excellency's command,

#### GOD SAVE THE KING.

Cecil Clementi, Colonial Secretary

				SCHEDULE.	•
Mi	leage	<b>).</b>			
м.		T.		Description.	Class.
38	52	43		Negombo-Chilaw minor road to Gandolgoda estate	3
38	75	<b>54</b>		Negombo-Chilaw minor road to Walahapitiya estate	3
39	75	83		Negombo-Chilaw minor road to Thalawalahapitiya village	3
41	65	23		Negombo-Chilaw minor road to Kolimaduwa village	3
42	46	98	• •	Pikkulama village road Negombo-Chilaw main road to	, 7
	10,	00	• •	Magunuwatawana village	3
43	14	54		Mellawa-agare village road-Pikkulama-Madampe village	Ĭ.
40.		Ų. <u> </u>	• •	road to Magunuwatawana and Henepola villages	3
43	27	93		Magunuwatawana-Madampe village road to Malwagara	
40	37	00	, ,	estate	3
44	21	74		Kurunegala-Chilaw main road to Uraliya-agare estate	3
44	33	0	• •	Kurunegala-Chilaw main road to Karukkuwa estate	3
44	47	67	• • •	Irattakulama village road Kurunegala-Chilaw main road	J
44	41	07	• •	to quarry	3
44	61	78	1	Negombo-Chilaw main road to Karukkuwa estate	3
44	78	43	• •	Do.	3
			• •	Karakkuwa village road-Negombo-Chilaw main road to	3
45	8	64	• •		9
4 5		π'n		Madampe-Medagama main road	3
45	14	79	• •	Negombo-Chilaw main road to Pambala estate	3
45	26		• •	Do	3
45	40	24	• •	Do	3
45	55	47	• •	Negombo-Chilaw main road to Pambala Mahawatta estate	3
46	18	21		Pambala village road-Negombo-Chilaw main road to	_
				Sembukattiya village	3
47	51	32	• •	Kakkapalliya village road-Negombo-Chilaw main road to	
				Maradankulama village	3
48	15	45		Olidaluwa village road Negombo-Chilaw main road to	
				Pirapankuliya village	3
48	53	66	. •, •	Inigodawela village Negombo-Chilaw main road to Inigoda	
	•.	•		wela village	3
48	7.1	<b>50</b>		Sawarana village road-Negombo-Chilaw main road to	
				Kanuketiya village	3.
49	1	12		Kandiruppuwa village road-Negombo-Chilaw main road to	
				Merawela village	<b>₋3</b>
49	69	73		Jaya estate to Negombo-Chilaw main road	3
50	28	64		St. James' road within the Urban District Council of	•
	٠٠,٠	× 23		Chilaw	2
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\* In the Name of His Majesty GEORGE THE FIFTH, of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, King, Defender of the Faith.

#### PROCLAMATION.

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

#### W. H. MANNING.

NOW Ye that We, the Governor, in exercise of the powers vested in Us by section 6 of "The Masters Attendant's Ordinance, No. 6 of 1865," and with the advice and consent of the Executive Council, do hereby frame and

establish, as from and after the Third day of September, 1923, the rules set out in the schedule hereto in substitution for the rules in section VIII. of the rules made under the said Ordinance and dated June 15, 1900.

Given at Colombo, in the said Island of Ceylon, this Third day of August, in the year of our Lord One thousand Nine hundred and Twenty-three.

By His Excellency's command,

CECIL CLEMENTI, Colonial Secretary.

#### GOD SAVE THE KING.

#### SCHEDILE

#### Section VIII.

Maintenance of Good Order in the Colombo Passenger Jetty.

Trading by hawkers, touting for motor car hires, and loitering on the Passenger Jetty are prohibited.

Spitting or committing a nuisance upon or otherwise dirtying the Jetty is

forbidden.

3. It shall be lawful for any Customs or Police Officer to call upon any person on the Jetty to state his reasons for entering or remaining on the Jetty, and unless such person can give a satisfactory reason, such officer may order such person to leave the Jetty forthwith.

person to leave the Jetty torthwith.

4. Any person who upon being ordered by a Customs or Police Officer to leave the Jetty, as provided in rule 3, fails immediately to comply with the order shall be guilty of an offence and shall be liable to prosecution.

5. It shall be lawful for the Principal Collector of Customs, after written notice

to any person to prohibit such person from entering the Jetty without a special permit, and any person so prohibited who enters the Jetty without such special permit shall be guilty of an offence and shall be liable to prosecution.

#### appointments. &c., BY THE

No. 299 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to sanction the promotion of Messrs. C. J. PIGGFORD and G. MANWARING, Assistant Superintendents of Police, to be Superintendents of Police in Grade II. as from October 1, 1922, and April 10, 1923, respectively.

#### By His Excellency's command.

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

#### No. 300 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to make the following appointments in the Government Printing Office, with effect from April 1, 1923 :

Mr. A. C. RICHARDS to be First Assistant Government Printer.

Mr. E. SELLAYAH to be Second Assistant Government Printer.

HIS EXCELLENCY THE GOVERNOR has also been pleased to appoint Mr. B. G. GUINAN to be Third Assistant Government Printer, with effect from April 1, 1923.

## By His Excellency's command,

Colonial Secretary's Office, Colombo, August 3, 1923.

CECIL CLEMENTI. Colonial Secretary

#### No. 301 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 11 (3) of Ordinance No. 11 of 1920, to appoint Mr. L. W. C. SCHRADER, Government Agent, Northern Province, to be an ex officio member of the Jaffna Urban District Council, in place of Mr. B. Constantine.

By His Excellency's command,

Colonial Secretary's Office, Colombo, August 2, 1923. CECIL CLEMENTI. Colonial Secretary.

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#### No. 302 of 1923.

IIS EXCELLENOY THE GOVERNOR has been pleased, under the provisions of section 11 (3) of Ordinance No. 11 of 1920, to appoint Mr. H. A. BURDEN, Assistant Government Agent, Kalutara, to be an ex officio member of the Kalutara and Panadure Urban District Councils, in place of Mr. E. T. MILLINGTON, for the remaining period of the year 1923, from July 21.

#### By His Excellency's command,

Colonial Secretary's Office, , Colombo, August 3, 1923.

CECIL CLEMENTI. Colonial Secretary.

#### No. 303 of 1923.

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

Mr. F. N., DANIELS to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. A. BEVEN, from August 6 to 11, 1923, inclusive, or until the resumption of duties by that officer.

Mr. WALDO SANSONI to act as Police Magistrate, Additional District Judge, and Additional Municipal Magistrate, Colombo, during the absence of Mr. W. J. ROGERSON, on August 13 and 14, 1923, or until the resumption of duties by that officer.

Mr. G. E. MADAWELA to act as Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. A. E. CHRISTOFFELSZ, from August 3 to 7 and from August 9 to 12, 1923, inclusive, or until the resumption of duties by that officer.

Mr. F. N. Daniels to act as Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. A. E. CHRISTOFFELSZ, on August 8, 1923.

Mr. S. Subramaniam to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, during the absence of Mr. A. G. RANA-SINGHA, from August 2 to 5, 1923, inclusive, or until the resumption of duties by that officer.

Mr. A. V. van Langenberg to act as Additional Police Magistrate, Gampola, on August 2, 1923.

Mr. D. A. SAMARASEKARA, Inquirer, to act, in addition to his own duties, as Inquirer for the Agalawatta, Bellana, and Magura divisions of Kalutara District, for a period of two months from August 1, 1923, during the absence of Mr. D. T. RANASINGHA, on leave, or until further orders.

By His Excellency's command, Colonial Secretary's Office, CECIL CLEMENTI, Colombo, August 2, 1923. Colonial Secretary.

#### No. 304 of 1923,

ITH reference to Notification No. 286 appearing V in the Gazette of July 27, 1923, it is hereby notified that the appointment of Mr. S. C. Sansoni to act as District Judge, &c., Negombo, is from August 4 to 10, 1923, and not from July 30 to August 10, 1923, as stated therein.

By His Excellency's command, Colonial Secretary's Office, Colombo, August 1, 1923.

CECIL CLEMENTI, Colonial Secretary.

#### No. 305 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion in the Ceylon Cadet Battalion to fill an existing vacancy:—

To be Honorary Lieutenant.

Honorary Second Lieutenant Allan Felix de Saa BANDARANAYAKE

By His Excellency's command, Colonial Secretary's Office, Colombo, July 24, 1923.

CECIL CLEMENTI, Colonial Secretary.

#### No. 306 of 1923.

T is notified for information that HIS EXCELLENCY THE GOVERNOR has been pleased to accept Captain HAROLD THOMAS CREASY'S resignation of his Commission in the Ceylon Engineer Reserve. By His Excellency's command,

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

CECIL CLEMENTI, Colonial Secretary.

#### No. 307 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. T. W. Hockley as Honorary Consul of Portugal at Colombo.

By His Excellency's command, Colonial Secretary's Office, Colombo, July 31, 1923.

CECIL CLEMENTI. Colorial Secretary. No. 308 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. B. DUNUWILA to be an Inquirer for the Chief Headman's division of Harispattu, Kandy District.

By His Excellency's command,

Colonial Secretary's Office, Colombo, July 28, 1923.

CECIL CLEMENTI, Colonial Secretary.

#### No. 309 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. Alfred Sudrikku Jayawick-RAMA, at present practising as a Notary Public throughout the judicial division of Balapitiya, to be a Notary Public at Galle and throughout the judicial division of Galle, and to practise as such in the English language.

By His Excellency's command,

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

CECIL CLEMENTI, Colonial Secretary.

#### No. 310 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. Cr. to appoint Mr. CHANMUGAM SUBRAMANIAM, of Jaffna, to be a Notary Public at Jaffna and throughout the judicial division of Jaffna, and to practise as such in the English language.

By His Excellency's command,

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

CECIL CLEMENTI, Colonial Secretary.

#### No. 311 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. SARAVANAMUTTU APPADURAI, at present practising as a Notary Public throughout the judicial division of Colombo, to be a Notary Public at Point Pedro and throughout the judicial division of Point Pedro, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, Colombo, July 24, 1923.

CECIL CLEMENTI, Colonial Secretary.

#### No. 312 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HERAT BANDA FRANCIS Wanduragala Walawwa, Kurunegala, to be a Notary Public at Kurunegala and throughout the judicial division of Kurunegala, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, Colombo, July 24, 1923.

CECIL CLEMENTI, Colonial Secretary.

#### OF REGISTRARS. APPOINTMENTS.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Supprumaniam Sithamparapillai as Deputy Medical Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, with effect from July 26, 1923, vice Registrar, S. S. Vadivale, transferred. His office will be at the Civil Hospital, Kalmunai.

By His Excellency's command,

Colonial Secretary's Office, Colombo, July 26, 1923.

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

JOHANNES PETER SILVA to act as Registrar of Lands, Ratnapura, for sixteen days from August 1, 1923, during the absence of the Registrar, E. S. JAYAWARDANA, on leave.

Registrar-General's Office, Colombo, July 26, 1923.

E. T. MILLINGTON, Registrar-General.

T is hereby notified that I have appointed KARTHIKESU SANKARAPPILLAI (provisionally), as Registrar of Births and Deaths of Trincomalee town outside Local Board limits

division, and of Marriages (General) of Trincomalee town and gravets division, in the Trincomalee District of the Eastern Province, with effect from August 3, 1923, vice A Subramaniam, deceased. His office will be at Sankarappillaivalavu in Sempadu.

Registrar-General's Office, Colombo, July 31, 1923. E. T. MILLINGTON, Registrar-General.

THE following appointments, under section 3 of Ordinance No. 23 of 1930 and section 7 of Ordinance No. 19 of 1907, are hereby notified:

The Additional Assistant Provincial Registrar, Colombo, has appointed Don Samuel Wijesundera to act as Registrar of Births and Deaths of Kosgama division, and of Marriages (General) of Udugaha pattu of Hewagam korale division, in the Colombo District of the Western Province, for seven days from July 19, 1923, during the absence of the Registrar, Don Harmanis Wijesundara, on leave. His office will be at Rukgahawatta in Kosgama. Station at Tanayamwatta in Avissawella.

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. H. Ferdinando to act as Registrar of Births and Deaths of Colombo Municipality No. 2A division, in the Colombo District of the Western Province, for five days from July 27, 1923, during the absence of the Registrar, Dr. A. S. P. FERNANDO, on leave.

His office will be at 4/24, Rifle street, Slave Island.

The Additional Assistant Provincial Registrar, Colombo, has appointed Don Carthells Wanigasunders to act as Registrar of Births and Deaths of Megodapotha division, and of Marriages (General) of Udugaha pattu of Siyane korale east division, in the Colombo District of the Western Province, for thirty days from July 27, 1923, during the absence of the Registrar, Kasturiachchi Jayawardana Don Hendrick Jayawardana, deceased. His office will be at Godaporagahawatta in Deenapamunuwa.

The Additional Assistant Provincial Registrar, Colombo, has appointed Nahallage Wijesena Gunaratne Abevewardene to act as Registrar of Births and Deaths of Kesbewa division, and of Marriages (General) of Palle pattuwa of Salpiti korale division, in the Colombo District of the Western Province, for two days from August 3, 1923, during the absence of the Registrar, Don John Isaac Gunaratne Abayawardene, on leave. His office will be at Delgahawatta in Kondurawa, and station at Delgaha-

watta in Wewala.

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. D. P. KITULGODA to act as Registrar of Births and Deaths of Colombo Municipality No. 2 B division, in the Colombo District of the Western Province, for three days from August 5, 1923, during the absence of the Registrar, Dr. (Miss) V. F. WIRASEKARA, on leave. His office will be at 65, Galle road, Bambalanitiva.

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. C. H. O. SENANAVAKE to act as Registrar of Births and Deaths of Colombo Municipality No. 2 B Division, in the Colombo District of the Western Province, for four days from August 8, 1923, during the absence of the Registrar, Dr. (Miss) V. F. WIRASEKARA, on leave. His office will be at 65, Galle road, Bambalapitiya.

The Additional Assistant Provincial Registrar, Kalutara, has appointed Beminehennedice Wilmot Richard Fernando to act as Deputy Medical Registrar of Births and Deaths of Kalutara town division, in the Kalutara District of the Western Province, for two weeks from July 28, 1923, vice T. A. Don Peter, transferred. His office will be at Civil Hospital, Kalutara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed John David Abeyawira to act as Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on July 30, 1923, during the absence of the Registrar, A. A. Hapugoda on other duty. His office will be at the Kalutara Kachcheri.

The Assistant Provincial Registrar, Kandy, has appointed Watapola Kandure Bandaralaye Doranegama Hin Banda Seneviratna to act as Registrar of Births and Deaths and of Marriages (General) of Harispattu No. 1 division, in the Kandy District of the Central Province, for five days from July 30, 1923, during the absence of the Registrar, T. B. Seneviratna, on leave. His office will be at Alutwalawwa in Doranegama.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed Delgoda Loru Banda Angammana to act as Registrar of Births and Deaths and of Marriages (General) of Gravets division (excluding the portion in Nuwara Eliya town division), in the Nuwara Eliya District of the Central Province, for six days from July 26, 1923, during the absence of the Registrar, H. B. Pethinagoda, on leave. His office will be at the permanent Registrar's office.

The Assistant Provincial Registrar, Galle, has appointed ELGIN WEERASURIYA to act as Registrar of Births and Deaths of Kataluwa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for two days from July 24, 1923, during the absence of the Registrar, WILLIAM WARNASURIYA, on leave. His office will be at Nala-arambewatta in Kataluwa.

The Assistant Provincial Registrar, Galle, has appointed ALBERT MENDIS WICKRAMASINGHA to act as Registrar of Births and Deaths of Welitara division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for July 26, 1923, during the absence of the Registrar, C. DE Z. ABESIRIWARDENE, on other duty. His office will be at Mawatabodawatta in Welitara.

The Additional Assistant Provincial Registrar, Galle, has appointed Andrayas Edward Wickramasuri Seneviratna to act as Registrar of Births and Deaths of Baddegama division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on August 1, 1923, during the absence of the Registrar, W. W. Seneviratna, on leave. His office will be at Mudiyansegewatta in Baddegama.

The Additional Assistant Provincial Registrar, Galle, has appointed Tegis Mendis Rajakaruna to act as Registrar of Births and Deaths of Bussa division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on August 1, 1923, during the absence of the Registrar, S. M. Wijsekerera Seneviratna, on leave. His office will be at Mulgodarawatta in Ratgama.

The Assistant Provincial Registrar, Galle, has appointed Don Bastian de Silva Abayanayaka to act as Registrar of Births and Deaths of Elpitiya division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for August 1, 1923, during the absence of the Registrar, D. A. DE S. ABEYNAYAKA, on leave. His office will be at Bataduwewatta in Elpitya.

The Additional Assistant Provincial Registrar, Galle, has appointed Hefflachchi Baptist Wickramarata to act as Registrar of Marriages (General) of Wellaboda pattu division (in addition to his own duties as Registrar of Births and Deaths of Hikkaduwa division), in the Galle District of the Southern Province, on August 2, 1923, during the absence of the Registrar, D. D. S. Amarasekera, on leave. His offices will be at Wella-addaramahawatta and Hettiachchi-diwelwatta in Hikkaduwa.

The Additional Assistant Provincial Registrar, Matara, has appointed JAYASUNDARA-ARACHCHIGE Don ANDRAYAS to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, on July 31, 1923, during the absence of the Registrar, D. S. S. SENARAT, on leave. His office will be at Gorakawatta in Kebaliyapola.

The Additional Assistant Provincial Registrar, Hambantota, has appointed Don Luwis Atapattu to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from July 23, 1923, during the absence of the Registrar, D. C. DISSANAYAKA, on leave. His office will be at the

permanent Registrar's office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed Don Hendrick Amarasincha to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for six days from July 23, 1923, during the absence of the Registrar, A. D. S. WICKRAMANAYAKA, on leave. His office will be at the permanent Registrar's Office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ABEYWICKRAMA WIJESUNDERA MOHOTTI APPUHAMI to act as Registrar of Births and Deaths of

Mr. S. Subramaniam to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, during the absence of Mr. A. G. Ranasingha, from August 2 to 5, 1923, inclusive, or until the resumption of duties by that officer.

Mr. A. V. VAN LANGENBERG to act as Additional Police Magistrate, Gampola, on August 2, 1923.

Mr. D. A. SAMARASEKARA, Inquirer, to act, in addition to his own duties, as Inquirer for the Agalawatta, Bellana, and Magura divisions of Kalutara District, for a period of two months from August 1, 1923, during the absence of Mr. D. T. RANASINGHA, on leave, or until further orders.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, August 2, 1923. Colonial Secretary.

#### No. 304 of 1923,

WITH reference to Notification No. 286 appearing in the Gazette of July 27, 1923, it is hereby notified that the appointment of Mr. S. C. Sansoni to act as District Judge, &c., Negombo, is from August 4 to 10, 1923, and not from July 30 to August 10, 1923, as stated therein.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, August 1, 1923. Colonial Secretary.

#### No. 305 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion in the Ceylon Cadet Battalion to fill an existing vacancy:—

To be Honorary Lieutenant.

Honorary Second Lieutenant Allan Felix de Saa Bandaranayake.

By His Excellency's command,
Colonial Secretary's Office,
Colombo, July 24, 1923.
Colonial Secretary.

## No. 306 of 1923.

T is notified for information that HIS EXCELLENCY THE GOVERNOR has been pleased to accept Captain HAROLD THOMAS CREASY'S resignation of his Commission in the Ceylon Engineer Reserve.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, July 31, 1923. Colonial Secretary.

# No. 307 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. T. W. Hockley as Honorary Consul of Portugal at Colombo.

By His Excell ney's command,
Colonial Secretary's Office,
Colombe, July 31, 1923.

Colonial Secretary.

No. 308 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. B. Dunuwila to be an Inquirer for the Chief Headman's division of Harispattu, Kandy District.

By His Excellency's command,

Colonial Secretary's Office, Colombo, July 28, 1923. CECIL CLEMENTI, Colonial Secretary.

#### No. 309 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. ALFRED SUDRIKKU JAYAWICK-RAMA, at present practising as a Notary Public throughout the judicial division of Balapitiya, to be a Notary Public at Galle and throughout the judicial division of Galle, and to practise as such in the English language.

By His Excellency's command,

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

#### No. 310 of 1923.

II IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. CHANMUGAM SUBRAMANIAM, of Jaffna, to be a Notary Public at Jaffna and throughout the judicial division of Jaffna, and to practise as such in the English language.

By His Excellency's command,

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

#### No. 311 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. SARAVANAMUTTU APPADURAI, at present practising as a Notary Public throughout the judicial division of Colombo, to be a Notary Public at Point Pedro and throughout the judicial division of Point Pedro, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, Colombo, July 24, 1923. CECIL CLEMENTI, Colonial Secretary.

#### No. 312 of 1923.

IS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HERAT BANDA FRANCIS WANDURAGALA of Wanduragala Walawwa, Kurunegala, to be a Notary Public at Kurunegala and throughout the judicial division of Kurunegala, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, Colombo, July 24, 1923. CECIL CLEMENTI, Colonial Secretary.

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

IS EXCELLENCY THE GOVERNOR has been pleased to appoint SUPPRUMANIAM SITHAMPARAPILLAI as Deputy Medical Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, with effect from July 26, 1923, vice Registrar, S. S. VADIVALE, transferred. His office will be at the Civil Hospital, Kalmunai.

By His Excellency's command,

Colonial Secretary's Office, Colombo, July 26, 1923. CECIL CLEMENTI, Colonial Secretary. THE following appointment made under section 2 of Ordinance No. 22 of 1921 is hereby notified:—

JOHANNES PETER SILVA to act as Registrar of Lands, Ratnapura, for sixteen days from August 1, 1923, during the absence of the Registrar, E. S. JAYAWARDANA, on leave.

Registrar-General's Office, Colombo, July 26, 1923.

E. T. MILLINGTON, Registrar General.

I T is hereby notified that I have appointed Karthikesu Sankarappillal (provisionally), as Registrar of Births and Deaths of Trincomalee town outside Local Board limits

division, and of Marriages (General) of Trincomalee town and gravets division, in the Trincomalee District of the Eastern Province, with effect from August 3, 1923, vice A. Subramaniam, deceased. His office will be at Sankarappillaivalavu in Sempadu.

Registrar-General's Office, Colombo, July 31, 1923. E. T. MILLINGTON, 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 Don Samuel Wijesundera to act as Registrar of Births and Deaths of Kosgama division, and of Marriages (General) of Udugaha pattu of Hewagam korale division, in the Colombo District of the Western Province, for seven days from July 19, 1923, during the absence of the Registrar, Don Harmanis Wijesundara, on leave. His office will be at Rukgahawatta in Kosgama. Station at Tanayamwatta in Avissawella.

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. H. Ferdinando to act as Registrar of Births and Deaths of Colombo Municipality No. 2A division, in the Colombo District of the Western Province, for five days from July 27, 1923, during the absence of the Registrar, Dr. A. S. P. Fernando, on leave.

His office will be at 4/24, Rifle street, Slave Island.

The Additional Assistant Provincial Registrar, Colombo, has appointed Don Carthells Wanigasunders to act as Registrar of Births and Deaths of Megodapotha division, and of Marriages (General) of Udugaha pattu of Siyane korale east division, in the Colombo District of the Western Province, for thirty days from July 27, 1923, during the absence of the Registrar, Kasturiachchi Jayawardana Don Hendrick Jayawardana, deceased. His office will be at Godaporagahawatta in Deenapamunuwa.

The Additional Assistant Provincial Registrar, Colombo, has appointed Nahallage Wijesena Gunaratne Abeyewardene to act as Registrar of Births and Deaths of Kesbewa division, and of Marriages (General) of Palle pattuwa of Salpiti korale division, in the Colombo District of the Western Province, for two days from August 3, 1923, during the absence of the Registrar, Don John Isaac Gunaratne Abayawardene, on leave. His office will be at Delgahawatta in Kondurawa, and station at Delgaha-

watta in Wewala.

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. D. P. KITULGODA to act as Registrar of Births and Deaths of Colombo Municipality No. 2 B division, in the Colombo District of the Western Province, for three days from August 5, 1923, during the absence of the Registrar, Dr. (Miss) V. F. WIRASEKARA, on leave. His office will be at 65, Galle road, Bambala-pitiva.

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. C. H. O. Senanayake to act as Registrar of Births and Deaths of Colombo Municipality No. 2 B Division, in the Colombo District of the Western Province, for four days from August 8, 1923, during the absence of the Registrar, Dr. (Miss) V. F. WIRASEKARA, on leave. His office will be at 65, Galle road, Bambalapitiya.

The Additional Assistant Provincial Registrar, Kalutara, has appointed Beminehennedge Wilmot Richard Fernando to act as Deputy Medical Registrar of Births and Deaths of Kalutara town division, in the Kalutara District of the Western Province, for two weeks from July 28, 1923, vice T. A. Don Peter, transferred. His office will be at Civil Hospital, Kalutara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed John David Abevawira to act as Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on July 30, 1923, during the absence of the Registrar, A. A. Hapugoda on other duty. His office will be at the Kalutara Kachcheri.

The Assistant Provincial Registrar, Kandy, has appointed WATAPOLA KANDURE BANDARALAYE DORANEGAMA HIN BANDA SENEVIRATNA to act as Registrar of Births and Deaths and of Marriages (General) of Harispattu No. I division, in the Kandy District of the Central Province, for five days from July 30, 1923, during the absence of the Registrar, T. B. SENEVIRATNA, on leave. His office will be at Alutwalawwa in Doranegama.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed Delgoda Loku Banda Angammana to act as Registrar of Births and Deaths and of Marriages (General) of Gravets division (excluding the portion in Nuwara Eliya town division), in the Nuwara Eliya District of the Central Province, for six days from July 26, 1923, during the absence of the Registrar, H. B. Pethiyacoda, on leave. His office will be at the permanent Registrar's office.

The Assistant Provincial Registrar, Galle, has appointed Elgin Weerasuriya to act as Registrar of Births and Deaths of Kataluwa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for two days from July 24, 1923, during the absence of the Registrar, William Warnasuriya, on leave. His office will be at Nala-arambewatta in Kataluwa.

The Assistant Provincial Registrar, Galle, has appointed Albert Mendis Wickramasingha to act as Registrar of Births and Deaths of Welitara division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for July 26, 1923, during the absence of the Registrar, C. DE Z. Abesiriwar. Dene, on other duty. His office will be at Mawataboda watta in Welitara.

The Additional Assistant Provincial Registrar, Galle, has appointed Andrayas Edward Wickramasuri Seneviratna to act as Registrar of Births and Deaths of Baddegama division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on August 1, 1923, during the absence of the Registrar, W. W. Seneviratna, on leave. His office will be at

Mudiyansegewatta in Baddegama.

The Additional Assistant Provincial Registrar, Galle, has appointed Tegis Mendis Rajakaruna to act as Registrar of Births and Deaths of Bussa division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on August 1, 1923, during the absence of the Registrar, S. M. Wijserera Senevirativa, on leave. His office will be at Mulgedarawatta in Ratgama.

The Assistant Provincial Registrar, Galle, has appointed. Don Bastian de Silva Abayanayaka to act as Registrar of Births and Deaths of Elpitiya division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for August 1, 1923, during the absence of the Registrar, D. A. de S. Abey Nayaka, on leave. His office will be at Bataduwewatta in Elpitya.

The Additional Assistant Provincial Registrar, Galle, has appointed Hertiachchi Baptist Wickeamaratna to act as Registrar of Marriages (General) of Wellaboda pattu division (in addition to his own duties as Registrar of Births and Deaths of Hikkaduwa division), in the Galle District of the Southern Province, on August 2, 1923, during the absence of the Registrar, D. D. S. Amarasekera, on leave. His offices will be at Wella addaramahawatta and Hettiachchidiwelwatta in Hikkaduwa

The Additional Assistant Provincial Registrar, Matara, has appointed JAYASUNDARA-ARACHCHIGE DOD ANDRAYAS to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, on July 31, 1923, during the absence of the Registrar, D. S. S. EENARAT, on leave. His office will be at Gorakawatta in Kebaliyapola.

The Additional Assistant Provincial Registrar, Hambantota, has appointed Don Luwis Atapattu to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from July 23, 1923, during the absence of the Registrar, D. C. Dissanavaka, on leave. His office will be at the permanent Registrar's office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed Don Hendrick Amarasingha to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for six days from July 23, 1923, during the absence of the Registrar, A. D. S. Wickramanayaka, on leave. His office will be at the permanent Registrar's Office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ABEYWICKRAMA WIJESUNDERA MOHOTTI APPUHAMI to act as Registrar of Births and Deaths of

Kanuketiya Lower division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from July 26, 1923, during the absence of the Registrar, M. D. A. S. ABEYSEKERA, on leave. His office will be at the permanent

Registrar's office.

The Assistant Provincial Registrar, Jaffna, has appointed Dr. ALFRED CHARLES EVARTS to act as Registrar cf Births and Deaths of Jaffna town locality No. 2 division, in the Jaffna District of the Northern Province, for two days from July 24, 1923, during the absence of the Registrar, Dr. G. S. MATHER, on leave. His office will be at Amayarvalavu in Chundikkuli.

