

Ceylon Government Gazette

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Part I.—General.

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APPOINTMENTS, &c., BY THE GOVERNOR.

No. 418 of 1923.

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

Mr. H. A. BURDEN to act, in addition to his own duties, as District Judge, Kalutara, and Additional Commissioner of Requests and Police Magistrate, Kalutara, for November 6, 1923, during the absence of Mr. W. H. B. CARBERY, or until the resumption of duties by that officer.

Mr. A. P. BOONE to be Additional District Judge, Galle, with effect from October 25, 1923, until further orders.

Mr. A. CATHIRAVELU to be Additional District Judge, Jaffna, for November 7, 1923.

Mr. W. S. STRONG to act as Commissioner of Requests and Police Magistrate, Puttalam, and Additional District Judge, Puttalam, for October 27 and 28, 1923, during the absence of Mr. G. C. MILES, or until the resumption of duties by that officer.

Mr. S. SANSONI to act as Commissioner of Requests and Police Magistrate, Negombo, and Assistant Superintendent of the Prison at Negombo for October 27, 1923, during the absence of Mr. C. E. ARNDT, or until the resumption of duties by that officer.

Mr. R. G. SAUNDERS to the Office of Commissioner of Requests and Police Magistrate, Negombo, and Assistant Superintendent of the Prison at Negombo, with effect from November 1, 1923, until further orders.

Mr. B. L. DRIEBERG to act as Commissioner of Requests and Police Magistrate, Avissawella, for November 7, 1923, during the absence of Mr. E. W. KANNANGARA, or until the resumption of duties by that officer.

Mr. SOLOMON FERNANDO to act as Commissioner of Requests and