The Assistant Provincial Registrar, Jaffna, has appointed AIYATHURAI PONNUSWAMY to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for four days from July 25, 1923, during the absence of the Registrar, V. M. MUTTUKKUMABU, on leave. His office will be at Hemakada in Nallur.

The Provincial Registrar, Northern Province, appointed Karthikesu Apputtural to act as Registrar of Marriages (General) of Valikamam East division, in the Jaffna District of the Northern Province, for eighteen days From July 28, 1923, during the absence of the Registrar, V. KANTATYA, on leave. His office will be at Pippilak-kaladdi in Koppay South.

The Assistant Provincial Registrar, Trincomalee, has

appointed Dr. STANLEY LEONARD CRAMER to act as Registrar of Births and Deaths of Trincomalee town within Local Board limits division, in the Trincomalee District of the Eastern Proviene, for six days from July 15, 1923, vice Registrar, Dr. E. S. BROHIER, transferred. His office will be at the Civil Hespital, Trincomalee.

The Assistant Provincial Registrar of Kurunegala District has appointed RATNAMALALA BANDARALAGE SUDDAHAMY to act as Registrar of Births and Deaths of Magul Otota korale division, and of Marriages (General) of Wanni hatpattu division, in the Kurunegala District of the North-Western Province, for six days from August 3, 1923, during the absence of the Registrar, T. M. A. SENEVIRATNE, on leave. His office will be at Tumbulla (permanent Registrar's office).

The Assistant Provincial Registrar, Puttalam, has appointed M. D. S. Peter to act as Medical Registrar of Births and Deaths of Kalpitiya town division, in the Puttalam District of the North-Western Province, for two weeks from July 18, 1923, during the absence of the Registrar, Dr. K. CATHIRAVELOE, on other duty. His office will be at the Government Outdoor Dispensary,

Kalpitiya.

The Assistant Provincial Registrar, Puttalam, has appointed J. C. DE SILVA WIKKRAMATILAKE to act as Registrar of Births and Deaths of Puttalam pattu north division, and of Marriages (General) of Puttalam pattu and gravets division, in the Puttalan District of the North-Western Province, for three days from July 26, 1923, during the absence of the Registrar, W. M. DE S. WIKKRAMATILAKE,

on leave. His office will be at Arachchivillu.

The Assistant Provincial Registrar, Puttalam, has appointed Nanayakkara Warnakula Patabendige PETER PERERA to act as Registrar of Births and Deaths of Akkarai pattu south, Southern division, and of Marriages (General) of Akkarai pattu south division, in the Putta am District of the North-Western Province, for five days from July 26, 1923, during the absence of the Registrar,

M. B. F. DHARMAGUNARATNE, on leave. His office will be at Panichchivillu.

Provincial Registrar, Puttalam, has The Assistant appointed A. H. M. BANDA KORALE to act as Registrar of Births and Deaths and of Marriages (General) of Perawili pattu division, in the Puttalam District of the North-Western Province, for one day on July 28, 1923, during the absence of the Registrar, A. HERATHAMY, on leave. His office will be at Kottukachchiya.

The Assistant Provincial Registrar, Puttalam, has appointed B. W. Sikurajapate to act as Deputy Medical Registrar of Births and Deaths of Puttalam town division, in the Puttalam District of the North-Western Province, for thirty days from July 31, 1923, vice Registrar, B. Arnolis, transferred. His office will be at the Civil Hospital, Puttalam.

The Additional Assistant Provincial Registrar, Puttalam and Chilaw Districts, has appointed ARTHUR CHARLES DISSANAYAKA to act as Registrar of Births and Deaths of Yatakalam pattu north division, and of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, for three days from July 23, 1923, during the absence of the Registrar, R. Peiris Sinno APPUHAMY, on leave. His office will be at the permanent Registrar's residence.

The Additional Assistant Provincial Registrar of Puttalam and Chilaw Districts has appointed GAMARALLAGE Ungurala to act as Registrar of Births and Deaths of Yagam pattu north division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for sixteen days from July 30, 1923, during the absence of the Registrar, S P GOONA-TILLEKA, on leave. His office will be at the permanent Registrar's residence.

The Additional Assistant Provincial Registrar, Puttalam and Chilaw Districts, has appointed WALIMUNI INDRIEL Mendis Abeysekara to act as Registrar of Births and Deaths of Yagam pattu south division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, on August 1, 1923, during the absence of the Registrar, W. D. M. W. SENA-NAYAKA, on leave. His office will be at the permanent Registrar's residence.

The Assistant Provincial Registrar, Kegalla, has appointed Senanayaka Mudiyanselage Charles Henry SENANAYAKA to act as Registrar of Births and Deaths of Kitulgal palata division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for fourteen days from July 22, 1923, during the absence of the Registrar, D. B. PERERA, on leave. His office will be at Ilagotuelle-

watta in Uragala.

The Assistant Provincial Registrar, Kegalla, has appointed Amarasekara Appuhamillage Cornelis Appuhami to act as Registrar of Births and Deaths of Atulugam Korale west division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for seven days from July 23, 1923, during the absence of the Registrar, H. T. Appro-HAME, on leave. His office will be at Ambalameowitewatta in Magammana.

Registrar-General's Office, Colombo, August 2, 1923.

E. T. MILLINGTON, Registrar-General.

#### GOVERNMENT NOTIFICATIONS.

"THE LOCAL GOVERNMENT ORDINANCE, No. 11 of 1920."

T is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area the administrative limits whereof are shown in the schedule hereto.

Colonial Secretary's Office. Colombo, June 18, 1923. By His Excellency's command, CECIL CLEMENTI, Colonial Secretary.

SCHEDULE. Batticaloa.

(a) The Island of Puliyantivu; bounded on all sides by the Batticaloa lake.

(b) The villages of Koddaimunai, Uppodai, Tamarakkeni, Tandavenveli, Urani, Maddikkali, and Amirtakali lying within the following limits: - north, east, and south the Batticaloa lake; west the road from Maddikkali to Urani and the lake.

"THE LOCAL GOVERNMENT ORDINANCE, No. 11 of 1920."

IT is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area the administrative limits whereof are shown in the schedule hereto.

By His Excellency's command,

Colonial Secretary's Office, Colombo, June 18, 1923. CECIL CLEMENTI, Colonial Secretary.

# SCHEDULE. Moratuwa.

North.—The centre line of the approach road to the Angulana Railway Station as far as its junction with the centre line of the Colombo-Galle road, the above line produced north-eastwards to a point five chains to the north-east of the Colombo-Galle road, from this point a line drawn south-eastwards and southwards parallel to the Colombo-Galle road as far as the centre line of the road known as the Katubedde broadway, the centre line of the Katubedde broadway.

East.—The Panadure river.

South.—The northern boundary of the village of Katukurunda.

West.—The sea as far north as the railway bridge over the Lunawa river, the western bank of the Lunawa river as far as the bridge on the approach road to the Angulana Railway Station.

#### "THE LOCAL GOVERNMENT ORDINANCE, No. 11 of 1920."

T is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area the administrative limits whereof are shown in the schedule hereto.

By His Excellency's command.

Colonial Secretary's Office, Colombo, June 18, 1923. CECIL CLEMENTI,
Colonial Secretary.

# Schedule. Kurunegala.

On the west by a line drawn from a point on the Puttalam road two chains on the north-west of its junctions with the Circular road parallel with the Circular road, and at a distance of two chains from it up to the Wilgoda-ela, thence directly to a point on the Negombo road two chains to the west of its junction with the old Negombo road, otherwise called the Malkaduwawa Circular, and thence to a point two chains due south of the Negombo road; on the south by a line drawn from the southern end of the western boundary parallel with the said old Negombo road or Malkaduwawa Circular, and two chains distant from it as far as the Colombo road, thence straight to a point six chains south of the 1½ milepost on the Kandy road, and from this point to the ela; on the east along this ela to a point where the ela crosses the Kandy road, and from a line drawn from this point to the 1½ milepost on the Dambulla road, and thence to a point half a mile due north; on the north by a line drawn from the northern extremity of the eastern boundary to the northernmost point of the western boundary.

#### "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

IT is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area the administrative limits whereof are shown in the schedule hereto.

By His Excellency's command.

Colonial Secretary's Office, Colombo, June 18, 1923. CECIL CLEMENTI, Colonial Secretary

SCHEDULE.

Badulla.

On the north: Ridipana-gap.

On the south: Kuda-oya anicut to the bo-tree, from thence along the Hanwella, Kalugalpitiya, Etimola-ela to the Spring Valley cart road, thence along the same Etimola-ela to the tiled house occupied by Kiri Banda, and from that tiled house to the junction of the Mayilagastenna-Kuda-oya with the Badulla-oya, thence along Kuda-oya a distance of 50 chains, and thence along the southern boundary of lot 2 and in a north-western direction where the present boundary of T. P. 66,708 joins, and thence in a straight line to the 82nd milepost on the Badulla-Bandarawela road.

On the east: From the Kuda oya anicut along the Kuda or Rambukpota-oya to its junction with the Badulla-oya, and thence along the Badulla-oya to the foot of the Ridipana hill, and along the ridge to Ridipana-gap.

On the west: From the 82nd milepost along the ridge to Ridipana gap.

IT is hereby notified for general information that the Mineral Survey Department will in future be known as "Department of Mineralogy."

By His Excellency's command,

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

"THE CEYLON MEDICAL COLLEGE ORDINANCE, No. 3 of 1905."

BULES made by the Council of the Ceylon Medical College under section 14 of "The Ceylon Medical College Ordinance, 1905," and approved by His Excellency the Governor and the Executive Council.

By His Excellency's command,

Colonial Secretary's Office, Colombo, August 1, 1923. Cecil Clementi, Colonial Secretary.

#### RULES REFERRED TO.

- 1. No student, unless he has been registered by the General Medical Council of the United Kingdom prior to January 1, 1923, may join the Ceylon Medical College until he has fulfilled the following conditions in order:—
  - (a) He shall have passed a Preliminary Examination in General Education as specified in rule 2.

(b) He shall have passed a Pre-medical Examination as specified in rule 3.(c) He shall have produced evidence of having attained the age of 17 years

- (d) He shall have been registered as a medical student by the General Medical Council of the United Kingdom.
- 2. The Preliminary Examination in General Education shall be the London University Matriculation Examination, or any examination which gives exemption therefrom.
- 3. The Pre-medical Examination shall include the subjects of Chemistry, Physics, and Biology, and shall be held once a year, if necessary, in Colombo, in the month of June or the month of July. This examination shall be conducted by a Board of Examiners consisting of the Professors in Chemistry and Physics and the Lecturers in Botany and Zoology at the University College, the Government Analyst, the Registrar of the Medical College, and the Principal or Assistant Principal Civil Medical Officer. The standard of the examination shall be, as far as possible, that of the First Professional Examination of the Ceylon Medical College as held hitherto. A course of instruction in the subjects of the Pre-medical Examination must be taken either at the Ceylon University College or at any other College or school in which the teaching and equipment provided for instruction are of a standard approved by the Ceylon Medical College Council. Details of the scope and duration of the course of study necessary for this examination shall be furnished by the Registrar of the Ceylon Medical College on application to him.

4. Registration as a medical student shall be effected as heretofore, through the Registrar of the Ceylon Medical College, by the General Medical Council of the

United Kingdom.

5. No special Entrance Examination shall be held by the Ceylon Medical College after October, 1924. Entrance to the Medical College shall depend on the results of the Pre-medical Examination and the number of vacancies for students, priority being given in this connection to an applicant according to the order of merit obtained by him in the Pre-medical Examination.

6. The number of students to be admitted to the Ceylon Medical College in any year shall not exceed fifty.

7. The course of medical study in the Ceylon Medical College shall extend to a period of not less than five years after registration.

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8. From and after October, 1924, the Academic Year shall be divided into three

terms, namely, October to December, January to March, and May to July.

- 9. Students admitted to the Ceylon Medical College in or after October, 1924, shall be charged a fee of five hundred rupees for each Academic Year, or a fee of one hundred and seventy rupees for each term, and this fee shall cover all the necessary lectures, practical classes, and hospital training, but shall not include the special fees in force at present, such as examination fees, registration fees, library, microscope, and dissecting fees. If a student has to retake a term's course of lectures or practical classes in any one subject, or to take a further term of hospital training, a fee of thirty rupees shall be levied for each such item in lieu of the composite fee of one hundred and seventy rupees referred to above. Present students of the College shall continue to be charged according to the scale of fees hitherto in force.
- 10. For students joining the Medical College in or after October, 1924, the following examinations shall be held:—
  - (i.) A First Professional Examination in the subjects of Anatomy and Physiology in the study of which two Academic Years must be passed before a student may present himself for examination.

(ii.) A Second Professional Examination in the subjects of Pathology, Hygiene, Materia Medica, and Medical Jurisprudence.

(iii.) A Third or Final Professional Examination in the subjects of Medicine,

(iii.) A Third or Final Professional Examination in the subjects of Medicine, Surgery, and Midwifery. A student may present himself for this examination only after the completion of five Academic Years. IN terms of section 24 of the Minute of December 9, 1908, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count the period of his temporary employment for pension purposes:—

Name.

Pensionable Appointment.

Seconded Service.

Mr. S. Thamby ...

Clerk in Class II. of the Clerical Service

Clerk on the Staff of the Controller of Indian Immigrant Labour

By His Excellency's command,

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

"THE CO-OPERATIVE SOCIETIES ORDINANCE, No. 34 of 1921."

IT is hereby notified for general information that the registration of the following Co-operative Credit Society having been cancelled under section 33 of "The Co-operative Societies Ordinance, No. 34 of 1921," the privileges conferred on it by section 26 of the said Ordinance have lapsed.

By His Excellency's command,

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

CO-OPERATIVE CREDIT SOCIETY REFERRED TO.

1. Registered No.: 157.

2. Date of registration: September 24, 1920.

3. Name of Society: Tampiluvil.

1. Date of cancellation of registration: July 27, 1923.

 Reason for cancellation: Dissolution by consent of members who desired to incorporate themselves in Tirukkovil Society, No. 193, registered on August 15, 1922.

#### "THE LAND REGISTRATION ORDINANCE, 1891."

DULES framed and established by the Governor, with the advice and consent of the Executive Council, in terms of section 8 of "The Land Registration Ordinance, 1891."

By His Excellency's command,

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

#### RULES REFERRED TO.

1. The rule fixing the hours of business in the Land Registration Offices in Ceylon, published by Notification dated November 24, 1892, in Government Gazette No. 5,189 of November 25, 1892, is hereby repealed.

2. The hours for reception of deeds for registration at the Land Registration Offices in Ceylon shall be from 9.30 A.M. to 4 P.M. on week days, except on Saturdays, when the hours shall be from 9.30 A.M. to 1 P.M.

(Continued on page 1697.)

## Comparative Monthly Return of Revenue from October, 1919, to April, 1923.

	-	1919–20. Rs.	•	1920-21. Rs.	• :	19 <b>2</b> 1–22. Rs.	192 <b>2</b> -
October		7,357,965		6,012,849		6,586,591	<b>7,72</b> 9,
November		5,680,297		5,843,278	• • (	5,506,782	<b>7,40</b> 2,
December		7,865,674	,	4,664,469	• •	5,042,049	6,421
January		7,491,041		6,454,004		7,704,744	9,389
February		6.933,963	·	5,199,181		6.373,032	7,166
March		8,409,626		5,83 <b>8,23</b> 1		6,817,153	7,737
April		5,552,665		5,517,872		6,722,770	7.710
May		5,831,981		5,841,141	• •	7,107,238	
June		6,113,917		6,295,851		6,736,841	والمستغيثين المستعين
July		6,167,476		6,524,342	• • .	7,119,369	
August		6,330,186		5,933,850	• •	6,806,823	TYLIA,
September		7,465,627		<b>6,4</b> 93 <b>,993</b>		6,746,725	es car
,				<del></del>	7.7		

70,619,061

81,200,418

General Treasury, Colombo, July 28, 1923,

Total

Color Treasurer.

2,884 1,984 3,694 3,303 7,58**5** 3,087 69-70

#### NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the following service in the Galle District for a period of two years from October 1, 1923:-

(a) To deliver rubble of approved quality at the Galle

68-69 miles, including piling, at Rs. --

Jail premises at Rs. — per cube.

(b) To transport metal from the Galle Jail premises and pile such metal at Rs. ----– per cube as follows:-I.—On the Galle-Colombo road on the following miles:-

70-71 ٠do. 71 - 72do. 72 - 73do: 73-74 do. 74 - 75do. II.—On the road from Galle to Akuressa:-2-3 miles, including piling, at Ra. -- per cube. 3-4do. III.—On the road from Galle to Udugama:-

do.

2-3 miles, including piling, at Rs. ---per cube.

do.

2. The rubble must be delivered in such quantities as required by the District Engineer, Galle District, and shall in no case be less than 4 cubes a day. The rubble is for the purpose of being broken by the prisoners in the Galle Jail into metal.

3. The metal so broken will be issued to the contractor by the Jailer, Calle, through the shoot in the Western wall of the Jail, and the contractor shall remove the metal so issued and pile the same on the road or roads as ordered by the District Engineer according to requirements.

The quantity of metal so transported and piled shall not be less than 50 cubes per month, and will be measured monthly, and payments made at the rates to be agreed

upon for each cube piled, including transport.

The contractor shall furnish all tools, powder, fuse, baskets, and transport as shall be necessary for the due and proper performance of the contract, and shall be at liberty to work in the Talbot town quarry.

All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman fo the Tender Board, Office of the Controller of Revenue,

Colombo.

7. Tenders must be marked "Tender for Supply of Metal in the Galle District, 1923-25," in the left-hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on August 21, 1923.

Tenders should either be deposited in the tender box in the Office of he Controller of Revenue, or be sent to him

through the post.

Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Southern Province, Galle, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

10. A deposit of Rs 50 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. 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 Provincial Engineer, Southern Province, Galle, 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 Govern-ment contract. All other deposits will be returned upon signature of a contract.

Further information may be obtained on application 11. at the Office of the Provincial Engineer, Southern Province,

Galle.

Before any tender is accepted, the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 200 for the due and faithful performance of the contract.

13. Contracts may not be assigned or sublet without the

authority of the Tender Board.

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

15. 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.

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

17. The Government does not bind itself to accept the

lowest or any tender, and reserves to itself the right of

accepting any portion of a tender.

Public Works Office, W. J. PRICE, Colombo, July 31, 1923. for Director of Public Works.

TENDERS are hereby invited for the supply of South Indian tiles, first quality (flat, half, ridge, ventilation glass, finials, and ornamental ridge), from October 1, 1923, to September 30, 1924.

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

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

Tenders should be marked "Tender for South Indian Tiles "in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on August 21, 1923.

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

6. A deposit of Rs. 50 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. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders The name of the tenderer, name of manufacturing are due. firm, and place of manufacture should be marked on them. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure and the name placed in the defaulters' list. Samples tendered are not returned.

8. The security required will be Rs. 1,000 in cash for

the whole contract or part of it as may be demanded by the Colonial Storekeeper. 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.

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

- 11. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individulaly or jointly with any other person, nor shall the contractor employ any person, whose name is on the list of Crown defaulting contractors, or any other person to whom the Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.
- 12. All tenders for imported articles will be accepted only on the condition that the tenderer shall give the Government the benefit of any decrease in the Customs Duties made after the signing of the tender and up to the expiry of the contract entered into hereafter, and the Government likewise undertakes to pay over and above the tendered rate such sum as shall adequately compensate the tenderer for any increase in the Customs Duties during the period aforesaid.

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.

July 27, 1923,

JOHN GIBB, Colonial Storekeeper.

TENDERS are hereby invited for the contract for the conveyance of mails from October 1, 1923, for a period of one year which may be extended if the Post-master-General finds it necessary to do so between (a) Demodera Railway Station, the Demodera Post Office, and Batticaloa Post Office, and intermediate offices, and between (b) Anuradhapura Post Office and Trincomalee Post Office, and intermediate offices.

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

The hours of arrival and depature to be fixed from

time to time by the Postmaster-General.

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

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

sent to him through the post.

Tenders should be marked "Tender for the Conveyance of Mails on the Demodera-Batticoloa line and Anuradhapura-Trincomalee line," as the case may be, in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, August 28, 1923.

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

form.

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

8. The subsidy will be subject to reduction pro rata on a mileage basis if, during the term of the contract, the Rail-

way is opened for part of the distance.

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

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

Tenders for above services must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage (in the case of coaches), and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for

the conveyence of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

All other information can be obtained on application

to the Postmaster-General.

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

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

The Government reserves to itself the right, without question, of rejecting any or all of the tenders, and the

right of accepting any portion of a tender.

General Post Office, Colombo, July 28, 1923.

M. S. SRESHTA, Postmaster-General.

ENDERS are hereby invited for the under-mentioned supply of firewood to the Railway Department from the North-Central Division during 1923-24. The work is to commence not later than October 1,1923. Details of the work and area to be exploited are given in the schedules below.

• 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.

Tenders should be marked "Tender for Railway Firewood Supply, North-Central 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, August 28, 1923.

Tenders are to be made upon forms which will be supplied upon application at the ForestOffice, Anuradhapura, 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 for each service will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is Should any person decline or fail to enter into the contract and bond after he has tendered, or to furnish approved security within ten days of receiving notice in writing from the Head of 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.

7. 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 office 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 the bond.

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

The Government reserves to itself the right, without question, of rejecting any or all tenders, and of accepting

any portion of a tender.

10. The contractor's obligations and rights under this contract shall not be assigned or otherwise transferred, or sublet without the consent and authority of the Conservator

of Forests previously obtained in writing.

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

11. Tenderers should read and note a draft contract which is available in the Forest Office, Anuradhapura, before they obtain tender forms. Also certify that they have inspected the demarcated area.

A penalty of 25 cents for every cubic yard of firewood not felled, or stacked, or delivered at the monthly rates specified in the schedule below, will be exacted from the

contractor.

13. A rate per cubic yard of firewood delivered for each of the services must be quoted, written both in words and

figures.

14. Each piece of wood to be 3 feet in length and of 2 inches minimum diameter. Billets over 9 inches diameter should be split. All wood over 12 inches girth to be billeted into 3 feet lengths by hand saw or cross-cut saw only.

15. All felling and splitting of logs to be completed by

August 31, 1924.

16. All firewood immediately after conversion is to be transported and stacked at the delivery depot at a minimum rate of one-tenth of the quantity on the contract. Work to be completed by September 15, 1924.

General conditions :-

(1) The areas enumerated in the schedule have been demarcated. Felling is to be done in the area to be pointed out by the Range Forest Officer, Nuwaragam Range, commencing from one end and continuing to the other. The area shall be sub-divided into compartments of 10 chains by 5, the dividing lines being widened sufficiently by the contractor to admit the stacking of firewood and the passage of carts. The contractor shall not work more than 2 compartments at a time and shall not enter into any fresh block until he has received a written certificate from the Divisional Forest Officer that the works in the blocks to which he has been admitted had been satisfactorily completed.

(2) The contractor shall, at his own cost and charges, furnish the labour and tools necessary for carrying on the

work on the contracts.

(3) All trees should be felled with the saw within 6 inches of the ground, unless otherwise ordered by the Divisional Forest Officer; they should all be converted into firewood, and no logs should be left on the area. Special conditions :-

- (1) The following species shall not be felled unless stamped by a Forest Officer:
  - (a) Promising seed bearers and sound and healthy saplings of satin, palu, milla, ranai, halmilla, ebony, kumbuk, mi, na, and other superior species and valuable re-growth.

All trees under 12 inches in girth (6 inches above the ground), unless otherwise ordered by the Divisional Forest Officer.

- (2) The following species shall be felled and converted into firewood:
  - (a) All inferior species above 12 inches in girth (6 inches above ground), unless otherwise ordered by the Divisional Forest Officer.
  - (b) All crooked and unsound trees and saplings of the superior species stamped by a Forest Officer with due regard to a fair distribution of seed bearers being left.

(3) The natural undergrowth should be disturbed as little as possible. Brushwood may be left in rows, or spread evenly over the area and should not be piled.

(4) The contractor shall shape and dress all stumps from 4 in. to 12 in. diameter, close to the ground, except in the ease of star-shaped stumps of wira and other similar species which are known not to coppiee.

(5) The contractor shold not take his carts into the

compartments except along the dividing lines.

19. For any further information and for inspection of the draft contract application should be made to the Divisional Forest Officer, North-Central Division, Anuradhapura.

# SCHEDULES.

## Service A.

#### Nuwaragam Proposed Reserve.

To fell, transport, and deliver stacked at the Anuradhapura railway station yard, not further than 30 feet from the nearest rail, 4,000 cubic yards of firewood, and to do coppicing, &c., as directed by the Divisional Forest Officer during 1923-24 (according to special conditions above), from a demarcated area of 50 acres, more or less, in the Nuwaragam Proposed Reserve. Distance of transport is about 41 miles.

#### Service B.

#### Mihintale Proposed Reserve.

To fell, transport, and deliver stacked at 1272 milepost on the Anuradhapura-Jaffna railway line, not further than 30 feet from the nearest rail, 4,000 cubic yards of firewood, and to do coppicing, &c., as directed by the Divisional Forest Officer (according to special conditions above), from a demarcated area of 50 acres, more or less, in the Mihintale Proposed Reserve, north of the road between the 49th and 50th mileposts in the Anuradhapura-Trincomalee road. Distance of transport is about 3 miles.

#### Service C.

#### Tirapana Released Area.

To fell, transport, and deliver stacked along the Northern railway line between 119 and 121 mileposts, not further than 30 feet from the nearest rail, 8,000 cubic yards of firewood, more or less, from a demarcated area approximately 75 acres in extent, in the forest called Tirapana Relased Area to the east of Colombo-Anuradhapura railway line between 119 and 121 mileposts. Distance of transport is about  $1\frac{1}{2}$  mile.

#### Service D.

#### · Kopakulama Released Area.

To fell, transport, and deliver stacked along the Northern railway line between 130th and 131st milepost, not further than 30 feet from the nearest rail, 8,000 cubic yards of firewood, more or less, from a demarcated area approximately 75 acres in extent, in the Kopakulama Released Area to the west of the Anuradhapura-Jaffna railway line between 130 to 131st mileposts. Distance of transport is about 1½ mile.

Office of the Conservator of Forests, J. D. SARGENT, Conservator of Forests. Kandy, July 30, 1923.

TENDERS are hereby invited for the suply of timber in the log during 1923-24. Area to be exploited and further details are given in the annexed schedule.

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

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

the post.

4. Tenders should be marked "Tender for the Supply of Timber, North-Western Division," on the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, August 21, 1923.

5. The tenders are to be made upon forms, which will be. supplied upon application at the Forest Office, Kurunegala. 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 for each service will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into a contract and bond after he has tendered, or to furnish approved security within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract.

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 office referred to in section 6. A further security in cash of 5 per cent. of the value of 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

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

11. Rate per cubic foot of timber in the log for each of the services should be quoted separately, written both in

words and figures.

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

13. For any further information, and for inspection of the draft contract, application should be made to Divisional Forest Officer, North-Western division, Kurunegala.

#### General Conditions.

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

(b) Only such trees as are stamped and marked by a Forest Officer are to be felled, and no sound trees below 4 feet in girth will be marked or should be felled.

(c) All branchwood marked by a Forest Officer as fit

for delivery should be transported and delivered.

(d) All logs should be cut off at both ends with a saw.

- (e) All knots and irregular portions of logs should be adzed off.
- (f) All defective and hollow ends of logs should be cut
- (g) Rejected logs or branchwood will not be paid for, but will lapse to Government. The contractor will have no claim in respect of any material sold as rejections.
- (h) Work to commence as soon as the tenders are settled and contracts entered into and be completed by February 15, 1924.

#### Special Condition.

14. The timber to be supplied should be of the following description and specification:

Good, sound, and reasonably straight logs containing a minimum cubic value of 15 feet, girth 48 inches, and length 10 feet; at least 10 per cent. of the logs to be 20 feet long and 30 per cent. to be 15 feet to 20 feet long.

#### SCHEDULE.

#### Service A.

To fell sufficient number of enumerated satin and palu trees so as to yield 1,100 cubic feet of satin and 150 cubic feet of palu making a total of 1,250 cubic feet, from the Crown forest of Kivulkele, in Puttalam Range, in the North-Western division, and to convert the trees so felled into logs and transport and deliver them at the shore of the Puttalam lake. Distance of transport is about 15 miles.

#### Service B.

To fell sufficient number of enumerated satin and palu trees so as to yield 800 cubic feet of palu and 240 cubic feet of satin making a total of 1,040 cubic feet, from the Crown forest of Halmillewekelle, in the Puttalam Range, in the North-Western division, and to convert the trees so felled into logs and transport and deliver them at the shore of the Puttalam lake. Distance of transport is about 12 miles.

#### Service C.

To fell sufficient number of enumerated satin and palu trees so as to yield 500 cubic feet of satin and 2,200 cubic feet of palu making a total of 2,700 cubic feet from the Crown forest of Samalakulam, in the Puttalam Range, in the North-Western division and to convert the trees so felled into logs and transport and deliver them at the shore of the Puttalam lake. Distance of transport is about 18 miles.

Office of the Conservator of Forests, J. D. SARGENT. Kandy, July 30, 1923. Conservator of Forests. TENDERS are hereby invited for the under-mentioned L supplies of firewood to the Railway Department from Northern Division. The work is to commence not later than September 15, 1923. Details of work and the areas to be exploited are given in the schedule below. separate tender should be submitted for each service 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.

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

the post.

4. Tenders should be marked "Tenders for Firewood Supply, Northern Division," for services A, B, &c., as the case may be, in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday, on Tuesday, August 28, 1923.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna, which can be applied for by post or personal application. 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 forwarded or produced before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or to furnish approved security, within ten days after receiving notice 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 defaultng 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 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 information can be ascertained on application to the office referred to in section 5. A furth e security in cash of 5 per cent. of the value of the contracwill be required of the contractor when entering into th bond, and in the case of service a cash security need be deposited only for one year's working and can be carried forward from one year to the next, &c.

9. Separate rates per cubic yard of firewood must be quoted in words and figures.

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

11. The Government reserves to itself the right, without question, of rejecting any or all the tenders, and of accepting any portion of a tender not necessarily the lowest tender.

12. The contractor's obligations and rights under this contract shall not be assigned or otherwise transferred or sublet without the consent and authority of the Conservator

of Forests previously obtained in writing.

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

14. Tenderers before tendering should inspect the areas

of operation as shown in the schedule.

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

#### SCHEDULE.

#### Service A-Vannivilankulam Reserve-Three Years' Contract.

(a) To fell every tree above 12 inches in girth (excepting scheduled trees and those marked by a Forest Officer as trees not to be felled) standing in strips of forest containing 150 acres, more or less, demarcated within Vannivilankulam Reserve. The area selected being about three miles

from Mankulam Railway Station.

(b) To cut and split into firewood every tree so felled, and every other fallen tree whatsoever in the area, so as to yield 8,000 cubic yards of firewood, more or less, annually for three years, with the least amount of wastage. All firewood, immediately after conversion, to be delivered stacked along the Mankulam Railway Station stages, at the minimum rate of 800 cubic yards per month, commencing from October 1, 1923. Final delivery being made on or before end of July in each year. This contract shall be in force of three years.

#### Service B-Iranamadu Reserve-One Year's Contract.

(a) To fell every tree above 12 inches in girth (excepting scheduled trees and those marked by a Forest Officer as trees not to be felled) standing in strips of forest containing 80 acres, more or less, demarcated within the Iranamadu The area selected being about one mile from

Iranamadu Railway Station.

(b) To cut and split into firewood every tree so felled, and every other fallen tree whatsoever in the area, so as to yield 8,000 cubic yards of firewood with the least possible amount of wastage. All firewood, immediately after conversion to be delivered stacked properly along the railway line, close to the 202nd milepost, in such a place as a Forest Officer may direct, at the minimum rate of 800 cubic yards per month, commencing from October 1, 1923. Final delivery must be made on or before July 31, 1924, when the balance remaining out of the total quantity should be delivered, properly stacked.

#### Service C-Maha-Irampaikulam Reserve-One Year's Contract.

(a) To fell every tree above 12 inches in girth (excepting scheduled trees and those marked by a Forest Officer as trees not to be felled) standing in strips of forest containing 80 acres, more or less, demarcated within the Maha-Irampaikulam Reserve. The area selected being about one and

a half miles from the railway line.

(b) To cut and split into firewood every tree so felled, and every other fallen tree in the area whatsoever, so as to yield 8,000 cubic yards of firewood, with the least possible amount of wastage. All firewood immediately after conversion to be delivered properly stacked along the railway line at such place as a Forest Officer may direct, at the minimum rate of 800 cubic yards per month, commencing from October 1, 1923. Final delivery must be made on or before July 31, 1924, when balance remaining out of total quantity must be delivered, properly stacked.

#### Service D-Near Cheddikulam-One Year's Contract.

(a) To fell every tree above 12 inches in girth (excepting scheduled trees and those marked by a Forest Officer as trees not to be felled) standing in strips of forest containing 80 acres, demarcated in forest to the south of Mannar railway line, near Cheddikulam. The areas selected being

about one mile from the railway line.

(b) To cut and split into firewood every tree so felled, and every other fallen tree whatsoever in the area, so as to yield 8,000 cubic yards of firewood, with the least possible amount of wastage. All firewood immediately after conversion to be delivered properly stacked along the railway line at such place as a Forest Officer may direct, at the minimum rate of 800 cubic yards per month, commencing from October 1, 1923. Final delivery to be made on or before July 31, 1924, when the balance, if any, remaining out of the total quantity must be delivered, properly stacked.

#### Schedule E-Near Pannikankulam-Wet Weather Contract.

(a) To fell every tree above 12 inches in girth (excepting scheduled trees and those marked by a Forest Officer as trees not to be felled) standing in strips of forest containing 32 acres, more or less, demarcated within the northern end of the Vannivilankulam Reserve near Pannikankulam. The area selected being about one mile from the railway line.

(b) To cut and split into firewood all trees so felled, and

all other fallen trees whatsoever in the area, so as to yield 4,000 cubic yards of firewood, with the least possible amount of wastage. All firewood immediately after conversion to be delivered properly stacked along the

railway line at such place as a Forest Officer may direct, at the minimum rate of 800 cubic yards per month, com-mencing from October 1, 1923. Final delivery must be made on or before March 15, 1924, when the balance, if any, remaining out of the total quantity must be delivered, properly stacked.

#### GENERAL CONDITIONS.

#### Applying to all Services under this Notice.

(a) To fell all trees (except scheduled and marked trees) 12 inches in girth and over. Trees and shrubs under 12 inches in girth are to be left growing in the area and are under no circumstances to be cut.

(b) All trees from 12 inches to 36 inches in girth, must be cut wthin 6 inches from the ground, and their stumps shall be shaped and dressed as required by Divisional Forest

Officer and pointed out to contractor.

(c) Work shall not go on in more than two strips at a time, and all work shall be completed in strip 1 before strip 3 is entered, &c.

(d) The firewood shall be in lengths of 3 feet, and not less than 2 inches in diameter. All billets over 9 inches in

diameter shall be split.

(e) Firewood shall be extracted from the strips by tracks approved by Divisional Forest Officer. No carts shall enter the area except down tracks along the demarcated lines. All firewood shall be brought to these tracks by head load, and stacked for carting.

(f) Any tree pointed out by Forest Officer as one to be felled and converted, shall without question be felled and converted; and any tree pointed out by Forest Officer as tree not to be felled, shall not be either felled or injured.

(g) Stacks on railway line, must be in rows convenient for loading the firewood into railway trucks. To economize ground space and to allow of space between the stacks for inspection. Stack shall be either 3 feet,  $4\frac{1}{2}$  feet, or 6 feet in height, as the Forest Officer in charge, may from time to time direct.

(h) The contractor will be responsible for the safety of the firewood when stacked in the forest or on railway line,

and in transit.

(i) The contractor may be required at times to increase the supplies should the Railway requirements necessitate, and at times also decrease supplies, but the average output shall be described in schedule.

(j) It must be clearly understood that for failure to have

full monthly supplies ready as required, a penalty of 25 cents for every cubic yard short shall be levied.

(k) A fine of Rs. 10 will be inflicted for every scheduled or marked tree felled, and in addition the contractor will be liable for payment of full royalty value.

Kandy, July 30, 1923.

J. D. SARGENT, Conservator of Forests.

TENDERS are hereby invited for services, Central Timber Depôt, Slave Island, Colombo, from October 1, 1923, to September 30, 1924.
2. All tenders should be in duplicate and sealed under

one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

Tenders should either be deposited in the tender  $\mathbf{box}$ in the Office of the Controller of Revenue, or be sent through the post.

Tenders should be marked "Tender for Services, Central Timber Depôt, Colombo" (vide schedule annexed), 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, August 21, 1923.
5. The tenders are to be made upon forms which will be supplied upon application at the Central Timber Depôt,

Slave Island, 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.

A deposit of Rs. 50 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 of Rs. 250, 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 any 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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. All other necessary information can be ascertained and draft contract examined 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. 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. Contracts may not be assigned or sublet without the

authority of the Tender Board.

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

#### Schedule.

- 1. To take delivery of ebony, after obtaining necessary permits and passes for the same, at each of the following places, to transport it by cart to the Central Depôt, to weigh it, and to stack it in such places and in such manner as the Depôt-keeper, Central Tmber Depôt, may direct:-
  - (a) Main Goods Station, Colombo. Landing Jetty, Colombo Harbour. Mutwal Ferry.

- (d) Elsewhere within the Colombo Municipality.
- To take delivery of timber other than ebony, after obtaining necessary permits and passes for the same, at each of the following places, to transport it by cart to the Central Depôt, and to stack it in such places and in such manner as the Depôt-keeper may direct after measurement by him:
  - (a) Main Goods Station, Colombo.
  - (b) Landing Jetty, Colombo Harbour.

Mutwal Ferry (c)

- (d) Elsewhere within the Colombo Municipality.
- To shift and re-stack timber in the Depôt. 3.
- 4. To weigh and re-stack timber in the Depôt.
- To take delivery of ebony, or other timber after obtaining necessary permits and passes for the same, at the Central Depôt, and to transport it by cart, and to deliver it at each of the following places:-
  - (a) Harbour Works.
  - (b) Elsewhere within the Colombo Municipality.
- To take delivery of ebony or other timber, after obtaining necessary permits and passes for the same, at the Landing Jetty, Colombo Harbour, and to transport it by cart and to deliver it at each of the following places:
  - (a) Government Factory.
  - (b) Harbour Works.
  - (c) Railway Yard, Maradana.

(d) Welikada Jail.

- (e) Elsewhere within the Colombo Municipality.
- 7. To take delivery of ebony or other timber, after obtaining necessary permits and passes for the same, at
  - (a) Main Goods Station, Colombo; Kelani Valley Goods Shed, Colombo;

(c) Elsewhere within the Colombo Municipality; and to transport it by cart and deliver it at each of the following places:the graph of the galaxy a both a regulation

the section of the se

(a) Welikada Jail.

(b) Harbour Works.

8. To plane, polish, and deliver specimen woods, 4 in. by 3 in. by 1 in., required from logs received at the Central Timber Depôt.

Rates should be tendered for ebony per ton of 20 cwt. and for other timber per cubic foot, and specimen woods per

Conservator of Forests.

4

Office of the Conservator of Forests, Kandy, July 30, 1923.

TENDERS are hereby invited for services mentioned in the schedule annexed below for the supply of firewood to the Railway Department in the Uva Division during 1923-24. The work to commence on September 1, 1923, and to be completed by August 31, 1924. Details of the works and areas to be exploited 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.

Tenders should either be deposited in the tender box in the Office of the Controller of Ryenue, or be sent through

4. Tenders should be marked "Tender for Railway Firewood, Uva Division, 1923-24," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue, not later than midday of Tuesday, August 21, 1923.

5. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, Haputale. 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 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 shall be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Contract may not be assigned or sublet without the consent and authority of the Conservator of Forests, previously obtained in writing. Further the contractor shall not issue a power of attorney to a person, whose name is on the list of Crown defaulting contractors, authorizing him to

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

9. 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

10. 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 obtained 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.

11. Tenderers should read and note a draft contract, which is available in the Forest Office, Haputale, before they obtain tender forms, and also inspect the blocks to be felled which will be pointed out by the Forest Ranger, Haputale

Range 12. A penalty of 25 per cent, for every cubic yard of firewood not felled, or stacked, or delivered at the monthly rates specified in the schedule will be exacted from the contractor.

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

The Government reserves to itself the right without question, of rejecting any or all tenders and of accepting

any portion of a tender.

15. Separate rates per cubic yard delivered on each service must be quoted, written both in words and figures.

16. For any further information application should be made to the Divisional Forest Officer, Uva Division, Hapu-

#### General Conditions.

(1) No trees are to be felled at more than 6 inches from the ground. All felling and splitting of logs to be completed by July 15, 1924. All logs over 12 inches in girth to be billetted into 3 feet in length by hand saw or across cut saw only. Billets over 8 inches diameter should be split. Each billet to be 3 feet in length and 2 inches to 8 inches in minimum diameter.

(2) Any arrangements for trolleying the wood are entirely between the contractor and the Railway Depart-

(3) All enumerated trees after felling to be cut into sizes 9 inches longer than standard Public Works Department lengths, and these logs to be left lying alongside the blocks. Any remaining wood from these enumerated trees

to be converted into firewood.

(4) To cut all nellu, bamboo, thorns, and undergrowth, and to heap the same together with all refuse wood in the continuous lines half a chain in breadth, and separated from each other and adjoining reservation by properly cleared lines half a chain in breadth. This work is to be completed in all the areas by August 10, 1924, except the part of block A lying between the P. W. D. cart road and the Ohiya-Haputale bridle road, which is to be completed by April 30, 1924.

(5) To burn off the refuse heaped by August 20, 1924. To root out and completely clear of green growth on all patches not cleared by firing and to leave the area in a complete state of fitness for planting by August 31, 1924, and that part of block A as in condition 4 to be completed before April 30, 1924.

(6) The contractor by the end of August, 1924, must supply in each of the blocks 18,000 warichchies, 7 to 8 feet long and  $2\frac{3}{4}$  to  $3\frac{1}{2}$  inches in girth, and 1,750 poles  $9\frac{1}{2}$  feet long and 9 to 10 inches in diameter. Of these 1,500 poles and sufficient quantities of warichchies must be cut and delivered as and when required by the Divisional Fcrest Officer, Uva Division, Haputale.

(7) The contractor may be required at times to increase supplies, should the Railway requirements necessitate, and

at times also decrease supplies, but the average output will be as described in the schedule.

(8) It must be clearly understood that failure to deliver full monthly supplies as required will involve a penalty of 25 cents for every yard short.

#### Schedule referred to.

To clear fell all trees and saplings, unless otherwise required, standing in blocks A and B demarcated in the Ohiya Forest of the Badulla District in the Province of Uva: Block A approximating 90 acres is bounded on the north by the railway line and the P. W. D. cart road, on the east by the P. W. D. cart road, on the south by a stream and cut lines, and on the west by the eastern boundary of Block "B" (1922-23). Block "B" approximating 50 acres is bounded on the north by cut line, on the east by cut line, on the south by the northern boundary of (1922-23) fuel block, and on the west by the Ohiya-Pattipola bridle road, to convert except enumerated trees, all trees felled, together with all fallen trees whatsoever into firewood so as to yield 27,000 cubic yards, more or less. All firewood immediately after conversion to be removed and stacked alongside the railway line between the 142nd and 1431 mileposts at the minimum rate of 2,300 cubic yards per mileposts at the minimum rate of 2,000 cubic yamnonth, commencing from first Sunday in October, 1923. Distance of transport is from 50 yards to  $\frac{3}{4}$  of a mile. Final delivery to be made on the last day in August, 1924. Felling to be started from the remotest corner and proceeded onwards towards the railway line.

Office of the Conservator of Forests, J. D. SARGENT, Kandy, July 30, 1923. Conservator of Forests.

ENDERS are hereby invited for the service named in the schedule hereunder for the period of one or two or three years, commencing from October 1, 1923.

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

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

Tenders should be marked "Tender for in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later

than midday on August 21, 1923.

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

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

The successful tenderer will be required to furnish cash security according to the schedule hereunder, and to sign the bond given in the tender for the due fulfilment of the contract; also to furnish with each tender a letter 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.

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

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 or the whole of it for one,

two, or three years.

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

12. Any further information can be obtained on application to the Principal Civil Medical Officer and Inspector-

General of Hospitals, Colombo.

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

Colombo, July 27, 1923.

Schedule referred to.

Service.

Tender Deposit. Security.  $\mathbf{Rs.}$ Rs.

Supply of calves on hire for vaccination to the Government Vaccine Establishment at Kanatta...

150 .. 300

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

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

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

4 Tenders should be marked "Tender for Diets, —— Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not

later than midday on August 21, 1923.

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

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

If required, samples must be deposited.

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

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

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

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

year or any portion thereof.

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

13. Any further information can be obtained on application to the Principal Civil Medical Officer and

Inspector-General of Hospitals, Colombo.

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

Colombo, July 31, 1923.

SCHEDULE REFERRED TO.

Services.

Tender
Deposit. Security.
Rs. Rs.

Supply of uncooked provisions, without milk, to the following Institution—

(1) Kanatta Infectious Diseases Hospital 250 .. 500

TENDERS are hereby invited for the service named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1923.

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 Purchase of Coconut, Leper Asylum, Hendala," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on August 21, 1923.
- 5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Principal Civil Medical Officer and Inspector General of Hospitals, Colombo, and no tender will be considered, unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.
- 6. A cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tended, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Principal Civil Medical Officer's Office.

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

security.

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

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 or the whole of it for one, two, or three years.

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

12 Any further information can be obtained on application to the Principal Civil Medical Officer and

Inspector-General of Hospitale, Colombo.

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

A 3

Colombo, July 27, 1923.

Schedule referred to.

Service.

Service.

Purchase of coconuts, Leper Asylum, Rs. Rs.

Hendala

Tender

Deposit. Security.

Rs. Rs.

100

1658

TENDERS are hereby invited for the service named in the schedule hereunder for the period of one or two or three years, commencing from October 1, 1923.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Principal Civil

Medical Officer, Colombo.

Tenders should either be deposited in the tender box in the Office of the Principal Civil Medical Officer or be sent

through the post.

Tenders should be marked "Tender for Rattaning, Furniture," in the left hand top corner of the envelope, and should reach the Office of the Principal Civil Medical Officer not later than midday on August 21, 1923.

The tenders are to be made upon forms which will be supplied upon application at the Office of the Principal Civil Medical Officer, 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.

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

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

amount deposited for tender forms will be transferred to security account.

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

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 or the whole of it for one,

two, or three years.

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

12. Any further information can be obtained on application to the Principal Civil Medical Officer and Inspector-

General of Hospitals, Colombo.

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

Colombo, July 27, 1923.

Schedule referred to.

Tender Service. Deposit. Security. ÎЯs. Rs. Rattaning furniture of Medical Insti-50

tutions in Colombo ..

## VITAL STATISTICS.

# Registrar-General's Health Report of the City of Colombo for the Week ended July 28, 1923.

Births.—The total births registered in the city of Colombo in the week were 99 (8 Burghers, 59 Sinhalese, 14 Tamils, 14 Moors, 2 Malays, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1923, viz., 250,431) was 20.6, as against 27.9 in the preceding week, 24.0 in the corresponding week of last year,

and 27:9 the weekly average for last year.

Deaths.—The total deaths registered were 174 (I European, 7 Burghers, 99 Sinhalese, 33 Tamils, 23 Moors, 7 Malays, and 4 Others). The death-rate per 1,000 per annum was 36.2; as against 34.6 in the previous week, 34.1 in the corresponding week of last year, and 31.2 the weekly average for last year.

Infantile Deaths.—Of the 174 total deaths, 40 were of infants under one year of age, as against 41 in the preceding week, 35 in the corresponding week of the previous year, and 33 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 11.

Principal Causes of Death.—1. (a) Eighteen deaths from Pneumonia were registered, 5 in Maradana hospitals (including 1 death of a non-resident), 4 in Kotahena North, 3 in Kotahena South, 2 in Maradana South, and I each in San Sebastian, New Bazaar, Maradana East, and Slave Island, as against 20 in the previous week, and 22 the weekly average for last year.

(b) Five deaths from Influenza were registered, 2 in St. Paul's, and 1 each in Kotahena South, Maradana North,

and Kollupitiya, as against 6 in the previous week, and 6 the weekly average for last year.

(c) Two deaths from Bronchitis were registered, 1 each in St. Paul's and New Bazaar, as against 5 in the previous week, and 4 the weekly average for last year.

2. Thirteen deaths from *Phthisis* were registered, 7 in Maradana hospitals (including 2 deaths of non-residents), 2 in Maradana North, and 1 each in St. Paul's, San Sebastian, New Bazaar, and Slave Island, as against 14 in the previous week, and 12 the weekly average for last year.

3. Eight deaths from *Plague* were registered, 7 at the *Infectious Diseases* hospital in Wellawatta North and 1 in Pettah, as against nil in the previous week, and 2 the weekly average for last year.

4. Six deaths from *Enteric Fever* were registered, 3 in Maradana hospitals, and 1 each in St. Paul's, Kotahena

North, and New Bazaar; as against 5 in the previous week, and 4 the weekly average for last year.

5. Thirteen deaths were registered from Debility, 10 from Infantile Convulsions, 8 from Enteritis, 7 each from

Diarrhæa and Dysentery, 3 from Tetanus, 1 each from Worms and Puerperal Septicæmia, and 72 from Other Causes.
6. Ten cases of Chickenpox, 9 of Enteric Fever, 2 of Measles, and 2 of Plague were reported during the week, as

against 12, 16, 6, and 3, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 78.9°, against 80.2° in the preceding week and 81.1° in the corresponding week of the previous year. The mean atmospheric pressure was 29.857 in., against 29.835 in. in the preceding week and 29.885 in. in the corresponding week of the previous year. The total rainfall in the week, was 6.50 in., against 2.88 in. in the preceding week, and 0.31 in. in the corresponding week of the previous year.

Registrar-General's Office, Colombo, July 31, 1923.

FRED. L. ANTHONISZ, for Registrar-General.

# UNOFFICIAL ANNOUNCEMENTS.

ASSOCIATION OF MACY COCQ & MENNELL, LIMITED. EMORANDUM OF

The name of the Company is MACY COCQ AND MENNELL, LIMITED. જૂબ 1.

- The registered office of the Company will be situate in Colombo, Ceylon.
- The objects for which the Company is established are

(a) To carry on in Ceyfon or elsewhere all or any of the following businesses, that is to say:—Merchants, est agents, commission agents, exporters, importers, and brokers of all kinds of produce and merchandise, dealers in produce and merchandise generally, forwarding agents, traders, capitalists, financiers, and concess onaires and to undertake, carry on and execute all kinds of financial, commercial trading, and other operations, and to carry on any other business which may seem to be capable of being conveniently carried on in connection with any of those objects, or calculated, directly or indirectly, to enhance the value of, or facilitate the realization of, or render profitable, any of the Company's property or rights.

To carry on the business of tea, coffee, coconut, cocoa, and rubber planters in all their branches, and manufacturers of rubber and rubber goods in all the branches of such businesses, and to grow, produce, prepare, manufacture, and render marketable tea, coffee, cocoa, coconuts, cardamoms, cinchona, rubber, and every kind of produce, and to buy, sell, dispose of, export, and deal in the same in any manner, either by wholesale or

retail, in any part of the world.

(c) To advance, deposit, or lend money, securities, and property, to or with such persons and on such terms as may seem expedient, to discount, buy, sell, and deal in bills, notes, warrants, coupons, and other negotiable or transferable securities or documents.

(d) To purchase or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of, and deal with property and rights of all kinds, and in particular, tea and coffee, coconut. cocoa, and rubber gardens and estates, stores, factories, rail and tramways, lands, mortgages, debentures, produce, merchandise, metals, minerals, concessions, options, contracts, patents annuities, licences, stocks, shares, bonds, policies, book debts, business concerns and undertakings and claims, privileges and choses in action of all kinds.

(e) To subscribe for, conditionally or unconditionally, to underwrite, issue on commission or otherwise, take, hold deal in, and convert stock and shares in any company in which the liability of the members shall be limited to the amount of their shares or stock, and securities of all kinds, and to enter into partnership or into any arrangement for sharing profits, union of interest, rec:procal concession, or co-operation with any person, partnership, or company, and to promote and aid in promoting, constitute, form or organize companies, syndicates, or partnerships of all kinds, for the purpose of acquiring and undertaking any property and liabilities of this Company, or of advancing, directly or indirectly, the objects thereof, or for any other purpose which the Company may think expedient.

(f) To purchase or by other means acquire, and protect, prolong, and renew in Ceylon or elsewhere any patents, patent rights, brevets d'invention, licenses, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under, or grant licenses or privileges in respect of the same, and in improving or seeking to improve any patents, inventions,

or rights which the Company may at any time acquire or propose to acquire.

To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the business which this Company is authorized to carry on, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limited competition, or for mutual assistance with any such person, firm, or company.

(h) To borrow, raise, guarantee, or become liable or responsible for money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital.

(i) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments, and to undertake obligations of every kind and description as may from time to time be considered desirable in the interests of the Company, and in particular to guarantee the performance of contracts or other engagements.

(j) To enter into any arrangements with any Governments, or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that seem conducive to the Company's objects or any of them, and to obtain from any such Government authority, corporation, company, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise. and comply with any such charters, contracts, decrees, rights, privileges, and concessions.

(k) To act as agents, attorneys, brokers, or trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, attorneys,

brokers, sub-contractors, or others.

(1) To remunerate any person, firm, or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares, debentures, debenture stocks, or securities of the Company credited

as paid up in full or in part or otherwise.

(m) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of this Company.

To support and subscribe to any exhibition or benevolent, charitable, or public object, and to establish support and aid any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.

(o) To sell, lease, exchange, let on hire, or otherwise dispose of the whole or any part of the undertaking of the Company, and all or any real or personal property, concessions, rights, privileges, or easements for the time being held by or on behalf of the Company, either together or in portions, for such considerations as the Company may think fit.

(p) To distribute among the members of the Company in kind any property of the Company, and in particular any shares, debentures, debenture stock, or securities of other companies belonging to this Company, or of

which this Company may have the power of disposing.

(q) To pay for any real or personal property or assets of any kind which may at any time be acquired by the Company, or for any services which may at any time be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company either in money or in shares, or debentures, or debenture stock or obligations of the Company, or partly in one way and partly in another, or in any other way with power to issue any shares either fully or partially paid up for such purpose.

(r) To accept as consideration for the sale or disposal of any real or personal property or assets of any kind which may at any time be sold or disposed of by the Compay, or in discharge of any other consideration to be received by the Company either money or the shares (whether wholly or partly paid up) of any company in Ceylon, India, Great Britain, or abroad, or the mortgages, debentures, or obligations of any company or person, or partly

one and partly another.

- (s) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- The liability of the members is limited. 4.

The nominal capital of the Company is One hundred and Five thousand Rupees (Rs. 105,000), divided into Seven thousand shares of Fifteen Rupees (Rs. 15) each, with power for the Company to increase or reduce the same. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being.

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

Name and Address	es of Subsci	ribers.		_,	of Shares taken ch Subscriber.
C. H. RCoco, Colombo		• •			One
H. G. GREENHILL, Colombo		•		••	One
H. RUTLEDGE, Colombo		• •		••	One
A. DUNCUM, Colombo	• •	• •		. •.•	One
ROBERT FORD, Colombo				• •	One
C. B. WRATTEN, Colombo	• •		•		One
W. K. S. HUGHES, Colombo	••	· · ·	••	••	One
•		Total	number of Share	s taken	Seven

Witness to the above seven signatures at Colombo, this Seventh day of June, 1923:

SYDNEY JULIUS, Proctor, Supreme Court, Colombo.

#### ASSOCIATION OF MACY COCQ & MENNELL, LIMITED. ARTICLES OF

#### PRELIMINARY.

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

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

2. In these Articles, unless the context otherwise requires-

The "Ordinance" shall mean "The Joint Stock Companies' Ordinance, 1861," and every other Ordinance incorporated therewith or which may from time to time be in force in Ceylon concerning Joint Stock Companies, and

which may apply to the Company.

The "Company" means "Macy Cocq & Mennell, Limited."

The "Register" shall mean the Register of the Members to be kept as required by section 19 of "The Joint Stock Companies' Ordinance, 1861," or any statutory modification thereof.

"Month" shall mean calendar month.

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

"The Directors" shall mean the Directors of the Company for the time being, and include "alternate Directors."

"Secretary" shall include any person appointed to perform the duties of Secretary temporarily. "Dividend" includes bonus.

Words which have a special meaning assigned to them in the Statutes shall have the same meaning in these presents. Words importing the singular number only shall include the plural, and the converse shall also apply.

Words importing males shall include females. Words importing individuals shall include corporations.

- 3. No part of the funds of the Company shall be employed in the purchase of or in loans upon the security of the Company's shares.
- 4. It shall be lawful for the Company to pay commission to any person in consideration of his subscribing or agreeing to subscribe, whether absclutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company to any amount not exceeding 10 per cent, of the nominal amount of the shares in each case subscribed or to be subscribed.

#### CAPITAL.

5. The initial capital of the Company shall be One hundred and Five thousand Rupees (Rs. 105,000), divided into 7,000 shares of Fifteen Rupees (Rs. 15) each.

#### SHARES AND CERTIFICATES.

6. The shares, except when otherwise provided, shall be under the control of the Directors, who may at any time issue any unissued shares either at par or at a premium, and allot and dispose of the same to such persons on such terms and in such manner as they think fit. Provided, however, that such unissued shares first be offered by the Directors to such members as at the date of the offer are entitled to receive notices from the Company of General Meetings in the proportions and in manner provided by clause 47 of these Articles with regard to new shares. The Directors, however, may allot any unissued shares to the vendor or vendors of any properties or assets which may be acquired by the Company in payment or part payment of the purchase price of any such properties or assets, or to any person or persons as remuneration for work done for or services rendered to the Company without first offering same to the members.

7. The Company may make arrangements on the issue of shares for a difference between the holders of such shares

in the amount of calls to be paid and in the time of payment of such calls.

8. The Company shall be entitled to treat the person whose name appears upon the register in respect of any share as the absolute owner thereof, and shall, except as ordered by a court of competent jurisdiction, or as by Ordinance required, not be under any obligation to recognize any trust or equity or equitable claim to or interest in such share whether or not it shall have express or other notice thereof.

Every member shall be entitled, without payment, to one certificate, specifying the share or shares held by him, with the distinctive numbers thereof and the amount paid up thereon, or to several certificates each for one or more shares. Such certificate or certificates shall be delivered to the member within two months after the allotment orregistration of the

transfer, as the case may be, of such share of shares.

10. If any certificate be defaced, worn out, lost, or destroyed, it may be renewed on payment of One Rupee or such less sum as the Directors may prescribe, and the person requiring the new certificate shall surrender the defaced or worn out certificate, or give such evidence of its loss or destruction and such indemnity to the Company as the Directors think fit.

#### JOINT HOLDERS OF SHARES.

- 11. Where two or more persons are registered as the holders of any shares, they shall be deemed to hold the same as joint tenants with benefit of survivorship, subject to the provisions following:-
  - (a) The Company shall not be bound to register more than three persons as the holders of any share.

(b) The joint holders of any share shall be liable, severally as well as jointly, in respect of all payments which ought

to be made in respect of such share.

(c) On the death of any one of such joint holders, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to such share; but the Directors may require such evidence of death as they may deem fit.

(d) Any one of such joint holders may give effectual receipts for any dividend, bonus, or return of capital payable

to such joint holders.

(e) Only the person whose name stands first in the register of members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share, or to receive notices from the Company, and any notice given to such person shall be deemed notice to all the joint holders.

#### CALLS ON SHARES.

12. The Directors may, from time to time, make such calls as they think fit upon the members in respect of all moneys unpaid on their shares, and each member shall, subject to receiving fourteen days' notice at least specifying the time and place for payment, pay the amount of calls so made to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

13. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such

call was passed.

- 14. If the call payable in respect of any share or any instalment be not paid before or on the day appointed for payment thereof, the holder for the time being of such share shall be liable to pay interest for the same at such rate, not exceeding 10 per centum per annum, as the Directors shall determine from the day appointed for the payment of such call or instalment to the time of actual payment; but the Directors may, if they shall think fit, remit the payment of such interest or any part thereof.
- 15. If by the terms of issue of any shares or otherwise any amount is made payable at any fixed time or by instalments at any fixed times, such amount or instalment shall be payable as if it were a call duly made by the Directors, and of which due notice had been given; and all provisions hereof with respect to the payment of calls and interest thereon, or to the forfeiture or shares for non-payment of calls, shall apply to such amount or instalments and the shares in respect of
- which they are payable.

  16. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of money so paid in advance the Directors may the moneys uncalled or unpaid upon any shares held by him; and upon the money so paid in advance the Directors may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding without the sanction of the Company in General Meeting 6 per cent.) as may be agreed upon between the member paying the sum in advance and the Directors.

#### TARNSFER OF SHARES.

17. The instrument of transfer of any share in the Company shall be in writing, and shall be executed both by the transferor and transferee, and duly attested, 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.

Shares in the Company shall be transferred in the following form, or in any usual or common form of which the Directors shall approve:

I, A. B., of \_\_\_\_\_, in consideration of the sum of \_\_\_\_\_ paid to me by C. D., of \_\_\_\_\_ called "the said transferee"), do hereby transfer to the said transferee share (or shares) numbered \_\_\_\_ undertaking called "MACY Cocq & MENNELL, LIMITED," to hold unto the said transferee, his executors, administrators, and assigns, subject to the several conditions on which I hold the same; and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid.

As witness our hands the -– day of — ——**,** 19—. Signed by the above-named --, in the presence of -

A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor; but save as aforesaid, and save as provided by clause 25 hereof, no share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership is willing to purchase the same at the fair value.

20. Except where the transfer is made, pursuant to clause 19 hereof the person proposing to transfer any shares (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 at which he is willing to sell the same, and shall constitute the Company his agent for the sale of the share to any member of the Company or person selected as aforesaid at the price so fixed. 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.

21. If the Company shall be unable to find a member or person selected as aforesaid willing to purchase the share at the price fixed by the proposing transferor, the Company may have the fair value of the share fixed by the auditor in

accordance with these Articles, and may call on the proposing transferor to elect within a period of 14 days from the date of such notice whether he will sell such share at the price so fixed, and the proposing transferor shall within such period elect by notice in writing served on the Company whether he will sell such share at the fair value fixed as aforesaid or retain such share, and if he fail to notify the Company within such period as aforesaid, he shall be deemed to have elected to retain

such share.

22. If the Company shall within a space of 60 days after being served with the transfer notice find a member or person selected as aforesaid willing to purchase the share at the price fixed by the proposing transferor, or if (in case of the fair value of the share being fixed by the auditor as provided in clause 21 hereof, and the proposing transferor electing to sell such share at the fair value so fixed), the Company shall within a space of 60 days after being served with such notice of election find a member or person selected as aforesaid willing to purchase the share at such fair value, and shall give notice thereof to the proposing transferor he shall be bound upon payment of the price fixed by him or such fair value as the case may be to transfer the share to the member or person selected by the Company as aforesaid (hereinafter called the purchasing member).

23. A certificate in writing signed by the auditor stating the sum which in his opinion is the fair value of any such

share as aforesaid shall be final and conclusive as to the fair value of such share.

24. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share of 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.

If the Company shall not within a space of 60 days after being served with the transfer notice, or within 60 days of service of the notice of election under clause 21 hereof, as the case may be, find a member or person selected as aforesaid willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months thereafter be at liberty, subject to clause 28 hereof, to sell and transfer the share or shares (or those not placed by the Company) to any person and at any price not being less than the price fixed by the proposing transferor under clause 20 hereof or the fair value fixed under clause 21 hereof as the case may be. If, however, the proposing transferor shall have elected to retain the share as provided by clause 21 hereof, he shall not be entitled to sell the same without first giving a fresh transfer notice in accordance with the provisions of clause 20 hereof.

26. Any share of a deceased member may, subject to clauses 28 and 29 hereof, be transferred by his executors or administrators to any person to whom such deceased member may have specifically bequeathed the same, and any such share or any share devolving on death on the personal representatives of a deceased member shall be subject to the same

restrictions as regards transfer as the share was subject to in the hands of the deceased member.

27. The Company in General Meeting may make and from time to time vary rules as to the mode in which any shares specified in any transfer notice given to the Company pursuant to clause 20 hereof 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, every such share shall be determined by lots drawn

in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

28. The Transfer Books and Register of Members may be closed during such times as the Directors think fit, not exceeding in the whole twenty-one days in each year. The Directors may decline to recognize any instrument of transfer unless (a) a fee not exceeding Two Rupees is paid to the Company in respect thereof and (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may require to prove the title of the transferr or his right to transfer the shares. All instruments of transfer which shall be registered shall be retained by the Company. The Directors may authorize the registration of transfers without the necessity of any meeting of the Directors being held for that purpose.

29. No share shall in any circumstances be transferred to any infant, bankrupt, or person of unsound mind.
30. The instrument of transfer of a share shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of members in respect thereof.

31. The Directors may decline to register a transfer of any shares upon which the Company has a lien, and may refuse to register a transfer of any shares to a transferee of whom they do not approve without assigning any reason therefor.

#### TRANSMISSION OF SHARES.

32. On the death of any member (not being one of several joint holders of a share) the executors or administrators

of such deceased member shall be the only persons recognized by the Company as having any title to such share.

33. Any person becoming entitled to shares in consequence of the death, bankruptcy, or insolvency of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, with the consent of the Directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares, or may, subject to the regulations as to transfers

obligation to give, to registered as a first first first shares, or may, subject to the registered as a transfer such shares.

34. A person becoming entitled to a share by reason of the death, bankruptcy, or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to

exercise any right conferred by membership in relation to meetings of the Company.

## FORFEITURE OF SHARES AND LIEN.

35. If any member fail to pay any call or instalment on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid, together with interest accrued and any expenses incurred by reason of such non-payment.

36. The notice shall name a further day on or before which such call or instalment, and all interest accrued and expenses incurred by reason of such non-payment are to be paid, and it shall also name the place where payment is to be

made, such place being either the registered office, or some other place at which calls of the Company are usually made payable. 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 such call or instalment is payable will be liable to forfeiture.

If the requisitions of any such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may, at any time thereafter before payment of all calls or instalments, interests, and expenses due in

respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

Any shares so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture as the Directors think fit; or the Directors may, at any time before such shares are disposed of, annul the forfeiture upon such terms as they may approve.

Any member whose shares have been forfeited shall notwithstanding be liable to pay the Company all calls and instalments owing upon such shares at the time of forfeiture, together with interest thereon, at such rate not exceeding 10 per centum per annum as the Directors shall appoint, down to the date of payment; but the Directors may, if they

shall think fit, remit the payment of such unpaid calls or interest or any part thereof.

When any shares have been forfeited, an entry shall forthwith be made in the Register of Members of the Company recording the forfeiture and the date thereof, and so soon as the shares so forfeited have been disposed of an

entry shall also be made of the manner and date of the disposal thereof.

41. The Company shall have a first and paramount lien upon all shares held by any member of the Company (whether alone or jointly with other persons), and upon all dividends and bonuses which may be declared in respect of such shares for all debts, obligations, and liabilities of such member (whether solely or jointly with any other person or persons, and whether such other person or persons shall be a member or members or not) to or with the Company, and whether the period of payment, fulfilment, or discharge thereof shall actually have arrived or not.

The Directors may serve upon any member who is indebted or under obligation to the Company a notice requiring him to pay the amount due to the Company or satisfy the said obligation, and stating that if payment is not made, or if the said obligation is not satisfied within a time (not being less than fourteen days) specified in such notice, the shares held by such member will be liable to be sold; and if such member shall not comply with such notice within the time aforesaid, the Directors may sell such shares without further notice.

43. Upon any sale being made by the Directors of any shares to satisfy the lien of the Company thereon, the proceeds shall be applied—first in the payment of all costs of such sale; next in satisfaction of the debts or obligations of the member of the Company; and the residue (if any) shall be paid to the said member or as he shall direct.

44. An entry in the Minute Book of the Company of the forfeiture of any shares, or that any shares have been sold to satisfy a lien of the Company, shall be sufficient evidence as against all persons entitled to such shares that the said shares were properly forfeited or sold; and such entry and the receipt of the Company for the price of such shares shall constitute a good title to such shares, and the name of the purchaser shall be entered in the register as a member of the Company, and he shall be entitled to a certificate of title to the shares, and shall not be bound to see to the application of the purchase money. The remedy of the former holder of such shares, and of any person claiming under or through him, shall be against the Company and in damages only.

#### ALTERATION OF CAPITAL.

45. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital by the issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the resolution shall prescribe.

The new shares shall be issued upon such terms and conditions, and with such rights, priorities, privileges, or restrictions as the resolution sanctioning the increase of capital shall direct, and if no such direction be given as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.

- 47. Subject to any direction to the contrary that may be given by the resolution sanctioning the increas of capital, all new shares shall, before issue, be offered to such members as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion, as nearly as the circumstances admit to the amount of the existing shares to which they are entitled. Such offer shall be made by notice, specifying the number of shares offered 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 person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. tors may likewise so dispose of any new shares which by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article. The Directors may also allot any new shares to the vendor or vendors of any properties or assets which may be acquired by the Company in payment or part payment of the purchase price of any such properties or assets, or to any person or persons as a payment of the purchase price of any such properties or assets, or to any person or persons as remuneration for work done for or service rendered to the Company without first offering some to the members.
- Any capital raised by the creation of new shares shall, unless otherwise provided by the conditions of issue 48. be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls and the forfeiture of shares on non-payment of calls, transfer, and transmission of shares, lien, or otherwise, as if it has been part of the original capital.

The Company may by special resolution—

(a) Consolidate its shares or any of them into shares of a larger amount than its existing shares.

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

(d) Reduce its capital in any manner allowed by law.

#### MODIFICATION OF RIGHTS.

50. Whenever the capital is divided into different classes of shares, the rights and privileges attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of the three-fourths of the issued shares of that class, or with the sanction of a resolution passed at a separate General Meeting of the holders of the shares of the class by a majority consisting of not less than three-fourths of the votes given upon the resolution. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall; mutatis mutandis, apply, but so that at every such separate General Meeting the quorum shall be a person or persons holding or representing by power of attorney or proxy three-quarters of the issued shares of the class.

#### BORROWING POWERS.

51. The Directors may from time to time borrow from bankers or others for the temporary purposes of the Company by way of bills, overdrafts, cash cred ts on the security of goods or produce, or by any other usual means of obtaining trading accommodation such sum or sums of money as they in their discretion shall consider necessary or desirable for the

proper and convenient administration of the Company's finances.

In addition to the moneys so borrowed under the preceding clause the Directors may, from time to time, at their discretion, raise or borrow money from the Directors or other persons for the purposes of the Company, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the assets and property of the Company (present or future), including its uncalled or unissued capital, and may issue bonds, debentures, or cebenture stock either charged upon the whole or any part of the assets and property of the Company or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time under the provisions of this clause shall not with out the consent of the Company in General Meeting exceed the amount of the share capital of the Company for the time being issued or agreed to be issued. Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

Any debentures, debenture stocks, bonds, or other securities may be issued at a discount, premium, or otherwise, and with any special privileges as to redemption, surrender, drawings, allotments of shares, attending and voting at

General Meetings of the Company, appointment of Directors, and otherwise.

54. The Register of Mortgages shall be open to inspection by any creditor or member of the Company without payment, and by any other person on payment of the sum of Cne Rupee for each inspection.

A register of the holders of the debentures of the Company shall be kept at the registered office of the Company, and shall be open to the inspection of the registered holder of any such debentures and of any holder of shares in the Company at any time between the hours of two and four in the afternoon. The Directors may close the said register for such period or periods as they think fit, not exceeding in the aggregate twenty-one days in each year.

#### GENERAL MEETINGS.

The First General Meeting shall be held at such time not being more than twelve months after the incor-.56.

poration of the Company, and at such place as the Directors may determine.

57. 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 other time or place is prescribed at such time and place as may be determined. mined by the Directors.

58. The General Meetings referred to in the last preceding clause shall be called Ordinary Meetings; all other

meetings of the Company shall be called Extraordinary Meetings.

59. The Directors may, whenever they think fit, and they shall upon a requisition made in writing by the holders of not less than one-tenth of the issued capital of the Company, convene an Extraordinary General Meeting of the Company.

60. Any requisition so made shall express the object of the meeting proposed to be called, and shall be sent to the

registered office of the Company.

61. If the Directors do not proceed to convene a meeting within twenty-one days from the date of the requisition being so deposited, the requisitionists may themselves convene the meeting. In the case of an Extraordinary Meeting convened by the requisitionists under the preceding clause, three months' notice shall be given to the members specifying the place, day, and hour of the meeting and the business to be transacted thereat, and no business other than that stated in the requisition as the objects of the meeting shall be transacted.

#### PROCEEDINGS AT GENERAL MEETINGS.

63. Except in the case of meetings called to consider a special resolution, seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given), specifying the place, the day, and the hour of n eeting shall be given to the members in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Company in General Meeting; but the accidental omission to give notice to any member, or the non-receipt by any member of such notice, shall not invalidate the proceeding at any General Meeting. In the case of meetings called to consider a special resolution, three months' notice at the least shall

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 consider the accounts and balance sheets and the reports of the Directors and auditors, to elect Directors in place of those retiring, to elect auditors and fix their remuneration and to sanction a dividend, and shall also be competent to enter upon, discuss, and transact any other business

of which special mention shall have been made in the notice or notices convening the meeting.

of which special mention shall have been made in the notice or notices convening the meeting.

65. No business shall be transacted at any General Meeting, except election of a Chairman, the declaration of a dividend, or the adjournment of the meeting, unless a quorum of members is present at the time when the meeting proceeds to business; and such quorum shall consist of not less than two Members present personally or by proxy or attorney.

66. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon the requisition of members, shall be dissolved. 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 be not present, those members who are persent shall be deemed to be a quorum, and may do all business which a full quorum might have done.

67. The Chairman (if any) of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman, or if at any meeting he be not present within fifteen minutes after the time

- Company. If there be no such Chairman, or if at any meeting he be not present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of the Directors present to be Chairman; or if no Director shall be present and willing to take the Chair, the members present shall choose one of their number to be Chairman.
- Chairman.

  68. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time and from place to place; but no business shall be transacted at any adjourned n eeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-one days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

  69. At any General Meeting every question shall be decided in the first instance by a show of hands; and unless a poll be demanded in the case of a special resolution by at least five persons entitled to vote, or in any other case by one or more members or any attorney or attorneys representing one or more members holding or representing not less than one-
- more members or any attorney or attorneys representing one or more members holding or representing not less than onetenth of the capital of the Company, or be directed by the Chairman a declaration by the Chairman that a resolution has been carried or not carried or not carried or not carried by a particular majority, and an entry to that effect in the Book of Proceedings of the Company, shall be conclusive evidence of the facts, without proof, of the number or proportion of the votes recorded in favour of or against such resolution.

- If a poll be demanded or directed in the manner above mentioned, it shall be taken at such time and in such manner as the Chairman may appoint, and the result of such poll shall be deemed to be the resolution of the Company in General Meeting. In the case of an equality of votes at any General Meeting, whether upon a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote, the Chairman shall determine the same, and such determination made in good faith shall be final and
- conclusive.

  71. A poll demanded upon the election of a Chairman or upon a question of adjournment shall be taken forthwith.

  Any business other than that upon which a poll has been demanded may be preceded with pending the taking of the poll.

#### VOTES OF MEMBERS.

72. Upon a show of hands every member present in person shall have one vote only. Where a member is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such member on a show of hands. Upon a poll every member present in person or by proxy or attorney shall have one vote for every share held by him upon which there are no calls in arrear.

73. If any member be a lunatic or idiot he may vote by his committee, or other legal curator.

74. No member shall be entitled to vote at any General Meeting unless all calls due from him have been paid, and no member shall without the consent of the Directors, which they shall be under no obligation to give, be entitled to vote in respect of any shares that he has acquired by transfer at any meeting held after the expiration of three months from the incorporation of the Company, unless he has been possessed of the shares in respect of which he claims to vote for at least three months previously to the time of holding the meeting at which he proposes to vote.

75. Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by propay in respect of such share as if he were solely entitled thereto: and if more than one of such share as if he were solely entitled thereto: and if more than one of such share as if he were solely entitled thereto: and if more than one of such share as if he were solely entitled thereto: and if more than one of such share as if he were solely entitled thereto: and if more than one of such share as if he were solely entitled thereto: and if more than one of such share as if he were solely entitled thereto:

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 whose name stands

first on the register in respect of such share shall alone be entitled to vote in respect thereof.

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

77. The instrument appointing a proxy shall be in writing under the hand of the appointor, or of his attorney duly authorized in writing, or if such appointor be a corporation either under its common seal or under the hand of an officer or attorney so authorized. No person shall be appointed a proxy, who is not a member of the Company and qualified to vote, but this provision shall not apply to an attorney under a power of attorney: Provided always that a corporation being a member of the Company may appoint any one of its officers to be its proxy, and the person so appointed may attend and vote at any meeting, and exercise the same functions on behalf of the corporation which he represents as if he were an individual Shareholder.

78. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the share in respect of which the vote is given; provided no intimation in writing of the death, revocation, or transfer shall have been received at the office before the

- meeting. 79. 79. The instrument appointing a proxy, and the power of attorney or other authority (if any) under which it is signed, or under which the attorney of any member proposes to represent such member at any meeting, or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Company not less than forty-eight hours before the time fixed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument is authorized to vote, and in default the instrument of proxy or power of attorney shall not be treated as valid.
- 80. An instrument appointing a proxy shall be in the following form, or in any other form of which the Directors shall approve :-

#### Macy Cocq & Mennell, Limited.

\_\_\_\_\_, of \_\_\_\_\_, being a member of Macy Coco & Mennell, Limited, hereby appoint, \_\_\_\_\_ of \_\_\_\_ of the Company) as my proxy 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 -—, and at any adjournment thereof.
day of, One thousand Nine hundred and thousand Nine hundred and -As witness my hand this -

#### DIRECTORS.

81. Until otherwise determined by a General Meeting, the number of the Directors shall not be less than two or more than five.

82. The first Directors shall be Oliver Macy and Charles Henry Roosmale Cocq who shall hold office until the

first Ordinary General Meeting of the Company when they shall all retire, but shall be eligible for re-election.

- 83. The Directors shall have power from time to time to appoint any other persons to be Directors either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above, and so that no such appointment shall be effective unless all of the then Directors concur therein.
  - A Director need not be a Shareholder.

85. A Director may hold any other office under the Company in conjunction with the office of Director except that of auditor.

86. There shall be paid to the Directors (other than the Managing Director) as remuneration for their services as Directors such sum as the Company in General Meeting shall from time to time determine, and such remuneration shall be divided among them in such proportions and manner as the Directors may determine, and in default of determination among them equally.

#### POWERS OF DIRECTORS.

Each Director shall have the power from time to time to nominate and appoint any person to act as an alternate Director in his place, and at his discretion to remove such alternate Director, and such appointee whilst he holds his office as an alternate Director shall be entitled to, notice of meetings of the Directors and to attend and vote thereat accordingly, and generally to exercise all the rights and functions of such absent Director, subject to the limitations and restrictions in the instrument appointing him, but he shall not be entitled to any remuneration, and he shall ipso facto vacate office if and when the appointor resumes his duties as a Director, or removes the appointee from office, and any remineration appointment and received under this clause may be made by notice in writing under the hand of the Director. nomination, appointment, and renewal under this clause may be made by notice in writing under the hand of the Director making the same, or by telegram, cable, or wireless telegraphy, and shall take effect as soon as the instrument in writing, telegram, cable, or wireless cable shall be received at the registered office of the company.

The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or Managing Directors, with the assistance of an Agent or Agents, Secretary or Secretaries of the Company to be appointed by the Directors, for such a period and on such terms as they shall determine, and the Directors shall day 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 registration of the Company, and in and about the valuation, purchase, and acquisition of the said businesses and properties, and otherwise in or about the working and business of the Company. The whole of the direction and control of the business of the Company shall be conducted in Ceylon, and no person shall act in any manner as a Director while resident temporarily or otherwise outside Ceylon, execpt that an absent Director shall have the power to sign accounts

and balance sheets:

The Directors shall have power to make, and may make such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance, or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make Ordinance, or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, 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, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

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

regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been

valid if such regulations had not been made.

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.

91. 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.

92. The Directors shall have power to open from time to time on behalf of the Company any account or accounts with such bank of 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.

33. It shall be lawful for the Directors, if authorized so to do by a special resolution of the Company in General Meeting, to arrange terms for the smallamation 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 amalgamations, 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.

94. In furtherance and not in limitation of, and without prejudice to, the general powers conferred or implied in any of the preceding clauses, and of the other powers conferred by these presents, it is hereby expressly declared that the

Directors shall have the powers following (that is to say) :-

(a) To purchase or take on lease premises suitable for the business of the Company, and generally to purchase or otherwise acquire for the Company any property, rights, or privileges which the Company is authorized to acquire, at such price and generally on such terms and conditions as they think fit; and to execute any mortgage 108 1 10 of the said premises or other property of the Company for securing any loan and interest thereon on such terms as they may think fit, and to exercise all borrowing powers of the Company.

(b) At their discretion to pay for any rights acquired by or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company; and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon.

- (c) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its uncalled capital for the time being, or in any other manner as they may think fit.
- as they may think nt.

  (d) To accept from any member, on such terms and conditions as shall be agreed, a surrender of his shares or stock or any part thereof.
- (e) To determine who shall be entitled to sign and give on the Company's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts, and documents, and to authorize such persons or person accordingly.
  - (f) To give to any officer or servant of the Company a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and such commission or share of the profits shall be treated as part of the working expenses of the Company.
- (g) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (h) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce
- (i) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (j) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
  - To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purpose thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.

## MANAGING DIRECTORS.

95. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors for such time and at such remuneration (whether by way of salary or commission or participation in profits, or partly in one way and partly in another) as they may think fit, and a Director so appointed shall not, while holding such

office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors, but his appointment shall be subject to determination ipso facto if he shall cease from any cause to be a Director, or if the Directors shall resolve that his tenure of such office be determined:

96. The Directors may from time to time confer upon and entrust to the Managing Director or Managing Directors all or any of the powers of the Directors (excepting the power to make calls, forfeit shares, borrow money, for other than purposes of temporary finance under clause 48, or issue debentures), that they may think fit. But the exercise of all powers by the Managing Director or Managing Directors shall be subject to such regulations and restrictions as the Directors may from time to time impose, and the said powers may at any time be withdrawn, revoke, or varied.

# DISQUALIFICATION OF DIRECTORS

- 97. Subject as herein otherwise provided and to the terms of any subsisting agreement, the office of a Director shall be vacated-
  - (a) If he become bankrupt or insolvent or compound with his creditors to a continuous transition of the continuous transition of the

ic as (b). If he become of unsound mind or is found a lunatic, it and it is belonger to assert to get a transfer of the transfer of the Directors notice in writing that he resign his office. The law of the residual transfer of the law in a second of the second of the second of the second

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless prior to the doing of such act, written notice has been served upon the Directors, or an entry has been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

98. The continuing Directors may act not with standing any vacancy in their body; but if and so long as the number of Directors is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.

ROTATION OF DIRECTORS.

99. At the First Ordinary General Meeting of the Company all the Directors shall retire from office, and at the Ordinary Convent Meeting in every subsequent year one of the Directors shall retire from office, the Director to making in

Ordinary General Meeting in every subsequent year one of the Directors shall retire from office, the Director to retire in each year being the one who has been longest in office since his last election, but as between persons who became Directors on the same day the Director to retire shall (unless they otherwise agree among themselves) be determined by let. This clause, however, shall not apply to a Managing Director. The start of the contract of the start of the contract of the start of the sta

A retiring Director shall be eligible for re-election.

The Company at the Ordinary General Meeting at which any Director retires in manner aforesaid shall fill up the vacated office, and may fill up any other offices which may then be vacant by electing the necessary number of persons unless the Company shall determine to reduce the number of Directors. The Company may also, at any Extraordinary General Meeting, on notice duly given, fill up any vacancies in the office of Director, or appoint additional Directors. provided that the maximum hereinbefore mentioned be not exceeded.

102. If at any meeting at which an election of Directors ought to take place of the vacating Director be not filled up, the vacating Director shall continue in office until the Ordinary General Meeting in the next year, and so on

from time to time until his place has been filled up.

103. The Company may from time to time in General Meeting increase or reduce the number of Directors (within the limits prescribed by Article 81) and may alter their qualification, and may also determine in what rotation such increased or reduced number is to go out of office.

104. Any person appointed a Director by the Board of Directors under the provisions of Article 83 shall only retain his office until the next Ordinary General Meeting of the Company, when he shall retire, but he shall be eligible for

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

106. Seven days' previous notice in writing shall be given to the Company of the intention of any member to propose any person other than a retiring Director for election to the office of Director: Provided always that, if the members present at a General Meeting unanimously consent, the Chairman of such meeting may waive the said notice,

and may submit to the meeting the name of any person duly qualified.

#### PROCEEDINGS OF DIRECTORS. HE GOOD GROUPS IN THE TOTAL CONTROL OF C

107. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall at any time summon a meeting of the Directors. It shall not be necessary to give any notice of a meeting of Directors to any Director who is absent from Ceylon.

present at such meeting.

109. The Directors 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 deleg/h, a conform to any regulations that may be imposed on him or them by the Directors. The regulations herein contained for the meetings and proceedings of Directors shall, so far as not altered by any regulations made by the Directors, apply also to the meetings and proceedings of any Committee.

110. All acts done by any meeting of the Directors or of a Committee of Directors, or by any persons acting as Directors, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such

person had been duly appointed and was qualified to be a Director.

111. The Directors may award special remuneration out of the funds of the Company to any Director going or residing abroad in the interests of the Company, or undertaking any work additional to that usually required of Directors of a Company similar to this.

112. A resolution in writing signed by a majority of the Directors shall be as valid and effectual as if it had been

passed at a meeting of the Directors duly called and constituted.

#### MINUTES.

113. The Directors shall cause minutes to be made in books provided for the purpose-

(a) Of all appointments of officers made by the Directors.

(b) Of the names of the Directors present at each meeting of the Directors and of any Committee of the Directors. (c) Of all resolutions and proceedings at all meetings of the Company and of Directors and of Committees of

Directors.

114. The seal shall not be affixed to any instruments except in the presence of one of the Directors, and such Director shall sign every instrument to which the seal of the Company is so affixed in his presence.

#### DIVIDENDS.

115. Subject to the provisions of the Memorandum of Association and to the rights of the holders of any shares entitled to any priority, preference, or special privilege, all dividends shall be declared and paid to the members in proportion to the amounts paid up on the shares held by them respectively. No amount paid on a share in advance of calls shall while

carrying interest be treated for the purpose of this Article as paid on a share.

- 116. The Directors shall lay before the Company in General Meeting a recommendation as to the amount which they consider ought to be paid by way of dividend, and the Company shall declare the dividend (if any) to be paid, but such dividend shall not exceed the amount recommended by the Directors. Any General Meeting may direct payment of any dividend declared at such meeting, or of any interim dividends which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London or on any other foreign town, or by the distribution of specific assets, and in particular of paid up shares, debentures, or debenture stocks of the Company, or paid up shares, debentures, or debenture stocks 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 resolution; and where any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed, in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the Directors
  - No dividend shall be paid otherwise than out of the profits arising from the business of the Company

The Directors may from time to time pay to the members such interim dividends as appear to the Directors 118. to be justified by the profits of the Company.

The Directors may deduct from the dividends payable to any member all such sums of money as may be due 119.

from him to the Company on account of calls or otherwise.

120. Notice of any dividend that may have been declared shall be given to each member in the manner in which notices are given to the members. Any dividend or bonus unclaimed by any member for 3 years after notice thereof shall have been given as aforesaid may be forfeited by the Directors for the benefit of the Company, and if the Directors think fit may be applied in augmentation of the reserve fund.

121. The Company may transmit any dividend or bonus payable in respect of any share by ordinary post to the registered address of the holder of such share (unless he shall have given written instructions to the contrary), and shall not

be responsible for any loss arising therefrom.

122. No dividend shall bear interest as against the Company.

#### RESERVE FUND.

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

#### ACCOUNTS.

124. The Directors shall cause true accounts to be kept—

(a) Of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place.

(b) Of the assets and liabilities of the Company.

125. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors may determine. The Directors shall from time to time by resolution determine whether and to what extent, and at what times and places, and on what conditions, the books and accounts of the Company, or any of them, shall be open to the inspection of the members, and the members shall have only such rights of inspection as are given to them by Ordinance, or by such resolution as aforesaid.

126. A balance sheet and profit and loss account shall be made out and laid before the Company at the Ordinary General Meeting in everys har, made up to a date not more than six months before such meeting. The balance sheet shall be accompanied by a refusion the Directors upon the general state of the Company, and a recommendation as to the amount (if any) which the Directors consider ought to be paid by way of dividend, and as to the amount (if any) which they propose

to set aside as a reserve fund.

A copy of the balance sheet and report shall, seven clear days previously to such meeting, be served on every member entitled to receive notices of General Meetings in the manner in which notices are hareinafter directed to be served.

#### AUDIT.

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

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

The remuneration of the auditors other than the first shall be fixed by the Company in General Meeting, and

this remuneration may from time to time be varied by a General Meeting.

Retiring auditors shall be eligible for re-election.

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

133. Every auditor shall be supplied with a copy of the balance sheet intended to be laid before the next Ordinary General Meeting after his appointment, and it shall be his duty to examine the same with the accounts and vouchers

relating thereto, and to report thereon to the meeting, generally or specially, as he may think fit.

134. The auditor or auditors for the time being shall have a list delivered to him or them of all books kept by the Company, and he or they shall at all reasonable hours in the day time have excess to all accounts, books; and documents whatsoever of the Company for the purpose of audit.

#### INDEMNITY.

and the contract of the state of 135. Every Director, Managing Director, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses, and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant, or in any way in the discharge of his duties including travelling expenses, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company, and have priority as between the members over all other claims.

#### NOTICES.

To market a kin markanan ta baran tangan. 136. Every member shall register with the Company an address in Ceylon to which notices may be sent, and any notice required to be given to such member may be served by the Company upon such member either personally or by

sending it through the post in a prepaid letter addressed to such member at his registered address.

137. No member shall be entitled to have a notice served on him at any address outside Ceylon, and no nember who has neglected to register with the Company an address in Ceylon shall have any right to be served with any notices by the Company, and any notice published in the Ceylon Government Gazette shall be deemed to be good and sufficient

notice to such member for all purposes.

138. Any notice, if served by post, shall be deemed to have been served twenty-four hours after the letter containing the same shall have been posted; and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office or into any post box subject to the control of the Post Office.

139. Whenever 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 convened the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

#### WINDING-UP.

140. Any member, whether a Director or not, and whether alone or jointly with any other member or Director, and any person not a member, 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.

141. If the Company shall be wound up whether voluntarily or otherwise the liquidator or liquidators may, with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the af rewritten Companies (Consolidation) Act, and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

C. H. R.-Cocq,

H. G. GREENHILL.

H. RUTLEDGE.

A. DUNCUM.

ROBERT FORD.

C. B. WRATTEN.

W. K. S. HUGHES.

Witness to the above seven signatures at Colombo, this 7th day of June, 1923:

SYDNEY JULIUS, Proctor, Supreme Court, Colombo. किञ्चित 😿 हाँ है

# MEMORANDUM OF ASSOCIATION OF AUTOMOBILE OWNERS, LIMITED.

- The name of the Company is "AUTOMOBILE OWNERS, LIMITED."
- The registered office of the Company is to be established in Colombo.
- The objects for which the Company is established are

(a) To acquire and take over as a going concern the motor repairing business carried on by Emily Banning Lover, under the name, style, and firm of Lover Brothers.

To carry on the business of motor car dealers, manufacturers, and repairers in all their respective branches, and of mechanical engineers and manufacturers, importers, exporters, and dealers in implements and machinery of every description, garage keepers, metal workers, smiths, wood workers, carriage, motor, and other vehicle builders, painters, electrical engineers, carriers, merchants, and commission agents, and to buy, sell, hire, manufacture, repair, and deal in motor cars, motor cycles, and other mechanically-propelled vehicles of every description, and their accessories, machinery, implements, and materials of all kinds, and to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or otherwise calculated directly or indirectly to enhance the value of any of the Company's property

and rights for the time being.

(c) To purchase, take on lease or in exchange, hire, or otherwise acquire any movable and immovable property, and any rights or privileges which the Company may think necessary or expedient for the purpose of its business, and in particular any lands, buildings, works, easements, machinery, plant, stock-in-trade, rolling stock, warehouses, offices, and patents, inventions, privileges, monopolies, licenses, concessions or processes and the like, and any other right or powers conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention available for use in connection with any of the objects of the Company.

(d) To appoint, engage, employ, maintain, provide for and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon, and elsewhere and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

(e) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions,

(f) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory. and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise.

(g) To lease any factory or other buildings from any company or person.

(h) To enter into any agreement with any company or person for the working of any factory erected or leased as

provided in (f). It is a local transfer of the Company's business, lands, buildings, or other property or any part or parts thereof, whether in consideration of rents, money or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with, the same or any part thereof.

(j) To borrow or receive on loan money for the purpose of the Company upon the security of cash, credit bonds or of hypothecation or mortgages of the Company's property or any part or parts thereof or otherwise, as shall be thought most expedient, and in particular by the security of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including

uncalled capital), or not so charged, as shall be thought best.

(k) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or resecurities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

(1) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other

transferable or negotiable instruments for the purposes of the Company.

transferable or negotiable instruments for the purposes of the Company.

(m) To unite, co-operate, amalgaments for the purposes of the Company arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon, either in money or in the purpose of the company and to hold any charge stock or other interest in any such company and to shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company. It is a reading to the company having objects altogether or in part similar to this Company.

To acquire by purchase in money or otherwise shares or bonds in, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere

which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.

(p) To sell the property, business or undertaking of the Company, or any part or parts thereof for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other

(q) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.

(r) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

(s) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of

any other company or any part thereof.

(t) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares, or debentures or debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partially paid up for such purpose.

To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable,

estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company, in money or in shares, the shares (whether wholly or partially paid up) of any Company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly other.

(v) 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.

(w) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned, To do all such other things as snall be incidental or conductive to the appearance of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporation, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph. the Discolors in the assume, and with His

The liability of the Shareholders is limited.

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or be with a

The nominal capital of the Company is Fifty thousand Rupees (Rs. 50,000), divided into 100 ordinary shares of Rs. 500 each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

and the contraction of the contr
Names and Addresses of Subscribers.  Number of Shares taken to be be by each Subscriber.
R. R. B. Lover, Colombo. A market of the carried of the sales of the continuous and the color of the carried of
$\cup \mathbf{A}_i(\mathbf{B}_i \mathbf{B}_i,\mathbf{Lover},\mathbf{Colombo})$ is bounded in the configuration of the $\mathbf{B}_i(\mathbf{B}_i,\mathbf{Colombo})$ and $\mathbf{B}_i(\mathbf{Colombo})$ and $\mathbf{B}_i(\mathbf{Colombo})$ and $\mathbf{B}_i(\mathbf{Colombo})$ and $\mathbf{B}_i(\mathbf{Colombo})$ and $\mathbf{B}_i(\mathbf{Colombo})$
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E. O. Mackwood, Colombo  Total number of Shares taken in the second was a second with the continue of the cont
Total number of Shares taken

Witness to the above signatures at Colombo, this 10th day of July, 1923:

# ARTICLES OF ASSOCIATION OF AUTOMOBILE OWNERS, "LIMITED: 1977 A. 25

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 small property of the contained in these Articles, but subject to

repeal, addition, or alteration by special resolution.

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not. None of the funds of the Company shall be employed in the purchase of, or be lent on, the shares of the Company.

INTERPRETATION CLAUSE.

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

The word "Company" means "Automobile Owners, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached. The "Ordinance" means and includes "The Joint Stock Companies Ordinance, 1861," and every other Ordinance

from time to time in force concerning Joint Stock Companies which may apply to the Company. These presents "means and includes the Memorandum of Association and the Articles of Association of the Company from time to time in force. The substitution of the company from time to time in force. The substitution of the company from time to time in force. The substitution of the company from time to time in force. The substitution of the company from time to time in force. The substitution of the company from time to time in force of the substitution of the company. "Capital "means the capital for the time being raised or authorized to be raised for the purposes of the Company. "Shores" means the capital for the time being raised or authorized to be raised for the purposes of the Company.

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

"Shareholder" means a Shareholder of the Company.

"Shareholder" means a Shareholder of the Company.

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

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

at a Board.
"Board" means a meeting of the Directors or (as the context may require) the Directors assembled at a Board

meeting, acting through at least a quorum of their body in the exercise of authority duly given to them.

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

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

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

"Month" means a salendar month

"Month" means a calendar month.

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

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

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

Business.

- 2. The Company may proceed to carry out the objects for which it is established, and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and if the whole of the shares shall not have been subscribed, applied for, or allotted as soon as fifty shares have been applied for and
- 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. a. 227

#### CAPITAL.

4. The nominal capital of the Company is Fifty thousand Rupees (Rs. 50,000), divided into 100 ordinary shares of Rs. 500 each. The second of the second of the second

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

6. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original conital and shall be subject to the same provisions in all

creation of new shares shall be considered part of the original capital, and shall be subject to the same provisions in all respects with reference to the payments of allotment money, calls and instalments, transfer, transmission, forfeiture,

lien, surrender, and otherwise, as if it had formed part of the original capital.
7. The Directors in like manner, and with like sanction, may reduce the capital of the Company, and may sub divide or consolidate the shares forming the capital of the Company or any of them.

8. If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by

instalments, every such instalment shall, when due, be paid to the Company by the holder of the shares.

The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that the Directors may at their discretion allot such shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands.

10. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the

dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.

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

11. Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company may from time to time direct. Payment for shares shall be made in such manner as the Directors shall from time to time determine and direct.

12. 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.

A Shareholder shall in respect of each share held by him be entitled in respect of one motor car owned, made known and registered by him in the Company's books, to any special rights, privileges, or concessions which may from time to time be granted to the Shareholders by the Directors in regard to each share and car owned by a Shareholder, provided that so long as a car registered in respect of any share has not been disposed of by the owner, no other car shall be registered in respect of the same share for the purposes of this clause.

14. In case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be

the only person or persons recognized by the Company as having any title to, or interest in, such shares.

15. 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 rights 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 clauses 32 and 33 to become a Shareholder in respect of any share.

16. 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. Every Shareholder shall be entitled to a certificate under the common seal of the Company, specifying the

shares held by him and the amount paid thereon.

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

#### CALLS.

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

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

21. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such

call was passed.

25.

22. The Directors shall have power in their absolute discretion to give time to any one or more Shoreholder 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.

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

#### TRANSFER OF SHARES.

Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument 24. in writing. No transfer of shares shall be made to an infant or person of unsound mind.

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.

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

28. 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 two rupees and fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer, upon payment thereof the Directors, subject to the powers vested in them by Article 27, shall register the transferee as a Shareholder and retain the instrument of transfer.

29. 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.

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

31. The register of transfers may be closed during the fourteen days immediately preceding each Ordinary General Meeting, and when a dividend is declared for the three days next ensuing after the Meeting, also at such other times (if any) and for such periods as the Directors may from time to time determine, provided aways that it shall not be closed

for more than twenty-one days in any year.

#### TRANSMISSION OF SHARES.

32. The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized

by the Company as having any title to the shares of such Shareholder.

33. Any guardian of any infant Shareholder, or any manager 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 securing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, be forthwith entitled, subject to provisions herein contained, to be registered as a Shareholder in respect of such shares, or may subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

34. If any person who shall become entitled to be registered under clause 33 in respect of any share on which the Company has any lien 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 man sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares as sold, shall be thereafter paid to the person entitled thereto.

#### SURRENDER AND FORFEITURE OF SHARES.

35. The Directors may accept in the name and for the benefit of the Company, and upon such terms and conditions

as may be agreed, a surrender of the shares of Shareholders who may be desirous of retiring from the Company.

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

The notice shall name a day (not being less than one month from the date of the notice) on, and a place or places at, which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall a so state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. If the requisition of such notice as aforesaid be not complied with every or any share or shares in respect of which such notice has been given may at any time thereafter, before payment of calls or instalments with interest, and expenses due in respect thereof, be declared forfeited by a resolution of the Board to that effect.

37. 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 nine per centum per annum, and the Directors may enforce the payment thereof if they think fit.

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

The surrender or forfeiture of a share shall involve the extinction of all interest in, and of all claims and demands against, the Company in respect of the share and the proceeds thereof, and all other right incident to the share, except

only such of those rights (if any) as by these presents are expressly saved.

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

The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date

thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share bona fide sold, or re-allotted, or otherwise disposed of under Article 38

hereof shall be redeemable after sale or disposal.

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

such charge or lien.

42. 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, six y days' notice shall be allowed him.

43. The nett proceeds of any such sale shall be applied in or towards the satisfaction of such debts, liabilities, or

engagements, and the residue (if any) paid to such Shareholder or his representatives.

44. A certificate in writing under the hands of one of the Directors and of the Secretary, or Secretaries, that the power of sale given by clause 42 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

46. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any such 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 repossible.

at such a premium, or with such deterred 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.

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

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

#### BORROWING POWERS.

49. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum of money for the purpose of the Company's business, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Twenty-five thousand rupees.

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

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

52. 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, aried, or exchange as the Directors may think fit, and may contain special privileges as to

redemption, surrender, drawings, allotment of shares, or otherwise.

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

#### GENERAL MEETINGS.

54. The first General Meeting shall be held at such time, not being more than six months after the incorporation

of the Company, and at such place as the Directors may determine.

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

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

57. The Directors may, whenever they think fit, call an Extraordinary General Meeting of the Company, and the Directors shall do so upon a requisition mode in writing by not less then one sighth of the number of Shareholders of the

Directors shall do so upon a requisition made in writing by not less than one-eighth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-eighth part of the shares of the Company for the time being subscribed for.

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

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

to a meeting.

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

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

in General Meeting.

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

63. With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at Ordinary General Meetings without notice, no General Meeting, Ordinary or Extraordinary, shall be competent to enter upon, discuss, and transact any business which have not been given by the property of the province of the Auditors; and the Auditors is the Auditors of the Auditors.

or transact any business which has not been specially mentioned in the notice or notices upon which it was convened.

64. No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a Chairman, unless there shall be present or represented by proxy or attorney

at the commencement of the business three or more Shareholders entitled to vote.

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

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

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

vacant.

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

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

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### VOTING AT MEETINGS.

1 1 70. At any meeting every resolution shall be decided in the first instance by a show of hands, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some member present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

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

Company in such meeting.

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

73. No poll shall be demanded on the election of a Chairman of the meeting, or on any question of adjournment. 74. On a show of hands every Shareholder present in person shall have one vote only. When a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of In case of a poll every Shareholder present in person or by proxy or attorney shall (except as provided for in the Article immediately following) have one vote for every share held by him. When voting on a resolution involving the sale of the Company's estates or any portion thereof, or the winding up of the Company, every Shareholder shall have one vote for every one share held by him, and a majority of three-fourths of the Shareholders present or presented by proxy or attorney shall be necessary to carry such resolution.

75. The parent or guardian of an infant Shareholder, the manager 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

of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

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

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

78. No Shareholder who has not been duly registered as such for three months previous to the General Meeting shall be entitled to be present and to speak and vote at any meeting held after the expiry of three months from the

incorporation of the Company.

79. No person shall be entitled to hold a proxy who is not a Shareholder of the Company, but this rule shall not

apply to a power of attorney.

80. The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such

appointor be a company or corporation it shall be under the common seal of such company or corporation.

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

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

Automobile Owners, Limited. - (a Shareholder in the Company), as my proxy, to -, appoint -, of 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 at any adjournment thereof, and at every poll which may be taken in consequence thereof. As witness my hand this --, One thousand Nine hundred and - day of -

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

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

the voting.

DIRECTORS.

84. The number of Directors shall never be less than two nor more than five, but this clause shall be construed as being directory only, and the continuing Directors may act notwithstanding any number of vacancies. Any Shareholder

shall be qualified to become a Director.

As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Rupees One thousand (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 granted for special or extra services hereinafter referred to nor any extra remuneration to the Managing Director of the Company.

85. The first Directors shall be William Henry Atkinson, Rudolph Reginald Banning Lover, John Reynold de Silva, Edward Bulner, and Arthur Edward Ephraums 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.

86. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another, or other Secretary, Managing Director, or Managing Directors.

The Directors may confer on the Managing Director or Managing Directors all or any duties and powers that might

be conferred on any manager of the Company.

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

ROTATION OF DIRECTORS.

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

in clause 88.

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

89. 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.

90. Retiring Directors shall be eligible for re-election.91. The Ordinary General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent Ordinary General Meeting.

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

93. 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.

94. 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

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

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

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

98. 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 at present or past Shareholder.

## DISQUALIFICATION OF DIRECTORS.

99. The office of the Director shall be vacated

(a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.

(b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.

(c) If by reason of mental or bodily infirmity he becomes incapable of acting.

(d) If he ceases to be a Shareholder.

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

### Powers of Directors.

The Directors shall have power to carry into effect the lease, purchase, or acquisition of any lands or property

they may think fit, or any share or shares thereof.

The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors for such period, and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said property, and otherwise in or about the working and business of the Company. The whole of the direction and control of the business of the Company shall be conducted in Ceylon, and no person shall act in any manner as a Director whilst resident temporarily or otherwise in the United Kingdom, except by special sanction of the Board where such Director is engaged out of Ceylon on the Company's business.

The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, 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, treasurers, accountants, and other officers, clerks, or servants of the Company for such reasons as

they may think proper and advisable, and without assigning any cause for so doing.

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

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

104. 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.

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

interests of the Company.

106. The seal of the Company shall not be used or affixed to any deed or 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 secretaries, in the event of a firm or corporation being the secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm or corporation signing for and on behalf of

the said firm or corporation as such secretaries.

107. It shall be lawful for the Directors, if authorized so to do by 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 and effects of the Company, or any part or parts, share or shares thereof, respectively, to any 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.

108. In furtherance and not in limitation of, and without prejudice, to the general powers conferred or implied in the last preceding clause, and of the other powers conferred by these presents, it is hereby expressly declared that the

Directors shall have the powers following (that is to say):-

(a) To institute, conduct, defend, compromise, settle, abandon any action, suit, prosecution, or other legaf proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and of any claims or demands made by or against the Company.

(b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce

the award

(c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.

(d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept

the office of trustee, assignee, liquidator, or inspector, or any similar office.

(e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.

(f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon, or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such power for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with, or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

### PROCEEDINGS OF DIRECTORS.

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

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

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

112. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and

in case of an equality of votes the Chairman thereat shall have a casting vote in addition to his vote as a Director. 113. 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 whelly on in part and either and at the 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.

114. 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.

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

116. A resolution in writing signed by all the Directors for the time being in Ceylon shall be as valid and effectual

as if it had been passed at a meeting of the Directors duly called and constituted.

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

(1) Of all appointments of (a) officers and (b) committees made by the Directors.

(2) Of the names of the Directors present at each meeting of the Directors.

(3) Of the names of the members of the committee appointed by the Board present at each meeting of the

(4) Of all orders made by the Directors.

(5) Of all resolutions and proceedings of all General Meetings of the Company.

(6) Of all resolutions and proceedings of all meetings of the Directors.

(7) Of all resolutions and proceedings of all meetings of committees appointed by the Board.

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

### ACCOUNTS.

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

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

Company in General Meeting.

121. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure of the Company for the previous financial year, and a balance sheet containing a summary

of the property and liabilities of the Company made up to the end of the same period.

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

123. The balance sheet shall contain a summary of the property and liabilities of the Company, arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies Ordinance,

1861," or as near thereto as circumstances admit.

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

125. 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.

AUDIT.

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

127. No person shall be aligible as an arrangement of the company shall be aligible as an arrangement.

No person shall be eligible as an auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during his continuance in office, be eligible as an auditor. 128. The Directors shall appoint the first auditor of the Company and fix his remuneration. He shall hold office till the second General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the first Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the auditor or auditors appointed at such meeting shall hold office only until the first Ordinary General Meeting after his or their appointment, or until otherwise ordered by a General Meeting.

The remuneration of the auditors other than the first shall be fixed by the Company in General Meeting,

and this remuneration may from time to time be varied by a General Meeting.

Retiring auditors shall be eligible for re-election.

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

Every luditor shall be supplied with a copy of the balance sheet intended to be laid before the next Ordinary General Meeting after his appointment, and it shall be his duty to examine the same with the accounts and vouchers

relating thereto and to report thereon to the meeting, generally or specially, as he may think fit.

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

### DIVIDENDS, BONUS, AND RESERVE FUND.

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

The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus

to the Shareholders on account and in anticipation of the dividend for the then current year.

The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for special dividends or for equalizing dividends, or for repairing, improving, and maintaining any of the property of the Company, or for repayment of mortgages or for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and may invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the

Company, and that without being bound to keep the same separate from their other assets.

137. The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for equalizing dividends, or for working the business of the Company, or for repairing, improving, maintaining, or extending any of the property or plant of the Company or any part thereof, or for the redemption of mortgages, or for

any other purposes connected with the interest of the Company that they may from time to time deem expedient.

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

139. 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.

The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums of money as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact

that such sums or any of them are not payable until after the date when such dividend or bonus is payable.

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

142. 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.

143. 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.

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

### Notices.

145. Notices from the Company may be authenticated by the signature (printed or written) of the agent or secretary, gents or secretaries, or persons appointed by the Board to authenticate the same.

146. Every Shareholder shall give an address in Cevlon, which shall be deemed to be

Every Shareholder shall give an address in Ceylon, which shall be deemed to be his place of abode, and shall

be registered as such in the books of the Company.

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

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

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

### ARBITRATION.

150. 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.

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

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

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

153. If the Company shall be wound up whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully-paid, part-paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully-paid, or part-paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section, provided the provisions of Ceylon Arbitration to ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

R. R. B. LOVER.
A. E. B. LOVER.
EDWARD BULNER.
JNO. R. DE SILVA.
W. H. ATKINSON.
ARTHUR E. EPHRAUMS.
E. O. MACKWOOD.

Witness to the above signatures at Colombo, this 10th day of July, 1923:

[Third Publication.]

H. W. DE SARAM, Proctor Colombo.

### The Theresia Estates Company, Limited.

OTICE is hereby given that the Fourth Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, The National Mutual building, Chatham street, Fort, Colombo, of Friday, August 10, 1923, at 12 noon.

### Business.

- 1. To receive the Directors' report and accounts for the 12 months ended June 30, 1923.
  - 2. To declare a dividend.

3. To elect a Director.

4. To appoint an Auditor for the current year, and for such other business as may be duly brought before the meeting

meeting.
(The Transfer Books of the Company will be closed from August 1 to 12, 1923, both days inclusive.)

By order of the Directors,

SKRINE & Co.,

Colombo, August 1, 1923.

Agents and Secretaries.

### The Galheeria Estate Company, Limited.

General Meeting of Shareholders of the Company will be held at the registered office of the Company, The National Mutual building, Chatham street, Fort, Colombo, on Wednesday, August 15, 1923, at 12 noon.

1. To receive the Directors' report and accounts for the 12 months ended June 30, 1923.

- 2. To declare a dividend.
- 3. To elect a Director.
- 4. To appoint an Auditor for the current year, and for such other business as may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from August 2 to 16, 1923, both days inclusive.)

By order of the Directors, SKRINE & Co.,

Colombo, August 3, 1923.

Agents & Secretaries.

The Kanapediwattie Tea Company, Limited

Meeting of Shareholders of the above Company Will be held at the registered office of the Company No. 12, Queen street, Fort, Colombo, on Wednesday, August 11, 1923, at 12 noon.

Business.

To consider and, if approved, to confirm the following special resolution passed at the Extraordinary General Meeting of Shareholders held on Tuesday, July 31, 1923, viz.:—

That the 3,400 shares of Rs. 100 each of the Company, of which 3,340 fully-paid shares of Rs. 100 each have already been issued, be subdivided into 34,000 shares of Rs. 10 each, to be numbered from 1 to 34,000.

By order of the Board,
LEE, HEDGES & Co., LTD.,
Colombo, July 31, 1923. Agents and Secretaries.

The National Publishing Company, Limited.

OTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the National Publishing Company, Itd., will be held at premises No. 96, Dam street, Colombo, on Saturday, August 18, 1923, at 4 P.M.

at 4 P.M. Business.

(1) To consider and, if thought fit, to pass the following resolution: "That the National Publishing Company, Ltd., be wound up voluntarily, and that a Liquidator be appointed for the purpose of such winding up," and that the Liqui-

dator's remuneration be fixed up.

(2) To transact any other business that may be duly

brought up before the said Merting.

Notice is also hereby given that a further Extra-ordinary General Meeting of the Shareholders of the National Publishing Company, Ltd, will be held at premises No. 96, Dam street, on Saturday, September 8, 1923, at 4 P.M., for the purpose of receiving a report of the proceedings of the abovementioned meeting of August 18, 1923, and confirming, if thought fit, as a special resolution, the above-mentioned resolution.

By order of the Directors,

C. MURUGESU,

Secretary.

The National Publishing Company, Ltd., Colombo, July 31, 1923.

Auction Sale,

In District Court of Colombo.

The ER decree entered in case No. 6,481 of the District Court of Colombo, I shall sell the following land on Friday, August 24, 1923, at 4 pm., at the spot:—

All that portion of land dalled Kahatagahawatta, situated at Rawatawatta in Moratuwa, and containing in extent 19 perches, with all the trees and undivided 5/16 parts of the building standing thereon

1, Hulftsdorp.

C. P. AMERASINGHE, · Auctioneer and Broker.

Auction Sale.
In the District Court of Colombo.

NDER decree effered and by virtue of commission issued to main case No. 8,780 of the District Court of Colombo, I shall sell the following property on Thursday, August 23, 1923, at 4.30 p.m., at the spot:—All that defined portion of land marked A in the plan, with the buildings thereon bearing assessment No. 58, situated at New Moor street in Colombo, and containing in extent 4 5/100 perches. 4 5/100 perches.

1, Hulftsdorp.

C. P. AMERASINGHE, Auctoneer and Broker.

2 Auction Sale.

DER instructions from the assignee of the insolvency case No. 3,205 of the District Court of Colombo of M. Martin Perera of Pilapitiya in Kelaniya, I shall sell by public auction on Friday, August 24, 1923, commencing at 1 P.M., at their respective spots:—

(1) An undivided 109/400th parts or shares of an allotment of land colled Kongahawatta and undivided ½ of the tiled house thereon towards the eastern side and the trees and plantation thereon, situated at Pilapitiya in Siyane korale, Adikari pattu, in the District of Colombo, Western Province, containing in extent 1 acre 36 perches and 4/5 of a perch.

(2) An undivided 11/24th parts or shares of Hunnankadakumbura and the adjoining high land, situated at Relapitiva aforesaid, containing in extent about 4 bushels

No. 115, Hulftsdorp.

On the same day after the sale of the above two lands at No. Pland, a few furnitures consists of 1 sofa, 3 bentwood chairs, I lounger, I table, and a single barrel gun.

> A. V. PERERA, Auctioneer and Broker.

Auction Sale under Partition Ordinance in D.C., Colombo, No. 7,872.

A Property at Maligawatta, Colombo.

NDER and by virtue of the commission issued to me in the above case, I shall sell by public auction Saturday, September 15, 1923, at 4 P. M., at the spot:

All that allotment of land with the buildings there now bearing assessment No. 630/390, situated at Maliga-watta, within the Municipal limits of Colombo, containing in extent 11 85 perches.

extent 11 85 perches.

The sale will first take place among the co-owners at the upset price at which it has been valued, and, if not purchased by any of them, it will immediately thereafter be

put up for sale among the public.

No. 115, Hulftsdorp.

A. V. PERERA, Commissioner.

Auction Sale under Partition Ordinance, D. C. No. 7,573. UNIQUE OPPORTUNITY FOR CAPITALISTS.

Valuable and E tensive Land with Substantial Buildings.

T Symond's road, Maradana, bearing assessment Nos 181 to 1821, 19 and 3c1 and 3c2, in extent 1 rood and 782/100 perches, and yields a very good return, will be sold by public auction on Saturday, September 22 1923, at 4.30 P.M., at the spot :-

The sale will first be put up among the co-owners at the upset price at which it has been valued, and, if not purchased by any of them, it will immediately thereafter be put up for sale among the public.

For further particulars please apply to F. Rustomjee, Esq., Proctor and Notary, Colombo, or—

FRANCIS F. KRISHNAPILLAI, Commissioner and Auctioneer.

No. 119, Hul tsdorp street, Colombo, ... Phone: 1,441.

Auction Sale.

UNIQUE OPPORTUNITY FOR PETTAH CAPITALISTS.

The Shop once known as "Western Drapery Stores now called "West End," No. 112, Main Street, Petiah, and the state of Colombo.

NDER and by virtue of the commission issued in case No. 4,116 of the District Court of Col I shall sell by public auction on Saturday, August 25, at the spot, at 5 P.M.:-

An allotment of land, with the buildings constructed thereon bearing assessment No. 112, situated at Main street in the Pettah, within the Municipality and District of Colombo, in extent 8 2/100 square perches.

For further particulars please apply to Messrs. de Vos Sec. 25.

Gratien, Proctors, Colombo, or-

No. 119, Hulftsdorp, Colombo.

W. T. NICOLLIE, Auctioneer.

Auction Sale under Mortgage Decree in Case No. 6,734, D. C., Colombo.

Valuable Properties at Gampaha in the Ragam Pattu of · Alutkuru Korale.

DY virtue of the commission issued to me in the above case, I shall sell by public auction on August 25, 1923, commencing at 4 P.M., at the respective spots, the following properties, to wit: (1) All that land called Gorakagahawatta, with the buildings and plantating thereon, in extent 16½ perches. (2) All that land called Gorakagahawatta, with the buildings thereon, in extent 16½ perches. (3) Undivided 2/5 parts of Gorakagahawatta, 167 perches. (3) Undivided 2(5 parts of Gorakagahawatta, with the buildings and plantations thereon, in extent about 2 acres. 200

54, Belmont street, Colombo, July 30, 1923.

H. M. PEIRIS, Auctioneer and Broker.

### Auction Sale under Mortgage Decree, D. C., Colombo, No. 8,050.

Building Block at Timbirigasyaya, nearly 1 Acre in Extent.

NDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on riday, August 24, 1923, at 5 P.M., at the spot, the following property, to wit:—All that 1/7 part or share of and in all that allotment of land called Meegahawatta, situated at Narahenpita at Timbirigasyaya, in Palle pattu of the Salpiti korale, in the District of Colombo, Western Province, and marked A in the plan being a divided 1.7 part of the land described above; bounded on the north by the high road, on the east by the property of Wanniarachchige Don Podi Singho and others, on the south by the land of L. D. Marthelis and others, on the west by the lot B, a portion of the said land Meegahawatta; containing in extent 3 roods and 37 15/100 perches according to the aforesaid plan dated December 31, 1920, and made by J. Rodrigo, Licensed Surveyor.

R. G. KOELMAN, of JENSEN & Co.,

Phone: 733.

Auctioneers.

Afiction Sale under Mortgage Decree, D. C., Colombo, No. 5,428.

House Property at Church Street, Slave Island.

Y virtue of commission issued to us, we shall sell the following property on Saturday, August 25, 1923, at

The two contiguous allotments of land, with the buildings thereon bearing assessment Nos. 27/1, 27/2, 27/3, 81/1, 81/2, and 81/3, situated along Church street in Slave Island, and within the Municipality and District of Colombo, Western Province.

For deeds, &c., apply to Messrs. Wi'son & Kadirgamar, Colombo.

Phone: No 733.

Jensen & Co.. Auctioneers and Brokers.

### Auction Sale under Mortgage Decree.

Sale of Property at Polgahawela.

NDER and virtue of a commission issued to me in case No. 1,511 f 1921, I shall sell by public auction at the spot on Saturday, September 1, 1923, at 10.30 A.M.:

All that land and premises, in extent 2 roods and 9 square perches, together with the buildings and plantations standing hereon, called and known as Panikkiyakotuwa and Goragg hakumbura, situated at Mahawala, in Meddemediliya-pattu of Kinigoda korale in Four Korales, in the District of Regalla, Province of Sabaragamuwa; bounded on the north by Kongahawatta, on the east by Minoragewatta, and the road leading to the Notary's house separating the land from the resthouse grounds, on the south by the Government road and reservations, and on the west by the road leading to the Notary's garden, now owned by the Roman Catholic Church, separating this land from the land claimed by Coopathamby of Bolagamagewatta.

For further particulars from

T. A. DE MEL of T. A. DE MEL & Co., Commissioner.

### Auction Sale.

Property at Panadure.

No. 10,749, D. C., Kalutara, and the order to sell issued to me, it shall put up for sale by public auction on Saturday, August 11, 1923, at 4 P.M. at the spot:

The portion marked B of the two contiguous portions of land called Ketakelagahawatta, situated at Walapola pattiya in the Panadure totamune in the Kalutara District of the Western Province and containing in cutent 241

of the Western Province, and containing in extent 241 perches.

For further particulars please apply to C. S. Perera, Esq.,

Proctor and Notary, Panadure, or to me-

H. THOMASZ FERNANDO, Panadure, July 21, 1923. Auctioneer and Broker. Auction Sale of a Valuable Coconut Property at Liyanegemulla, Negombo.

In the District Court of Negomb

Plaintiff. Dr. P. F. R. Lobo of Negombo ....

No. 15,805.

Defendant. Allan Y. de Zylva of Katunayaka .... August 25,1923, at 4 P.M., at the spot; the following property, to wit:

All that land called and known as Kadolkele depicted in plan No. 631 dated February 28, 1906, made by R. F. Fernando, Licensed Surveyor, situated at Liyanegemulla in Dasiya pattu of Alutkuru korale, in the District of Negombo, Western Province; and bounded on the north and west by Negombo lake, north-east and east by Negombo lake and by land of J. M. Perera, Mudaliyar, and others, south by land reserved for a road, but now by the ditch of the land of Mr. Charles Zylva, formerly of Mr. Sam Perera; containing in extent 79 acres and 2 roods and the buildings and plantations thereon.

For further particulars apply to E. R. Samarasekera, Esq. Proctor, Supreme Court, and Notary Public, Negombo, or-

> J. S. M. FERNANDO, Acctioneer.

Negombo July 28, 1923.

Auction Sale of Properties at Nattandiva District of Chilaw,

NDER decree in case No. 16,029 Dr. C., Negambo, entered in favour of the plaintiff Mena Sina Rayanna Mana Somasunderam Chetty; by his attorney Medyanna Karuppiah Pillai of Negombo, against the defendant Herath Jayasinghe Samaneris Appuhany of Nattandiya, and by virtue of the order to sell invest to the context of the order to sell invest to the context of the order to sell invest to the context of the order to sell invest to the order to sell inv virtue of the order to sell issued to us for the recovery of the sum of Rs. 2,779.25, with interest on Rs. 2,350 at 18 per cent. per annum from March 8, 1923, to June 14, 1923, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs of suit, we shall sell the under-mentioned properties nortgaged by bond No. 3,333 dated October 8, 1920, and attested by G. F. Dissanayake of Chilaw, Notary, by public auction at the respective spots on Friday, August 1, 1923, commencing at 2 P.M.,

viz.:—

1. The land called Kajugahawatta, bearing R and No. 164, situate at Nattandiya in Medapalata of Pitigal korale, in the District of Chilaw, North-Western Province, containing in extent 3 acres and 3 roods, together with the buildings and plantations thereon.

The land called Ambagahawatta, situate at Nattandiya aforesaid, containing in extent 2 acres 1 rood and 18 perches,; of this land the undivided 3 share, together with

the buildings and plantations thereon.

3. The land called Siyambalagahawatta or Madangahawatta, situate at Nattandiya aforesaid, containing in extent 2 acres; of this land the undivided 4 share, together with the buildings and plantations thereon.

The land called Ambagahawatta, bearing P and 164, situate at Nattandiya aforesaid, containing in extent 1 acre 3 roods and 7 perches; of this land an undivided & share, together with the buildings and plantations thereon.

Further particulars can be had from C. Yoyaratnam, Esq., Proctor, Supreme Court, Notary, or-

M. P. KURERA & Co.,

Negombo, July 24, 1923.

Auctioneers

### Auction Sale.

Property at Daluwakotuwa, in the District of Negoria Done of No. 15,932, D. C., Negoria Do, entered in favour of the plaintiffs (1) Maria Catherine Gomis, (2) Alexia Croos, both of Ettukala, by her negoriand Maria Catherine Gomfs, the 1st plaintiff, against the defendants (1) Margaret Rurera of Daluwakotuwak, legal representative of the estate of Plamina Kurera, (2) Isidoe Rodrigo of Daluwakotuwakotuwa legal representative of the state of Plamina Kurera, (2) Isidoe Rodrigo of Daluwakotuwa, legal representative of the estate of Walerian Sesaries, and by virtue of the order to sell issued to us for the recovery of the amount therein stated

we shall sell the under-mentioned property mortgaged by bond No. 8,077 dated August 23, 1916, and attested by M. D. C. S. Gunasekera, Notary, by public auction at the spot at 4 P.M. on Monday, August 27, 1923, viz.:—

An undivided 3 share from and out of the divided eastern ½ sharè of the land called Pallansena Kurunduwatta, situate at Daluwakotuwa, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent about 1 acre and 29 perches, with the buildings standing thereon.

Further particulars can be had from Messrs. De Croos & Fernando, Proctors and Notaries, Negombo, or-

Phone: 21. Telegrapis: Woulston, Negombo, July 31, 1929 M. P. KURERA & Co., Auctioneers.

Another Birthan at Kirimetiyana, in the

District of Chilaw.

UNDER decree in co. No. 15,703 D. C., Negombo, entered if factor of the plaintiff Seena Ana Runa Sidambaram Chetty by his attorney Vena Arumugam Ambalam of Negombo, against the defendant Administration Ambalam of Negombo, against the defendant Adasinghe Bandarage Francis Jayamaha Appuhamy of Kirimetiyana, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,534, with interest on Rs. 1,300 at 18 per cent. per annum from November 26, 1922, to February 15, 1923, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full and costs of suit, we shall sell the under-mentioned properties mortgaged by bond No. 18,374 dated November 20, 1920, and attested by T. H. de Silva, Notary, by public auction at the respective spots on Tuesday, August 28, 1933, commencing at 3 P.M.:—

(1) All that undivided 4 shere of the field called Migahakumbura, situate at Kirimetiyana, in Otara palata of Pitigal korale, in the District of Chilaw, North-Western Provinces containing in extent 71 parrahs of paddy sowing ground.

(2) The undivided ½ share of the field called Kahatagahakumbura bearing No. 80 in letter R, situate at Kirimetiyana aforesaid; containing in extent 2 acres 1 rood and 33 perches, and the buildings standing thereon.

(3) The undivided 1 share of the field called Meegahakumbura, situate at Kirimetiyana aforesaid; containing in extent about 6 parrahs of paddy sowing ground.

(4) The land called Dewalagodella, situate at Kirimeti-yana aforesaid containing in extent 1 acre 2 roods and

20 perches, and the buildings standing thereon.

(5) The field called Talgahakumbura and the buildings standing thereon, situate at Kirimetiyana aforesaid: containing in extent 2 acres 1 rood and 33 perches, out of the southern & share of the said field, the undivided & share. (4) The eastern undivided 3 shares of the land called Ketakellagahawatta and the buildings standing thereon, situate at Kirimetiyana aforesaid; containing in extent 4 acres and 2 roods.

Further particulars can be had from D. L. E. Amerasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or-

Phone: 21. Telegrams: Woulston. Negombo, July 31, 1923 M. P. KURERA & Co., Auctioneers.

Premises bearing Assessmen No. 378, situated in the real Business Central of the Nigombo Town, and Five other Valuation Blocks of Land at Pitipana, 6 8 within the Gravets of Negombo.

NDER decree in case No. 15,904, D. C., Negombo, entered in favour of the plaintiff Sawanna Thana Sena Arumugam Pulle of Nagombo, against the defendant Botalage Estakki Fernando of Pitipane, Negombo, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,635 with interest on Rs. 1,500 at 18 per cent. per annum from March 20, 1923, to March 26, 1923, and thereafter at 2 per cent, per annum on the aggregate and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged by bond No.

1,420 dated November 19, 1920, and attested by T. Ranasinghe, Notary, by public auction, at the respective spots on Thursday, August 30, 1923, to wit:-

### Аt 10.30 а.м.

(1) The undivided ½ share towards the east, with the tiled house standing thereon bearing assessment No. 378 of the allotment of land called Pokunabodawatta, situate at Kotakampu, within the Cravets and in the District of Negombo, Western Province, containing in extent 38 52/100 perches.

## Commencing at 3.30 P.M.

- (2) From and out of all that divided 4/6 shares of all that allotment of land called Kosperaweliwatta, situate at Pitipane, within the Gravets and in the District of Negombo aforesaid, containing in extent 1 rood and 31 perches; the undivided extent of 22 perches towards the north-west, subject to a now existing lease.
- (3) All that portion of land called Bachchigewatta, situate at Pitipane aforesaid, containing in extent 1 rood, more or less
- (4) From and out of the divided 4/6 shares of the portion land called Kapurawalawatta, situate at Pitipane aforesaid, containing in extent 1 rood and 13 perches, more or less, exclusive of the road passing through the land, and excluding the undivided portion, in extent 8 9,100 perches to the east of the road, the remaining undivided portion, with the buildings standing thereon.
- (5) All that allotment of land called Talgahawatta, situate at Pitipane aforesaid, containing in extent 20 coconut trees, plantable ground, more or less.
- (6) All that land formed of the contiguous portions called Pamburugahawatta, Bogahawatta, and Gangabodawatta, situate at Pitipane aforesaid, containing in extent 50 coconut trees, plantable ground, more or less, with the tiled house standing thereon.

Further particulars can be had from T. Ranasinghe, Esq. Proctor, Supreme Court, and Notary, Negombo, or

Phone: 21. Telegrams Woulstan. Negombo, July 31, 1923.

M. P. KUŘERA & Co., Auctioneer.

### Auction Sale of Properties at Karukkupane, in the District of Chilaw.

NDER decree in case No. 15,574, D. C., Negombo, entered in favour of the plaintiff Awanna Very Kana Nana Sellappa Chetty, by his attorney Nana Wana Ana Sinniah Pulle of Negombo, against the defendants (1) Mihidukulasuriya Weerasinghe Bastian Veronica Peries or Fernando of Karukkupane, in her own capacity and as administratrix of the intestate estate of the late Mihidu administratrix of the intestate estate of the late minimular kulasuriya Weerasinghe John Peter Peries, and (2) Mihidukulasuriya Weerasinghe John Peter Leo Peries of Chilaw, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 4,097 271, with interest on Rs. 2,360 at 24 per cent. per annum from August 3, 1922, to February 12, 1923, and thereafter at 5 particular per annum on the aggregate amount till payment in full, and costs of suit, less Rs. 2,600, we shall sell the inder mentioned properties mortgaged by food No. 11 531 deted December. properties mortgaged by bond No. 11,531 dated December 20, 1916, and attested by Ambrose Pinto, Notary, by public auction at the respective spots on Friday, August 31, 1923.

### At 2.30 P.M.

1. The portion of garden of \( \frac{1}{3} \) share called Joramagewatta, situate at Karukkupane in Anavulundan pattu of the Pitigal korale north, in the District of Chilaw, North-Western Province, containing in extent about 5 acres. This land and plantations, buildings, and all the appurtenances thereof.

### At 3 P.M.

2. The land called Periya Koppadikkani bearing No. 12,447, situate at Sinna Karukkupane in the said Anavulundan pattu, containing in extent 2 acres 2 roods and 6 perches. This land and plantations and all the appurtenances thereof.

For further particulars please apply to S. K. Wijeratnam, Esq., Proctor, Supreme Court, and Notary, Negombo, or to us:

> M. P. KURERA & Co., Auctioneers.

Phone: 21. Telegrams: Woulstan Negombo, July 31, 1923.

# Auction Sale under Mortgage Decree in D. C., Kandy, Case No. 30,365, of Valuable High and Low Lands in Kurunegala.

NDER instructions received from the plaintiff in the of the said court, I shall sell by public auction at the respective spots on Friday, August 17, 1923, commencing from 10.30 A.M., the premises following, to wit:

1. The field called Kohotiyawekumbura of 1 pela paddy

sowing in extent.

2. The field called Kokangekumbureheenidekekumbura

of I pela paddy sowing in extent.

The field called Keenagahakotuwa of 3 pelas paddy sowing in extent, and its appurtenant high land called

Pillewehena of 2 amunams paddy sowing in extent.

4. All those contiguous lands being the field called Metiganwelakumbura of 1 amunam and 2 pelas paddy sowing in extent and Mahapitiyehena of 1 amunam and 2 pelas paddy sowing in extent.

5. The field called Nungomuwekumbura of 5 pelas

paddy sowing in extent, and its appurtenant high land called Nungoniuw watta of 2 pelas paddy sowing in extent.

The field called Mahadalupothekumbura of 2 amunams and 2 pelas paddy sowing in extent, all situated at Gonigoda in Madure korale of Weudawili hatpattu, in the District of Kurunegala, North-Western Province.

The field called Halgahamulawagala-aswedduma of 8 lahas paddy sowing in extent, and its appurtenant high land of 2 seers kurakkan sowing in extent, situated at Ekirwatta in Madure korale aforesaid.

8. The field called Bowekumbura of 15 lahas in paddy

sowing; and
9. The field called Pillekewela of 1 pela paddy sowing in extent, both situated at Niyangama in Madure korale

For further particulars, please apply to M. B. E. Seneviratne, Proctor, Supreme Court, and Notary, No. 8, Colombo street, Kandy, or to me:

No. 6, Palace Square, Kandy.

A. E. DAVID, Auctioneer.

### Auction Sale of Valuable Property under Mortgage Decree. In the District Court of Galle.

cruse of Vilegoda in Ambalangoda ..... Plaintiff. Vs. No. 20,241.

ia Susana Wanigaratne Manamperi Haminey, y cna susana Wanigaratne Manamperi Haminey, wite of (2) Lekanwasan Joronimus Siriwardene Appuhany, both f Weragoda in Ambalangoda; (3) Lekanwasan Dona Catherina Siriwardene, wife of (4) Edinield Gunaratne of the Railway Accountant's Office, Maradana Colombo; (5) Lekanwasan Ana Siriwardene of Weragoda in Ambalangoda. Defendants.

NDEX defree entered in the above case and by virtue of a pumpission issued to me from the District Court of Galle, I shall sell by public auction on August 24, 1923, commencing at 2 P.M. at the spot, the following property declared specially bound and executable for the recovery of Rs. 1,358-32, together with legal interest thereon at 9 per cent. from March 15, 1923, and costs, to wit:—

The entire soil and all the trees of the portion in extent about 3 roods of the land called Liyanagedarawatta, situated at Weragoda, in the Wellaboda pattu of Galle District, Southern Province; bounded on the north by para and Boralugedarawatta, east by para and a portion of the same land, south by a portion of the same land, and west by Boralugedarawatta and a portion of the said land and the tiled and whitewashed house of 15 cubits standing thereon.

Further particulars from David de Silva, Esq., Proctor, Supreme Court, and Notary Public, "Malini," Ambalangoda, or from me:

P. W. GEORGE DE SILVA, Licensed Auctioneer and Commissions Ambalangoda, July 28, 1923.

# 🛈 Auction Sale of Land at Kokkuvil, in the District 🍕

NDER decree in case No. 16,119, D. C., Jafful, entered in favour of the plaintiff Chinniah Rojanayagam, in favour of the plaintiff Chimman reganayagam, by his attorney Sithamparanather Mailvaganam of Anaikottai, against the defenda ts(1)Chimathamby Matuthappu and another, and by virtue of the order squadth of the recovery of the amount therein stated 1 shall sell the under-mentioned land by public auction on Hriday, August 1923 at 4.30 P.M., at the spot 31, 1923, at 4.30 P.M., at the spot

All that piece of land called Keyulan, in extent 13 lachams varagu culture, with cultivated plantations, situated at Kokkuvil; and bounded on the east by the property of Annappillai, wife of Kartikesu, north by the property of Appachchipillai Nagalingam, west by lane, and south by the property of Kathirasippillai, wife of Chinniah. The whole hereof, together with the share belonging thereto in the well lying in the northern land.

District Court Jaffna, July 31, 1923. B. EMMANUEL, Commissioner

### Auction Sale.

In the District Court of Chilaw.

BY virtue of a commission issued to me by the District Court of Chilaw in lunacy case No. 2, I shall sell on Saturday, August 18, 1923, at the spot at 1.30 p. 1923.

The lease for 8 years of the property known as bubulla estate, situate at Bandirippuwa, Chilaw District.

Further particulars from B. R. A. Anderson, Esq., Procton S. C., Chilaw, or-

Chilaw, July 27, 1923.

S. P. ABEYAKOON, Auctioned

Plaint

Auction Sale. In the District Court of Kurunegala

Suna Pana Rawenna Mana Ramanadan Narammala ..... No. 9,432. Vs.

(1) Pahalamaru Durayalage Mohota, (2) ditto Bai both of Wennoruwa in Dambadeni Udukaka kofa east ...... . Defen

NDER and by virtue of decree entered in the above case and by virtue of order issued to meet the recovery of the amount stated therein. I shall sell by public auction the following property herein below declared bound and executable under the said decree on Saturday, August 25, 1923, commencing at 2 P.M., on the first land herein below:-

I. Innawatta of 4 seers kurakkan sowing, Meegahamulaliadda of 3 lahas paddy sowing, the field called Siyambala-gahakotuwa of 1 pela paddy sowing, the field called Galahitiyawa of 3 pelas paddy, Handurumullewatta of 1 timba kurakkan, Bulugahamulahena of Japout 1 laha kurakkan, the field called Siyambalagahakotuwa of 3 pelas paddy, Hitinawatta of about 1 peerkurakkan, Hitinawatta of 2 lahas kurakkan, Bulugahamulakeng of 3 lahas, Inna-watta of 4 seers kurakkan, Pahalagahantiyawekumbura of 1 amunam paddy sowing, Ihalagalahitiyawekumbura of 2 amunam paddy, Makulgollewatta of 6 lahas kurakkan, Imbulgahamulahena of 9 lahas kurakkan, Bulugaha-mulahena of 3 lahas kurakkan, Ela-addarahena of 3 lahas kurakkan, Dewalapolahena of 3 lahas kurakkan, Hitinawatta of 1 timba kurakkan, and Gamkadaimahena of 3 lahas kurakkan. The land composed of all these said allotments now called Innawatta and Galahitiyawa, situate at Wennoruwa in Dambadeni Udukaha korale east of Dambadeni hatpattu; bounded on the east by the village limit of Damunagala and Wennoruwa, south by

land of Kiriya and jak tree of Dewalapatahena, west by Dewakkara-ela, north by field of Ellie and chenas of Menika, excluding 5 lahas paddy sowing extent of the said field, Siyambalagahakotuwa of 3 pelas paddy and 2 pelas paddy sowing of Galahitiyawakumbura of 3 pelas paddy sowing. making in all 2 pelas and 5 lahas of the undivided land within these limits, an undivided 12/21 shares of the remaining entire land and of its houses and buildings.

- 2. Kadurugollewatta and Kadurugollepillewa of 1 acre and 8 perches in extent, situate at Wennoruwa aforesaid.
- Paragahapitiyewatta of about 2 lahas kurakkan sowing, Assedduwmakumbura, now garden, of 1 pela paddy. The land formed of these two contigous land, situate at Wennoruwa aforesaid, an undivided ½ share of the said
- Ela-addarahena, now garden, of about 3 lahas kurakkan sowing, situate at Wennoruwa, an undivided 1
- share of the said land.

  5. The northern share of about 4 lahas kurakkan sowing of Atukumburehena, of about 6 lahas kurakkan sowing and of thereto adjoining Bogahamulahena of about 2 lahas kurakkan, situate at Wennoruwa, an undivided I share of the said land.
- Dambagahamulamadahena and Dambagahamulamadawatta of 29 acres 3 roods and 6 perches in extent, situate at the said village, an undivided  $\frac{1}{2}$  share of the said land.
- 7. Dewalapatahenawatta of 2 acres 1 rood and 27 perches in extent, situate at Wennoruwa aforesaid, an undivided & share of the said land.

Further particulars from me:

Kurunegala, July 31, 1922

T. B. AMUNUGAMA, Licensed Auctioneer.

### Dissolution of Partnership.

E, the undersigned, hereby give notice that the partnership business carried on by us with Kalutantrige Bastian Peiris at No. 146, Dam street, Colombo, under the firm, name, and style of K. B. Peiris & Co. has been dissolved by mutual consent and taken over by the aforesaid Kalutantrige Bastian Peiris from July 20, 1923

> W. A. Soysa. R. S. DE SILVA. P. W. FERNANDO.

Revocation of Power of Attorney.

DAWLAGALA NIKAWEWA TIKIRI KUMARI-HAMY of Ulagalla Walawwa at Ulagalla, in the District of Anuradhapura, do hereby give notice that I have this day by Deed No. 366 and attested by S. Nataraja, Notary Public, revoked the power of attorney, No. 32 dated November 2, 1922, and attested by the same Notary, granted by me to Halwadana Walawwe Punchi Banda Dawlagala of Kahatapitiya in Udapalata of Kandy District.

Ulagalla Walawwa, July 24, 1923.

TIKIRI KUMARIHAMY.

Application for Enrolment as a Proctor.

PERCIVAL STEPHEN MARTENSZ of 1, Stafford place, Colombo, in the Island of Ceylon, do hereby give notice that, six weeks hence. I shall apply to the Hon. the Chief Justice and the other Judges of the Hon. the Supreme Court of the said Island to be admitted and enrolled a Proctor of the said Hon. Court.

Colombo, July 28, 1923.

PERCIVAL S. MARTENSZ.

### APPLICATION FOR FOREIGN LIQUOR LICENSES,

i hereby give notice that I have on June 20, 1923, applied to the Government Agent, Western Province, for the license shown in the schedule where annexed, for the licensing period ending September 20, 1924:—

Sphedule referred to.

Name and address of applicant: C. X. Pinto. Description of license applied for: The sale of medicated wines and rectified spirits by retail and wholesale.

State whether application is for renewal of existing license or for a new license: Renewal of existing license.

Situation of premises to be licensed: 1b, Chatham street, Fort, Colombo.

Colombo, June 10, 1923.

C. X. PINTO.

i hereby give notice that I have on June 4, 1923, applied to the Government Agent, Western Province for the license shown in the schedule bereto annexed, for the licensing period ending September 30, 1924, in compliance with Excise Notification No. 75 of June 45, 1918:—

Schedule referred to.

Name and address of applicant: J. B. Pinto, 30, Chatham street, Fig.

Description of license or incenses applied for: To sell rectified spirits an i medicated wines.

State whether application is for renewal of existing license or licenses or for a new incense or licenses: Renewal of licenses

Situation of premises to be licensed: 30, Chatham street.

J. B. Pinto.

We hereby give office that we have on July 30, 1923, applied to the Government Agent, Western Province Colombo, for the license shown in the schedule hereto annexed, for in licensing period ending September 30, 1924, in compliance with Extre Notification No. 15 of June 15, 1918.

Schedule referred to

Name and address of applicants: C. H. Varney & Co. Description of license or licenses applied for: Foreign liquor wholesale.

State whether application is for renewal of existing license or licenses or for a new license or licenses: Renewal of existing license.

Situation of premises to be licensed: 22, Baillie street, Colombo.

C. H. VARNEY & Co.

I hereby give notice that I have on June 25, 1923, applied to the Government Agent, Western Province, for the licenses shown in the schedule hereto annexed, for the licensing period ending September 30, 1924:-

Schedule referred to.

Name and address of applicant: Mrs. A. P. L. Ca chitty, 27, New Chetty street, Colombo.

Description of licenses applied for: (1) Retail sale for the sale of foreign liquor; (2) retail sale for the sale of foreign liquor; (3) restaurant license for the sale of foreign liquor including locally made beer.

Situation of premises to be licensed: 1, Kochchikade in Negombo District; 2 and 3, 44/47, St. John's road, Pettah, Colombo.

Mrs. R. B. CASIECHTTY.

I hereby give notice that I have on July 4, 1923, applied to the Government Agent, Western Province, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1924, in compliance with Excise Notification No. 75 of June 15, 1918:-

Schedule referred to.

Name and address of applicant: B. D. V. Silva, 106 1st Division, Maradana.

Description of license or licenses applied for Retail and

State whether application is for renewal of existing license or licenses or for a new license or licenses : Renewal of existing licenses.

Situation of premises to be licensed: 106, Division, Maradana.

B. D. V. SILVA.

hereby give notice that I have on July 28, 1923, applied the Government Agent, Western Province, Colombo, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1924, in compliance with Excise Notification No. 75 of June 15, 1918:-

Schedule referred to

Name and address of applicant: K. Porlantina Cooray (Mrs. D.A. Perera), 1, New Urugodawatta road, Grandpass,

Description of license or licenses applied for: Restaurant. State whether application is for renewal of existing license or licenses or for a new license or licenses: Renewal

Situation of premises to be licensed: 28, St. Joseph street,

Grandpass, Colombo.

DON POROLIS, for Mrs. D. A. PERERA.

hereby give notice that I have on June 6, 1923, applied the Government Agent, Western Province, for the license shown in the schedule hereto annexed, for the ficensing period ending September 30, 1924, in compliance with the Excise Notification No. 75 of June 15, 1918:—

Schedule refered to

Name and address of applicant: K. Juliana Liyandoru of Minuwangoda.

Description of license or licenses applied for: Retail

(retail off).

State whether application is for renewal of existing license or licenses or for a new license or licenses: For renewal of existing license.

Situation of premises to be licensed: 87, Tekkawatta,

Main street, Minuwangoda.

K. Juliana Liyandoru.

I hereby give notice that I have on July 30, 1923, applied to the Government Agent, Western Province, Colombo, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1924, in compliance

Schedule referred to.

Name and address of applicant B. A. P. Samarasinghe. Description of license or licenses applied for: Restaurant

State whether application is for renewal of existing license or licenses or for a new license or licenses: Renewal of

Situation of premises to be licensed: 111, Miriswatta road Gampaha.

B. A. P. SAMARASINGHE.

I hereby give notice that I have on July 31, 1923, applied to the Assistant Government Agent, Kalutara, for the licenses shown in the schedule hereto annexed, for the licensing period ending September 30, 1924, in compliance with Excise Notification No. 75 of June 15, 1918:—

Scheduld referred to.

Name and address of applicant: Mrs. M. A. Perera of Alanadure.

Description of licenses applied for: Retail and tavern licenses for the sale of foreign liquor.

Whether the application is for renewal of existing licenses or for new licenses: Renewal.

Siguation of premises to be licensed: 162, Wadigewatta, Main street, Horana.

ILIAN PERERA, (Mrs. M. A. PERERA.)

hereby give notice that I have on July 23, 1923, applied to the Government Agent, Central Province, Kandy, for the license shown in the schedule hereto annexed, for the licersing period ending September 30, 1924, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule referred to.

Name and address of applicant: Kiremadina Arachchige

Description of the license or licenses applied for: Foreign liquor retail.

State whether application is for renewal of existing license or licenses or for a new license or licenses: Renewal of existing license.

Situation of premises to be licensed: 73, Kotiagala,

Bogawantalawa.

K. A. CHARLES.

I hereby give notice that I have on June 20, 1923, applied to the Assistant Government Agent, Nuwara Eliya, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1924, in compliance with Excise Notification No. 75 of June 15, 1918

Schedule referred to.

Name and address of applicant A. Raymond Fernando, Diyagama, Agrapatnas.

for: Retail Description of license or licenses applied

cense.
State whether application is for renewal of existing license or licenses or for a new license or licenses: Renewal of existing license.

Situation of premises to be licensed: Diyagama, Agrapatnas, house No. 22.

A. RAYMOND FERNANDO.

I hereby give notice that I have on July 30, 1923, applied to the Assistant Government Agent, Hambantota, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1924, in compliance with Excise Notification No. 75 of June 15, 1948:

Schedule referred to.

Name and address of applicant: Gamekankanamge Johannes de Silva, Walker street, Hambantota.

Description of license or licenses applied for: Tavera

license for the sale of foreign liquor by glasses and retail license for the sale of foreign liquor by battless?

State whether application is for regional of existing license or licenses or for a flew license or licenses: For renewal of existing licenses. renewal of existing licenses.

Situation of premises to be licensed: 92, Bazaar street, Hambantota.

I hereby give notice that I have on June 7, 1923, applied to the Government Agent, Eastern Province, for the license shown in the schedule hereto annexed, for the licensing period ending September 30, 1924, in compliance with Excise Notification No. 75 of June 15, 1918:

Schedule referred to.

Name and address of applicant: W. Denes de Silva, 144, Kalmunai.

Description of license of licenses applied for: Retail license not to be consumed on the premises.

State whether application is for renewal of entire license or licenses or for a new license or licenses: Renewal of existing licenses existing license.

Situation of premises to be licensed: 144; South Coast road, Kalmunai. € W. D. DE SILVA

G. J. DE SILVA.

We hereby give notice that we have on June 14, 1923, applied to the Government Agent, Province of Uva, for the license shown in the schedule hereto annexed for the licensing period ending September 30, 1924, in compliance with Excise Notification No. 75 of June 15, 1978:—

Schedule referred to. R. M. Fernandio &

Name and address of applicant R. M. The Army and Navy Stores, Divertalawa.

Description of license or licenses applied for: Retail license for the sale of foreign liquor.

State whether application is for renewal of existing license or licenses or for a new license or licenses: Renewal of existing license. of existing license.

Situation of premises to be licensed: The Army and Navy Stores, Diyatalawa.

> per pro R. M. FERNANDO & Co., F. D. GUNASEKERA.

#### NOTICES. ROAD COMMITTEE

### Branch Road from Norwood Bridge to Maskeliya and Moray.

(Flood Damages.)

OTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repairing flood damages on the above road for the year ending September 30, 1923, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will, on Saturday, August 11, 1923, at 10.15 A.M., at their office in Kandy, proceed to assess the undermentioned estates to make up the private contributions:-

Rs. 1,145.00 Government moiety Rs. 1,173 62 Private contributions

Proprietors or Agents	Estates.	Acreage.
	•	
The Eastern Produce a	nu Norwood	882
Estates Company, Ltd	Norw Volley	457
Mackwood & Co. R. Lamb	Destruced	7.40
R. Lamb	Rockwood	070
Lee, Hedges & Co., Ltd.	Waskenya	440
J. M. Robertson & Co.	Glenone	200
Sir Thomas Lipton		298
Do. J. M. Robertson & Co.	Ovoca	
J. M. Robertson & Co.	Queensland	281
Bois Bros. & Co.  J. M. Robertson & Co.  Whittall & Co.  Do.  A. P. Juckes  Clarence Communication	Queensianu	a 201
J. W. Robertson & Co.	Diamedal	1262
whitean & Co.	M-ttinghom	258
DO.	Mottingnam	187
Colombo Commercial Co	Dunowar	107
pany, Ltd. Whittall & Co. Do. L M Robertson & Co.	III- Tradina	205
pany, Luc.	Demograph	2~2
William & Co.	Coglisher	
Do. J. M. Robertson & Co.	Casklebell	
o. Mr. Though profit of Co.	· · MIMIOUITALL	244
Do.	Deeside	441
William Rollo (Geor	ge Glenugie	. 955
Steuart & Co.) Do. G. B. de Mowbray G. H. Hood		377
DO.	Bargrove	205
G. B. de Mowbray	Dotale	108
Do.	Dotale Braemer Kelaniya	3511
Geo. Steuart & Co.	Kelaniya	" <sub>" و</sub> ر
	Brownlow and Tarf	
Do. Lewis Brown & Co.	Gangawatta	186
Mica W N Hand	Gangawatta Mousakele Ekolsund Nyanza	278
Torrig Proven & Co	N	305
Miss V. N. Hood Lewis Brown & Co. Whittall & Co.	Nyanza	394
Do.	· · Duccombe and mean.	
Lambert L. Pieris	Rutherford	276
Con Storont & Co	Hapugastenne Kintyre Bitterne	606
Geo. Steuart & Co. Do.	Kintyre	288
Do. P. C. Adams	Bitterne	169
A N Croin	Ricarton and Leasto	
A. N. Greig	Laxapana, York,	and
D II Dries	John's land	866
Do	• Diamovie	239
R. H. Price Do. G. Johnson	St. Andrews	321
G. Johnson Do. A. N. Greig E. H. Etches	Dainousie	289
A N Chair	Situaganga	143
A. N. Greig	Suluganga	155
E. H. Etches Uplands Tea Estates Co.	rorres	387
Opianos rea Estates Co.	morayana vanodone	401
Do.	Geades	198
Do.	Deigmolic	187
Do.	Geddes Corfu Rajamalle Gartmore Group, La	212
L. Elwell	Gartmore Group, La	ren-
	field, Gartmo Bevys, Frogmore Adam's Peak	re,
Charm Walless & C	Bevys, Frogmore	848
Shaw, Wallace & Co.	Adam's Peak	742

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY, Provincial Road Committee's Office, Chairman. Kandy, July 23, 1923.

### Norwood-Upcot Branch Road.

(Flood Damages.)

OTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repairing flood damages on the above road for the year ending September 30, 1923, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will, on Saturday, August 11, 1923, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:-

Government moiety Private contributions	Rs. 58	. ,
Proprietors or Agents.	Estates.	Acreage.
J. M. Robertson & Co.	Lanka and Craigl	
R. Cotesworth	Stockholm	283
Do	Lower Cruden	194
Geo. Steuart & Co.	Mahagala	290
Do	Mahanilu	290
Harrisons & Crosfield, Ltd.	. Kincora	245
R. B. Harvey	Gouravilla	706
Ceylon Tea Plantation Co.	Alton	225
Do.	Beaconsfield	168
Scottish Ceylon Tea	Co.,	
Agents	Blairavon	177
Geo. Steuart & Co.	Minna	277
Mackwood & Co.	Scarborough	276
C. B. Prettijohn	Ormidale	350
Mackwood & Co.	. Anandale	296
Whittall & Co.	Cleveland	340
Rosehaugh Tea Co.		nd
	Meeriacotta	409
Fairlawn Estates Co.	Suriakanda	221
Do	Fairlawn	297
Do	Glencoe (Bargany	
Scottish Ceylon Tea Co.	Mincing Lane	194
	euart	
& Co., Agents)	Ladbrook	208
Ceylon Tea Plantations Co.		232
Geo. Steuart & Co.	Strathspey	231
And at the same time and evidence, if necessary, and r		

evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY, Provincial Road Committee's Office, Chairman. Kandy, July 23, 1923.

# Norton-Carolina Branch Road.

(From Carolina Estate, 11th mile, Ambegamuwa, to Norton Bridge.)

### (Flood Damages.)

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 repairing flood damages on the above road for the year ending September 30, 1923, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will, on Saturday, August 11, 1923, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned. estates to make up the private contributions:-

Government moiety Private contributions	Rs. Rs.	2,575·00 2,639·37
Proprietors or Agents.	Estates.	Acreage.
T. E. Earle (R. Bennet) Carolina Tea Company (S. P.	St. Aubins	336
Blackmore Scottish Ceylon Tea Company	Dotiagalla	181
Limited (R. Bennett)	Lonach and	Ben- 759

Proprietors or Agents.	Estates.	Ac	reage.
A. H. and E. P. Harding (R. E	I	-	•
Dawnall)	. Killin		307
Do	. Comar		261
Alliance Tea Co. (E. C. Cameror	a) Aberdeen		480
H. E. Prettijohn (E. Ware) .	. Norton "	• •	336
Hon. Mr. T. E. de Sampayo an	ıd	• •	000
L.B. Fernando (B.J.A. Carrin		and	
	Ellaoya		477
H. A. Grigg (S. H. Grigg) .	Lammermoor		187
H. A. Grigg and W. J. Hamilto		•	. 10,
(S. H. Grigg)	. Laxapanagalla		344
$\mathbf{D}_{0}$	. Theberton		191
Fred. Clerk (S. H. Grigo)	Elfindale	•	640
Fred. Clerk (S. H. Grigg) H. A. Grigg	Galawatta	,	176
H. E. Prettijohn (E. Ware) .	Donnybrook	• • •	375
Hon. Mr. T. E. de Sampayo (H	3.	• •	010
J. A. Carrim)	. Glengariffe		338
Eastern Produce & Estates Co		• • •	000
	. Dandukelewa	and	•
2200. (O. O. Opino.)	Vellaioya		1,881
T. R. de Jersey Lovell (C. E.	·	•.•	1,001
T. R. de Jersey Lovell (C. E. Cameron)	. Green Hayes		157
And at the same time and p	lace the Commit	too wi	
evidence, if necessary, and rec	ceive and conside	r obje	etione
and suggestions.	corve and conside	ı obje	CULOILIS
and buggestions.	W. L. KINDE	EDST.TO	
Provincial Road Committee's		hairm	
Kandy, July 23, 1923.	· · ·	TOTAL	
11011dy, 5 dry 20, 1020.			

### Branch Road from Norwood to Campion.

(Acquisition of Land for Cooly Lines.) OTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for acquisition of land for cooly lines on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:-

Rs. c.

Government moiety Private contributions		•••		62 63	. :
Acreage, 5,741—Rate,	0070	)7c.			
Proprietors or Agents. Estates.			A	mou Rs.	
Bogawantalawa Tea Co.,			• • • •	T-013+	٠.
Ltd. (G. H. Sparkes) Bridwell		473	. 4.	3	35
Do Bogawana	٠.	436		3	9
Do. Bogawana Anglo-American Direct		·			
Tea Trading Co., Ltd. Lynsted		405		2	87
Imperial Ceylon Tea Es-			٠.,		~
tates, Ltd Friedland		163		່ 1	16
Major-General Sir C. Fr.					
Hadden, K.C.B., and					
Fred. Hadden Kotiyagala		1,089	٠.	7	<b>7</b> 0
Kandapola Estates Co.,					
Ltd Devonford	• •	284		2	1
Kintyre Estates Co. (Geo.					
Steuart & Co.) Eltofts Ceylon Land and Produce		290	• •	2	5
Ceylon Land and Produce					
Co Fetteresso	• • •	438	٠٠.	3	10
Co Fetteresso R. H. Cooper . Lynford	. • • :	273	• •	1	93
Galaha Company Campion	and	6.7	Y		
Kohinoor	• • .	724	• • •	5	12
Ceylon Provincial Estates	·		. *	. ,	
Co., Ltd Loinorn	• •	239	• • '	1	69
Imperial Ceylon Tea Es-					
tates, Ltd St. Vigeans	• •	185	• •	1,	31
tates, Ltd St. Vigeans D. E. Kelly Northcove Galaha Company Dunlow	· ·	265	• • •	. 1	88
Galaha Company Dunlow	and				
Aldie	• •	477	• •	3	37
	Tot	al	••	40	63
	٠.				

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before August 31, 1923.

W. L. KINDERSLEY, Provincial Road Committee's Office, Chairman. Kandy, July 23, 1923.

# Brownlow-Luccombe Branch Road.

(Flood Damages.)

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 repairing flood damages on the above road for the year ending September 30, 1923, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will, on Saturday, August 11, 1923, at 10.15 A.M., at their office in Kandy, proceed to assess the undermentioned estates to make up the private contributions :-

Corremment maiety

Private contribution	s	Rs. 861	• .
Proprietors or Agents.		Estates.	Acreage.
Geo. Steuart & Co.		Kintyre	288
Do.		Bitterne	` 169
P. C. Adams		Rickarton and Leaston	596
Geo. Steuart & Co.		Gangawatta	186
G. H. Hood	٠	Kelaniya	3511
Lewis Brown & Co.		Mousakele	278
Miss. V. N. Hood		Ekolsund	305
Lewis Brown & Co.		Nyanza	394
Whittall & Co.	٠.	Rutherford	276
	1.	Luccombe and Heath	- ··· *
•		field	478
Lambert L. Pieris		Hapugastenne	606

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY, Provincial Road Committee's Office, Chairman. Kandy, July 23, 1923.

### Golshenwatta-Yatawatta Branch Road.

OTICE 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, 1923, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896" have assessed the under-mentioned estates to make up the private contributions:-

(Estimate No. D 125, sanctioned on December 6, 1922.) Government moiety Rs. 1,486 · 75 Private contributions .. Rs. 1,501.62

1st to 2nd	section, 2 mile	s.	
Total acreage, 3,161— Sectional rate, ·237	Moiety of cos	t, Rs. 78	<b>0 · 50</b>
		Ä	mount.
Proprietors or Agents.	Estates.	Acreage.	Rs. c.
J. H. Carson and W. H. Tindall & Co. (Agents,			
Carson & Co., and W.			
Hermon, Superintendent			
J. Hayward)	coollusa		133 67
Total acreage, 2,598—] Sectional rate, ·288	section, 4 mile Moiety of cost, 88c.—Total rat	Rs. 750 5	(O
The Lanka Plantations Co.		F.)	
Limited (J. M. Robertson	n.	1. A 1. A 1.	
& Co., Superintendent, C			
H. Lambert), J. M. S			
	. Yatawatta	1,265	665 77
The Dangan Rubber Co.			
Ltd. (Agents, Carson &			
Co., Superintendent, T. I	3.		
Worthington)	. Dangan Grou	p 894	470 52
Vauxhall Rubber Co., Ltd			
(Agents, J. M. Robertson	n. tugust		

H. Lambert) Laksahena 179 47 341 G. K. Hormusjee .. Nowagala 98 .. 51 58

& Co., Superintendent, C.

Total .. 1,501

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before August 31, 1923.

Rs. . 1,501 62 -Private contributions Deduct unexpended balance, 1921-1922 0.61

1,501 Amount to be recovered on account 1922-23

Provincial Road Committee's Office, W. L. KINDERSLEY, Chairman. Kandy, July 23, 1923.

### Arandara-Morontota Estate Cart Road.

REFERRING to the notice dated July 3, 1923, and published in the Gamman Country of the State of the Country of published in the Government Gazette Nos. 7,338 and 7,339 of July 6 and 13, 1923, respectively, notice is hereby given that, under section 14 of "The Estates Roads Ordinance, No. 12 of 1902," the under-mentioned persons were elected to form the Local Committee to perform the duties imposed upon such Committee by the said Ordinance in

respect of the above road, to serve from July 21, 1923, to July 21, 1925, viz.: -Messrs. A. A. Franklin (Chairman), M. C. Lyde, and G. B. Harvey.

Provincial Road Committee, Ratnapura, July 27, 1923.

S. S. NAVARATNAM, for Chairman.

### Deniyaya-Hayes Road.

IT is hereby notified that under the provisions of section 12 of "The Branch Roads Ordinance, 1896," the following gentlemen have been elected to form a Local Committee in respect of the upkeep of the road from Deniyaya to Hayes for the two years from July 14, 1923, to July 13, 1925:--

Messrs. M. S. Furlong of Hayes estate, H. Lloyd-Jones of Anningkanda estate, S. O. Hanbury of Panilkande estate. Mr. M. S. Furlong has been appointed Chairman of the Committee.

P. H. DE LA HARPE,

Provincial Road Committee Office, for Chairman. Galle, July 30, 1923.

#### NOTICES. BOARD LOCAL

OTICE is hereby given that the houses, &c., mentioned in the appeared solution in the annexed schedule at Gampola, having been seized for non-payment of Police, Local Board, and water rates for 1st quarter, 1923, will be sold by public auction on August 22, 23, and 24, 1923, at 8 A.M., on the spot at Gampola, in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale, are duly paid.

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

Kandy Kachcheri, July 30, 1923.

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

### SCHEDULE.

Ambagamuwa street: Nos. 25, 31, 42, 43, 67, 84, 88, 89, 108, 109, 110, 124, 126, 128, 129, 131, 132, 135, 137, 143, 157, 183, 184, 185, 186, 188, 189, 190, 191, 192, 193, 194, 195, 216; Hospital road: Nos. 5, 20, 22, 23, 27, 36, 41, 44, 47; Kandy road: Nos. 7, 11, 30, 32, 38, 39, 43, 44, 52, 53, 54, 56, 57, 58, 59, 61, 81, 86, 98, 100, 103, 105, 114, 129, 130, 134, 140, 142, 144, 145, 146, 147, 170, 185. 193, 199, 209; New Nuwara Eliya: Nos. 6, 20, 23, 24, 29, 32, 44, 54, 75; Station road: Nos. 8, 19, 20, 34, 50; Ferry lane: Nos. 1 and 3; Malabar street: Nos. 3, 7, 12, 13, 14, 15, 23, 45, 55, 95, 96, 122, 123, 124, 131, 132, 138, 140, 141, 142; Kadugannawa: Nos. 3, 4, 9, 14; Molton: Nos. 1, 8, 21, 22, 26; Hill street: Nos. 19 and 23; Martyn's Nos. 1, 3, 21, 22, 20; Illia side et : Nos. 13 and 23; Marryn's lane: Nos. 1, 2, 3; Illia watura: Nos. 2, 4, 5, 11, 12, and 13, 15, 35, 41, 42, 42A, 44, 50, 54, 58, 59, 60, 62, 63, 66, 67, 70, 74, 78, 80, 82, 84, 85, 87, 88, 89, 91, 93, 95, 103, 106, 107, 108, 109, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 125, 128, 131, 133, 136, 137, 141, 143, 144, 145, 140, 151, 152, 152, 153, 134, 145, 155, 156, Singla prices. Neg 23, 134, 144, 145, 144, 14 149, 151, 152, 153, 154, and 155, 156; Singhapitiya: Nos. 22, 28, 33, 34, 35, 41, 42, 53, 58, 76, 78, 83, 91, 94, 95; Mahara , Nos. 15, 23, 49, 52, 53, 57, 62, 63, 64, 72, 73–75, 77, 78, Keerapane: Nos. 1, 8, 15, 17, and 18, 19, 20, 23, 29, 38, 39, 40, 44A, 45, 50, 55, 64, 65, 68, 70, 74, 75, 79, 81, 85, 91; Unamboowa: Nos. 3, 4, 12, 14, 17, 18, 22, 23, 32, 23, 34, 35, 36 and 37, 46, 48, 50, 51, 52, 53, 56, 57, 59; Kahatapitiya: Nos. 3, 4, 9, 11, 24, 25, 28A, 33, 34, 35, 37, 41, 42, 43, 44, 45, 50, 65, 66, 72, 78, 80, 82, 87, 88, 89, 90, 91, 100, 102, 103, 104, 105, 109, 110, 118, 121, 122, 123, 127, 129, 130, 132, 137, 146, 147, 150, 157, 160, 161, 162, 165, 166, 167, 168, 172, 174, 176, 177, 178, 179, 180, 184, 185.

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

# Sale of Arrack Rents, Kalutara District, 1923-24.

TENDERS are hereby invited for the exclusive privilege of selling arrack for a period of twelve months from October 1, 1923, to September 30, 1924, in the taverns mentioned in the schedule hereto attached marked A, subject to the arrack rent sale conditions published in the Government Gazette No. 7,334 of June 15, 1923.

Tenders which must be in sealed envelopes, superscribed "Tenders for arrack rents," should be addressed to the Assistant Government Agent, Kalutara, and should reach the Kalutara Kachcheri not later than 11 A.M. on Tuesday, August 21, 1923. The tenderers must be present

at the Kachcheri at the time.

The Assistant Government Agent, shall have power, in his discretion, to refuse or to accept any tender, subject to which power the highest tenderer shall be the grantee of the rent, and shall confirm to and perform all the conditions under which the privilege is sold. If two or more tenders are equal or if there are no satisfactory tenders, the Assistant Government Agent may forthwith put up the rents for sale by public auction.

The rent will, subject to condition 3 above, be sold to the person who offers the highest price (exclusive of duty and cost price) for every gallon of arrack removed from the warehouse for sale in the tavern. Separate prices should be quoted as rent (a) for arrack in bulk, and (b) for arrack in sealed bottles.

Arrack shall be purchased from the warehouse established by Government at Kalutara. The duty and cost price to be paid per gallon at 32° u.p. at the warehouse are-

Duty. Cost price. Rs.  $\mathbf{c}$ . Rs. c.

Toddy arrack 4 50 2' 50 -

The taverns shall open and close as follows:-Welapura Kalutara .. 8 A.M. to 8 P.M. Desastra Kalutara and Katukurunda ... 8 A.M. to 7 P.M. All other taverns 8 A.M. to 6.30 P.M.

Further particulars can be obtained on application at the Kalutara Kachcheri.

The Kachcheri, H. A. BURDEN, Kalutara, July 30, 1923. Assistant Government Agent.

		SCHED.	ULE A.	
No.		Tavern.	No. Tavern.	
1		Maha Waskaduwa	7 Maha Paiyaga	ala
2		Desastra Kalutara	8 . Maggona	. •
3	• • •	Welapura Kalutara	9 Beruwala	2
4	• • إ	Katukurunda	10 Moragala	
5		Kalamulla	11 Wadduwa	
6		Kuda Paiyagala		

#### 1906." PATENTS ORDINANCE, NOTIFICATIONS UNDER "THE

\*HE following specifications have been accepted:-

No. 1,998 of June 23, 1923 (Date applied for under Section 48 of the Ordinance, May 17, 1921).

Western Electric Co., Ltd.

"Improvements in or relating to loaded electric conductors."

Abstract.—The inductance of signalling conductors has commonly been increased by the use of loading coils. In the present invention continuous loading is used, the conductor being enveloped with a sheath of magnetic material throughout its length. This magnetic material is approximately 78½ per cent. nickel with 21½ per cent. iron wound on as tape and then heat treated at 875°C, the wire being held straight during cooling. The magnetic material used is characterized by low hysteresis loss and a high permeability especially with low magnetizing forces.

The claims are :-

A transmission like loaded for high speed signalling with a magnetic material, comprising nickel and iron and having a higher permeability at magnetizing forces of a small fraction of a gauss, than iron.

2. A transmission line loaded with a magnetic material having a higher permeability at low magnetizing forces

than iron.

A transmission line loaded with a magnetic material having a lower hysteresis loss than iron.

A transmission line loaded with a magnetic material having a higher permeability at low magnetizing forces 4.

than iron and a lower hysteresis loss than iron.

5. A continuously loaded signalling conductor comprising a conducting core surrounded by a oppositely wound layers of magnetic material, said magnetic material having a surface coating of oxide formed thereon to insulate the layers from each other and from the conductor.

6. A continuously loaded signalling conductor comprising a conductor surrounded by oppositely wound layers of tape of magnetic material, said tape having a surface coating of oxide formed thereon to insulate the layers from each other

and from the conductor.

The method of loading a signalling conductor which consists in surrounding a conductor with magnetic material, and then heat treating said conductor and magnetic material, the position of the conductor undergoing heating being maintained in a substantially straight condition.

The method of loading signalling conductors which consists in winding a conductor with oppositely wound

layers of magnetic material and then heat treating said conductor and magnetic material.

9. The method of loading signalling conductors which consists in winding a conductor with oppositely layers of magnetic material and then heat treating said conductor and said magnetic material while said conductor is in a substantially straight condition.

The method of loading signalling conductors which consists in surrounding a conductor with magnetic material. heating said conductor and said magnetic material to a predetermined temperature and then cooling, the loaded conductor

being maintained in a substantially straight condition during said cooling.

One sheet of drawings.

No. 1,999 of June 23, 1923, (Date applied for under Section 48 of the Ordinance, May 17, 1921).

Western Electric Co., Ltd.

"Improved magnetic material."

Abstract.—The applicants claim as a magnetic material a nickel iron alloy, e.g., 78½ per cent. nickel, 21½ per cent. iron, suitably heat treated and said to have a low hysteresis loss and a high permeability especially with low magnetizing

The claims are :-

1. A magnetic material characterized by its comprising nickel and iron and having a higher permeability than that of iron at low magnetizing forces, substantially as described.

2. A magnetic material comprising nickel and iron and having developed therein by heat treatment high

permeability at low magnetizing forces, substantially as described.

3. A magnetic material characterized by a higher permeability than that of iron at magnetizing forces of 2/10 gauss or less, comprising nickel and iron, and in which the nickel component is 25 per cent. or more of the whole.

4. A magnetic material characterized by a higher permeability than that of iron at magnetizing forces of 2/10 of

a gauss or less, comprising nickel and iron, and in which the nickel component predominates.

A magnetic material characterized by a higher permeability than that of iron at magnetizing forces of 2/10 of a gauss or less comprising nickel and iron, and in which the nickel component is  $78\frac{1}{2}$  per cent. or thereabouts of the whole.

6. A magnetic material in accordance with claim 1, having its hysteresis loss less than 200 ergs per cubic centimeter for a loop for which the limiting value of the induction is 5,000 C. G. S. units.

7. A magnetic material comprising nickel and iron, having a permeability of low magnetizing forces high er than that of iron, and in combination therewith an electric conductor in inductive relation to said material. One sheet of drawing.

> W. N. RAE. Registrar of Patents.

### TRADE MARKS NOTICES.

42050 IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:

(1) Trade Mark No. 2,913.

to (a)

(2) Date of Receipt: June 15, 1923.

(3) Applicant (Proprietor of the Trade Mark): JERONI-MUS NAZARANE PAIVA, The Rendez-Vous Tea Rooms, buildings, Galle road, Bambalapitiya, Jeanne D'arc Colombo; Importer of Foreign Goods.

Address for service in the Island, if any :-

Class: Forty-two.

(6) Goods: Food and drink for human consumption.

(7) Mark:

# RENDEZ-VOUS

Registrar-General's Office, Colombo, July 4, 1923.

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

provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the N compliance with the provisions of The Trade Mark is advertised :—
following application of a Trade Mark is advertised :—

Trade Mark No. 2.902.

(2) Date of Receipt: May 29, 1923.

(3) Applicant (Proprietor of the Trade Mark): NADIRSHAW RUTTONJEE PESTONJEE, trading under the name, style, and firm of RUTTONJEE PESTONJEE, Keyser street, Colombo; Merchant.

(4) Address for service in the Island, if any:

- (5) Class: Forty-two.
- (6) Goods: Butter, margarine, and their compositions.

(7) Mark:



The essential particular of the Trade Mark is the distinctive label.

Registrar-General's Office, Colombo, July 24, 1923.

E. T. MILLINGTON, Acting Registrar-General

N commance with the provisions of "The Trade Marks Sidmance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:

(1) Trade Mark No. 2,927.

(2) Date of Receipt: July 12, 1923.

(3) Applicant (Proprietor of the Trade Mark): A WANDER, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), 45, Cowcross street, London, E. C., England; Manufacturing Chemists.

(4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.

(5) Class: Three.

(6) Goods: Chemical substances prepared for use in medicine and pharmacy.

(7) Mark:

# OVALTINE

Registrar-General's Office, Colombo, August 1, 1923.

E. T. MILLINGTON, 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) Trade Mark No. 2,931.

(2) Date of Receipt: July 20, 1923.

(3) Applicant (Proprietor of the Trade Marker: VITA-MOGEN, LIMITED (a Company incorporated under the laws of Great Britain and Ireland), Buchanan buildings, 24/26, Holborn, London, E. C. 1, England; Manufaturers. (4) Address for service in the Island: Julius & Creasy,

Bristol buildings, York street, Fort, Colombo.

(5) Class: Forty-two.

(6) Goods: All goods included in this class.

(7) Mark:

# VITAMOGEN

Registrar-General's Office, Colombo, August 1, 1923. Acting Registrar-General.

E. T. MILLINGTON,

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised :-

(1) Trade Mark No. 2,933.

(2) Date of Receipt: July 20, 1923.
(3) Applicant (Proprietor of the Trade Mark): BOOT'S PURE DRUG COMPANY, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), 37, Station street, Nottingham, England; Merchants.

(4) Address for service in the Island: Julius & Creasy,

Bristol buildings, York street, Fort, Colombo.

(5) Classes: (a) Three; (b) Eleven.

(6) Goods: (a) In Class 3 in respect of chemical substances prepared for use in inclining and pharmacy.
(b) In Class 11 in respect of instruments, apparatus, and

contrivances, not medicated, for surgical or curative purposes, or in relation to the health of men or animals.

(7) Mark:

# REGAI

Registrar-General's Office, Colombo, August 1, 1923.

E. T. MILLINGTON, Acting Registrar-General.

#### SALES OF TOLL AND OTHER RENTS.

OTICE is hereby given that the Government Agent for the Western Province will receive tenders at the Colombo Kachcheri at 12 noon on Monday, August 20, 1923, for the purchase of the under-mentioned toll rents of the Western Province from October 1, 1923, to September 30, 1924.

Separate tenders should be made for the several rents as shown below.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount for twelve months in cash, and should the offer be accepted by His Excellency the Governor, to furnish approved security for one-half of the purchase amount for twelve months, or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer.

He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving their opinion of the title deeds of properties tendered by him as security and for examining and settling the security bond, and the fees charged by the Crown Proctors for examining documents and drawing the security bond, the expenses of

Prices of Foods tuffs. &c., in Colombo, on August 1, 1923.

appraising the properties and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909.

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

Further information can be obtained on application to the Government Agent.

TOLLS OTHER THAN THOSE ON THE TRUNK ROADS.

A.—Colombo District.

1. Tolls on the Hendala canal at Hendala and at Pamunugama. Tolls on the Hendala canal at Gorakagahatotupola and at a point on the western bank of the old Negombo canal at Pamunugama, 642 yards north of the canal called Joseph's canal.

2. Toll on the Kittampahuwa canal.

Government Agent's Office. Colombo, July 28, 1923.

Colombo, August 3, 1923.

J. G. FRASER, Government Agent.

#### COUNCIL MUNICIPAL NOTICES.

### MUNICIPALITY OF COLOMBO.

		Per		nolesa Rs. c.	le.	Per	-	Retail. Rs. c.
Paddy, Country		Bushel		2 75	1	Measur	e	
Paddy, Imported		do.		3 0		do.		_
Rice, Country		do.		_		do.		_
Rice, Kara		do.		5 12		do.		0 16
Rice, Kallunda		do.		5 44		do.	• •	0 17
Rice, Sulai	٠	do.		5 62		do.	• •	0 18
Rice, Muttusamba		do.	٠.	7.0		do.		0 22
Raw Rice (Rangoon)		do-		5 44		do.		. —
Raw Rice (Singapore)		do.		<b>5</b> 0	٠	do.		_
Raw Rice (Batavia)		do.		_		do.	• •	_
Dhall (Tuvarai)		. —		<del></del> -	8	seer .		0 22
Dhall (Mussouri)		_		_		do.		0 16
Green Peas						do.	••	0 16
Ulundu				·		do.		0 16
Gram						do.	• •.	0 15
Wheat Flour	• •	·		_	1		/ · •	0 12
American Flour	• •			_	• •	do.	• •	0 13
Ghee, Cow	• •		• •			Bottle	• •	5 0
Ghee, Buffalo		· <del></del>	• •			eer		2 75
Milk	• •		• •			3ottle	• •	0 40
Potatoes (Indian)			• •	_	1		• • •	0 10
Potatoes (Bangalore)	• •	_	• •	_		do.	• •	_
Onions (Bombay)	• •	. —	• •		• •	do.	• •	0 8
Onions, Red	• •		• •			do.	• •	0 7
Bread			• •			-lb. lo	af	0 18
Tea	• •				11		• •	1 0
Coffee	• •		• •		• •	do.	• •	0 56
Limes		-				)oze <b>n</b>	• •	0 12
Coconuts						Cach	• •	0 10
Sugar, Soft				_			• •	0 26
Sugar, Crepe					• •	do.	• •	0 22
Sugar, Ceylon			• •	-	• •	do.	• •	
Sugar Candy	• •	<b>—</b> .	• •	_	• •	do.	• •	0 34
Sugar, Brown	••		••	<del></del>	• •	do.	• •	_

		Wholes	ale.	Retail.
	Per	Rs. c		Rs. c.
Salt		—	Measure	
Salt	· '		lb.	0 6-
Dried Chillies			do.	0 34
Coriander			do.	0 18
Pepper			Measure	
Garlie	_		lb.	0 24
Mustard		•• =	Measure	
Turmeric		••	lb.	
Fenugreek	_	•• —	do.	
Cummin		•• —	do.	
Aniseed		—	do.	0 56
Tamarind	_			0 12
Jaggery			do. Bundle	30-36c.
Gingelly		—	Seer	
Gingelly Oil				
Coconut Oil		—	Bottle	1 25
Kerosine Oil, Daylight.			Measure	
Kerosine Vil, Elephant		—	Bottle	0 19
Brand			,	
Kerosine Oil, Monkey		—	do.	—
Brand			•	•
Bulk Oil, Rising Sun		—	do.	• •
Matches, Three Stars		• •	·· do.	•: —
matches, Inter Bulls	_	—	Packet	of
Matches (Japanese)			12 bo	
Beef .	_	—	do.	0 12
Mutton		—	lb	0 35
Donle	_	—	do.	0 80
Ohiolaan	_	—	do.	0 60
Warm	_	—	Each	50–75c.
	_	—	do.	0 6
Dry Fish, Nettali (Hal- messan)				
Th 771-1 (NE 12)	_	—	lb.	0 25
Dry Fish (Maldive)			do.	0 65
		G. H.	N. SAUNDE	RS.
The Municipal Office,	Finar	icial Assi	stant to the	Chairman
Colombo Angust 2 1022		34		

Municipal Council.

### **MISCELLANEOUS** DEPARTMENTAL NOTICES.

### Sale of Goods.

HE under-mentioned packages lying at Messrs. The Ceylon Wharfage Company's premises beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on Tuesday, August 21, 1923, at 1 r.m. Goods must be cleared on or before Friday, August 24, 1923:-

	REHOUSE.

Date of Steamer.	Steamer.	From	Marks.	Number and Description of Packages.
January 9, 1922 .	. "Tana"	Christiania	Three dashes in a diamon	$d \cdot d \cdot$
		No. 7 WAREI	HOUSE.	
March 24, 1923 .	. "Moreton Bay"	Australia	Nil	I case apples empty
H. M. Cust Colombo, July			The State of the S	B. G. DE GLANVILLE, for Principal Collector.

### Sale of Opods.

OTICE is hereby given that the under-mentioned packages which have been lying in B. I Warehouse beyond the time allowed by law, will be sold by public auction on Tuesday, August 21, 1923, at 1 P.M., unless previously cleared. Goods must be cleared on or before Friday, August 24, 1923:-

Entry No. and Da	ate.				
1920.		Vessel.		Marks.	Description.
E 2,613 July	27	ss. Taian Maru		F in a triangle and 20/21 outside	2 cases cigarettes
E 621 August	6	ss. Maidan		1991 in a diamond and KSSF. outside	1 case apparel
E 275 September	6	ss. Dunera	• •	JF & Co. in a diamond and M 1023 CM outside	6 cases wine
E 1,686 Septembe	r 14	ss. Media	• •	586 in a diamond and C M M H or 587 outside	4 packages perfumery
E 2,662 Septembe	r 23	ss. Boerol		M upon 1335	10 cases milk
1921.					
E 901 June	14	ss. Trelevan		RZS or RSZ upon 1052	1 bale piece goods
E 374 July 1922.	11	ss. Novara		KVL V upon 944 in a V mark and ½ outside	2 packages stationery
<b>E 2,560</b> June	28	ss. Ockenfels		30 in a diamond and A M A L outside	2 bars iron
1920.			,	•	•
	8	ss. City of Buenos Aires		W P upon HCMR	1 empty hat case

H. M. Customs, Colombo, July 26, 1923. B. G. DE GLANVILLE. for Principal Collector.

### Statement showing the Importation of Rice into the different Ports of Ceylon during the Week ended July 28, 1923.

Ceylon Port.	Port of Origin.	Number of Bags.			
Colombo	 Bombay		82		
$\mathrm{Do}_{ullet}$	 Calcutta		3.955		
$_{\cdot}\mathrm{Do}_{ullet}$	 Penang		2,000		
$\mathbf{Do.}$	 Rangoon		95,141		
Do.	 Tuticorin		211		
D <b>o.</b>	 Dhanushkodi		9,387		
Kayts	 Adirampat <b>a</b> m		174		
Point Pedro	 Negapatam		100		
Other Ports	 Nil.	•.•	Nil.		

(2,157 bags of rice were shipped during the week.)

H. M. Customs, B. G. DE GLANVILLE. Colombo, July 31, 1923. for Principal Collector.

### UNIVERSITY OF LONDON. Intermediate Examination in Arts.

T is hereby notified that the University of London has accepted Pali with Early Indian History, or Sanskrit with Early Indian History as alternatives to Latin or Greek under section 1 of the Syllabus of the Intermediate Examination in Arts. The Syllabus\* in each is given below:—

### Pali with Early Indian History.

Pali Reader (Maung Tin).
Anguttara Nikaya, Tika Nipata with Commentary, 2. vaggas 1-7.

- Mahavansa, Chapters XIII.-XIX. Note.-Students are recommended to consult the Commentary on this book.
- Dhammapada, vaggas I.-IV. (Together with questions on the general contents of the above 1-4.)
  - General History of Pali literature.

Pali grammar.

Translation of unseen easy passages (a) from Pali into English, (b) from English into Pali.

Early Indian History. A. J. Rapson's "Ancient India from the Earliest Times to the First Century A.D.'

### Sanskrit with Early Indian History.

- Translation from specified texts, with questions on their language and subject matter and on the history of the Sanskrit literature.
  2. Translation from unspecified texts; translation from

English into Sanskrit; questions on Grammar.
Early Indian History. A. J. Rapson's "Ancient India from the Earliest Times to the First Century A.D.' Prescribed Books:

> Macdonell: A Vedic Reader for Students (Oxford, 1918).

Nalopakhayana (ed. Eggling, Edinburg, 1913). Hitopadesa: Book I. (Bombay Sanskrit Series).

No extra fee is payable for these subjects, but candidates taking them should forward their entries so as to reach this office not later than November 30.

\* Provisional and subject to revision.

Education Office Colombo, July 28, 1923.

L. MACRAE, Director of Education.

### The Ceylon Medical College.

FINAL EXAMINATION, JULY, 1923.

First Class (in Order of Merit). None.

Second Class (in Order of Merit).

No. 8 S. N. Chelliah. 1 No. 16 N. Sinnadurai.

The following candidate complete the Examination:-No. 1 D. L. J. Kahawita.

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

### Second Apothecaries' Examination, July, 1923.

First Class (in Order of Merit).

No. 4 P. S. L. Fernando No. 2 T. B. Guneris.

Second Class (in Order of Merit).

No. 3 G. E. Nanayakkara No. 1 J. D. Gabriel. No. 10 D. T. Abeyaratne. No. 7 M. S. S. de Silva.

The Perry Exhibition is awarded to No. 2 T. B. Guneris.

### Suspension of a Certificate.

is hereby notified for general information that the Second Calss Certificate No. 77 of April 9, 1921, issued to J. K. Eliathamby, who was trained at the Training Institution at Arasadi, has been suspended for one year from April 15, 1923, for falsification of the register, absence without leave, and indiscreet conduct in the village. The teacher was last employed at the BT/Kokkaticholai Mixed School under the Wesleyan Mission.

Education Office, E. EVANS. Colombo, July 23, 1923. Assistant Director of Education.

### Closing of the Government Stores Department for Annual Stocktaking and Verification.

THE Government Stores Department will be closed for the issue of stores from October 1 to 13, 1923 (both days inclusive), for the purpose of the annual stocktaking and verification.

2. Heads of Departments are requested to note that requisitions which do not permit of being fully executed on or before September 15, 1923, will not be accepted after September 8, 1923.

> JOHN GIBB, Colonial Storekeeper.

Government Stores Department, Colombo, July 28, 1923.

### Sale of Srcap Iron, &c., Colombo Lake Development Scheme.

TOTICE is hereby given that a quantity of scrap iron (approximately 4 tons) now lying at the Colombo Lake Development Scheme Yard, Parsons road, Fort, Colombo, will be sold by public auction on the spot on Saturday, August 11, 1923, at 1 P.M.

The scrap iron is to be sold in one lot, and consists of pieces of flat and corrugated iron sheets, bolts and nuts,

rivets, short length of angle iron, &c.

2. The materials may be inspected at the site on and after August 6, 1923, on permit of the Engineer-in-Charge,

Colombo Lake Development Scheme.

3. The purchasers will be required to deposit the full amount of the purchase money with the Engineer-in-Charge, Colombo Lake Development Scheme, at the close of the auction, when the materials become the property of the buyer at his risk. All materials must be removed within three days of the date of sale.

Public Works Office, Colombo, July 31, 1923.

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

### Abstract of Cooly Labourers on Estates in the several Provinces during the Quarter ended March 31, 1923.

District.			Number		Number of Immigrant Labourers.					Number of			Number of	
		of Estates.		Males.	Females.			Total.		Births	•	Deaths.		
Weste	rn Prov	ince.												
Colombo Kalutara	••		•••	78 110	••	7,998 15,711		5,810 13,204		13,808 <b>2</b> 8,91 <b>5</b>	••	189 39 <b>2</b>	•	
Cents	ral Prov	ince.		•						•				•
Kandy Matale Nuwara Eliy	 7a				• • •	67,003 14,095 41,408		66,130 12,210 41,647	•••	133,133 26,305 83,055		2,011 358 1,261	• •	
South	ern Pro	vince.												
Galle Matara	••	•	••	40 23	•••	4,021 2,865		3,034 2,440		<b>7,0</b> 55 <b>5,30</b> 5		84 70	•••	29 31
North-	Vestern .	Provinc	е.		•				•					
Kurunegala Puttalam Chilaw	••		••			4,500 45 78	•••	3,113 33 47	••	7,613 78 125	••	_	• •	71:
Pro	vince of	Uva.		· :	,								٠	
Badulla  Province	, î.a.	, .	•	182	• • •	<b>34,04</b> 4	••	33,935	••	67,979	•••	894	•	. 474
Ratnapura		•						17,994 <b>20,76</b> 7			••		•	· 278 · 262

Colonial Secretary's Office, Colombo, July 28, 1923,

CECIL CLEMENTI. Colonial Secretary

THE Assistant Government Agent, Mullaittivu will, on Wednesday, August 29, 1923, at 1 P.M., at his office at Vavuniya, put up to auction sale the under-mentioned portions of the land sold for default of Irrigation fines and bought by the Crown in accordance with section 69 (2), of the Irrigation Ordinance No. 45 of 1917. Four allotments of land situated in the Vavuniya south division of the Mullaittivu District of the Northern Province.

Date of Acquisition by Crown.

Name and situation of Land.

September 16, 1908 ...

An undivided 1 bushel sowing extent of the land called Periyaveliyilkamam, situated at Velankulam in Kilakkumulai south; bounded on the east by the property of T. U. Thampoe, south by the property of Veerasingam Chelliah, west by jungle, and on the north by the property of Meenachy, widow of Manapuly, and another; in extent 7 bushels.

March 7, 1911

All the land called Periyaveliyilkamam, situated at Thandikulam in Naduchcheddikulam division; bounded on the east by the property of Parupathi, daughter of Vaikali, south by reservation for tank, west by river bank, and north by the property of Velan Arunachalam; in extent l bushel.

September 9, 1911

All that land called Kandadiyilkamam in Velankulam in Kilakkumulai south; bounded on the east and south by Crown land, west by T. U. Thampoe and others, and north by property belonging to Sinnappillai Kanapatippillai; in extent 7 bushels.

All that land called Vempadiyilkamam, stuated at Periyamadu in Kilakkumulai north division;

October, 1915

bounded on the east by the property of Theivanai, widow of Mappanar, south by the property of Sampunather Kattar and others, west by the property of Sithamparam, widow of Seharampillai, north by jungle; 6 bushels in extent.

Mullaittivu Kachcheri, July 17, 1923.

M. K. T. SANDYS, Assistant Government Agent.

### Rinderpest.

HEREAS by proclamation dated July 14, 1923 published in the Government Gazette No. 7,340 of July 20, 1923, the premises bearing assessment No. 9, situated at Prince's Gate, 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 July 23, 1923.

The Municipal Office,

CHAS. W. PATE, Colombo, July 24, 1923. Municipal Veterinary Surgeon.

### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease exists in the village of Kapugama, in Wellaboda pattu of the Matara District: It is hereby proclaimed under the provisions of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, that the area—the limits of which are specified below -is an infected area.

This proclamation shall take effect from date hereof.

Boundaries of the infected area referred to.

North.—The village boundary between Talalla north and Kapugama east and the boundary between Wellaboda pattu and Four Gravets.

East.—The village boundaries between Gandara No. 2, and Talalla south, and Kapugama east.

South.—Public Works Department road to Tangalla.

West.—The village boundaries between Kapugama west, Dondra north, and Kapugama east.

Matara Kachcheri, July 24, 1923.

G. S. WODEMAN. Assistant Government Agent.

### Foot-and-Mouth Disease.

THEREAS foot-and-mouth disease exists in the villages of Kottegoda and Pathegama south No. 1, in Wellaboda pattu of the Matara District: It is hereby proclaimed under the provisions of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, that the areathe limits of which are specified below-is an infected area.

This proclamation shall take effect from date hereof.

Boundaries of the village Pathegama South No. 1. North.—The village boundary between Pathegama south No. 2, and Pathegama south No. 1:

East.—The village boundary between Kottegoda and Pathegama south No. 1.

South.—The seashore.

West.—The village boundary between Pathegama south No. 1 and Naotunna.

### Boundaries of the village Kottegoda.

North.—The village boundaries between Pathegama south No. 2 and Babarenda south, and Kottegoda

East.—The village boundary between Babarenda south and Kottegoda.

South.—The seashore.

West.—The village boundary between Pathegama south No. 1 and Kottegoda.

Matara Kachcheri, July 31, 1923.

G. S. WÓDEMAN, Assistant Government Agent.

### Foot-and-Mouth Disease.

HEREAS foot-and-mouth disease exists in the village of Gangodagama, in Kandaboda pattu of the Matara District: It is hereby proclaimed under the provisions of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1905, that the area—the limits of which are specified below-is an infected area.

This proclamation shall take effect from date hereof.

### Boundaries of the infected area.

North.—The village limits of Kohuliyadda and Wewala. East.—The village limits of Pottewela and Oture. South.—The village limits of Talgahaduiwela, Naradda,

and Karatota.

West.—The village limits of Dematapitiya, Lalpe, and Kchuliyadda.

The Kachcheri, Matara, July 31, 1923.

G. S. WODEMAN, Assistant Government Agent.

### Foot-and-Mouth Disease.

HEREAS foot-and-mouth disease exists in the village of Talalla south in Wellaboda pattu of the Matara District: It is hereby proclaimed under the provisions of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, that the area—the limits of which are specified below—is an infected area.

This proclamation shall take effect from date hereof.

# Boundaries of the infected area.

North.—The village boundary between Talalla north, Naotunna, and Talalia south.

East.—The village boundary between Naotunna and Talalla south.

South.—Seashore.

West.—The village boundaries between Gandara No. 2, Kapugama east, and Talalla south.

Matara Kachcheri, July 31, 1923.

G. S. WODEMAN, Assistant Government Agent.

### Foot-and-Mouth Disease.

HEREAS foot-and-mouth disease exists in the village of Weligatta, in Magam pattu of the Hambantota District: It is hereby proclaimed under the provisions of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, that the area—the limits of which are specified below-is an infected area :-

This proclamation shall take effect from date hereof.

Boundaries of the infected area referred to.

North by village limits of Weligatta. East by Weligatta-Bundala road. South by Embalikalupulewaya, and West by the Pallemalala village limits.

A. H. EGAN. The Kachcheri, Assistant Government Agent. Hambantota, July 27, 1923.

### Foot-and-Mouth Disease.

WHEREAS by proclamation dated July 2, 1923, and appearing in Government Gazette No. 7,339 of July 13, 1923, Part I., page 1516, Waduwadeniya and Pitiyegama in Halpitiya wasama of Kinigoda korale, Kegalla District, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said area, it is hereby declared to be no longer an infected area.

Kegalla Kachcheri, July 19, 1923.

R. H. WHITEHORN, Assistant Government Agent.

### Foot Disease.

THEREAS foot disease has broken out in garden No. 435c, at Welikada in Colombo Mudaliyar's Division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz:

The area bounded on the north by dewata road from Yakbedda road to Galtota ferry, east by dewata road from Cotta road to Kamatawatta, south by eastern side of high road from Bogaha junction to Kamatawatta, and west by eastern side of high road from Bogaha junction to Yakbedda.

This declaration is to take effect from this date.

The Kachcheri, Colombo, July 24, 1923.

R. J. PEREIRA, for Government Agent.

### Foot Disease.

HEREAS by proclamations dated June 6 and May 10 W 1923, and published in the Government Gazettes Nos. 7,334 of June 15, and 7,328 of May 18, 1923, the land called Ambagahawatta, at Kirigampamunuwa and village Mawittara, in Salpiti korale of the Western Province, were proclaimed as infected areas in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot disease no longer exists in the said areas, it is hereby notified and declared that they are free form foot disease, and no longer infected areas.

This declaration is to take effect from this date.

The Kachcheri, Colombo, July 31, 1923.

K. VAITHIANATHAN, for Government Agent.

### Foot Disease.

WHEREAS by proclamation dated June 28, 1923, and published in the Government Gazette No. 7,338 of 1923, the village known as Wellampitiya, in Colombo Mudaliyar's Division of the Western Province, was proclaimed as an infected area, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909 and whereas foot disease no longer exists in the said area, it is hereby notified and declared that it is free from foot disease, and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, Colombo, July 28, 1923.

R. J. PEREIRA. for Government Agent.

# NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE," No. 11 OF 1920.

### Panadure Urban District Council Election.

T is hereby notified under section 31'(2) of the abovementioned Ordinance that the following candidate has been elected a member of the Panadure Urban District Council for the years 1923, 1924, and 1925 :-

Division No. 6, Mr. Arthur Moonesinghe.

E. T. MILLINGTON, Assistant Government Agent.

Panadure, July 17, 1923.

### Licensed Auctioneer.

THE following person was licensed during the month of June to carry on the trade or business of an auctioneer within the Jaffna Urban District Council area for the year 1923, and his name is published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922.

A. Presudi, Auctioneer, 1st Cross street, Jaffna.

A. CANAGARATNAM. Chairman.

Office of the Urban District Council, Jaffna, July 23, 1923

### GOVERNMENT NOTIFICATIONS

(Continued from page 1649.)

"THE DEFENCE FORCE ORDINANCE, 1910."

EGULATION made by the Colonel Commandant the Troops, after consultation with the Commandant, and approved by His Excellency the Governor, in terms of section 12 of "The Defence Force Ordinance, 1910, as amended by Ordinance No. 18 of 1922.

By His Excellency's command,

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

### Regulation referred to.

Regulation No. 194 of the Regulations for the Ceylon Defence Force published kegulation No. 194 of the Regulations for the Ceylon Detence Force published by Notification dated November 24, 1911, and appearing in Government Gazette No. 6,477 of December 1, 1911, as amended and added to (194A and 194B) and set out in the Notifications dated May 29, 1914, July 17, 1917, October 18, 1917, December 20, 1917, May 25, 1922, and November 7, 1922, and appearing respectively in Government Gazettes of June 5, 1914, July 20, 1917, October 19, 1917, December 19, 1917, Dec 1917, June 2, 1922, and November 10, 1922, is hereby repealed, and the following regulations shall be substituted in lieu thereof:

- A Horse Allowance of Rs. 6 per diem will be paid for each day in Camp or proceeding to and from Camp to the following Officers, Warrant Officers, Non-Commissioned Officers, and Privates of the Ceylon Defence Force:
  - (1) Officers, Warrant Officers, Non-Commissioned Officers, and Privates of the Ceylon Mounted Rifles.
  - (2) The Officer Commanding, Ceylon Planters' Rifle Corps.
  - (3) The Officer Commanding, Ceylon Garrison Artillery.(4) The Officer Commanding, Ceylon Light Infantry.

  - 5) The Officer Commanding, Colombo Town Guard.
  - (6) Majors, Ceylon Garrison Artillery, Ceylon Light Infantry, Ceylon Planters' Rifle Corps.
  - (7) Captains Commanding Companies in Camp, Ceylon Garrison Artillery Ceylon Engineers, Ceylon Light Infantry, Ceylon Planters' Rifle Corps, Colombo Town Guard, and Ceylon Medical Corps.
    - Provided that each Officer, Warrant Officer, Non-Commissioned Officer, or Private detailed above is in possession of a suitable horse, which must be his own property.
- 194 A. Every efficient member of the Motor Cycle Section, Ceylon Planters' Rifle Corps, maximum strength fifty, and six Despatch Riders of the Ceylon Engineers will be paid a grant of Rs. 100 per annum for the upkeep of Motor Cycle.

## "THE FORMER ENEMY ALIENS ORDINANCE, No. 19 OF 1919."

T is hereby notified that, under the provisions of section 8 of "The Former Enemy Aliens Ordinance, No. 19 of 1919," as amended by section 2 of 'The Former Enemy Aliens (Amendment) Ordinance, No. 13 of 1922, the following resolution was passed at the Meeting of the Legislative Council held on July 19, 1923:-

That this Council resolves that "The Former Enemy Aliens Ordinance, No. 19 of 1919," be continued in operation for a further period of one year from August 29, 1923.

By His Excellency's command,

CECIL CLEMENTI. Colonial Secretary.

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

"The Rubber Restriction Ordinance, No. 24 of 1922."

IS Excellency the Governor in Executive Council, in exercise of the powers vested in him by section 3 of "The Rubber Restriction Ordinance, No. 24 of 1922," is pleased to declare that the percentage of restriction for the quarter beginning August 1, 1923, will be reduced from sixty-five per cent. to sixty per cent.

By His Excellency's command,

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 for pension purposes, the period of their temporary employment during which their salaries are paid from Loan Funds:—

Name.

Pensionable Appointment.

Seconded Service.

Date of Secondment.

Mr. E. J. Peries ... Mr. A. K. Chápman ... District Engineer, Public Works Department Head Overseer, Public Works Department . . . On Loan Works ...

October 1, 1922

do.

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By His Excellency's command,

Colonial Secretary's Office, Colombo, August 2, 1923. Cecil Clementi, Colonial Secretary

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

OTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of "The Cemeteries and Burials Ordinance, No. 9 of 1899," and on the recommendation of the proper authority, to wit, the Government Agent of the Western Province, made under the said section 34, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground for the members of the families of (1) Paiyagalabadalge Gabriel de Silva, (2) Paiyagalabadalge Velunhamy, and (3) Gowindawaduge Adrianhamy of Wadugoda in Kalutara totamune, in the District of Kalutara, from the date hereof.

By His Excellency's command,

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

### SCHEDULE.

An allotment of land called Gederewatta, situated at Paiyagala of Kalutara totamune, in the Kalutara District of the Western Province, and described in plan No. 570 issued by Mr. J. Weeraratna, Licensed Surveyor, of Kalutara, and bounded as follows:—

On the north by a portion of the same land, on the east by Mirihanaowita, on the south by Uswatta, and on the west by a portion of the same land. Containing in extent, 27 perches.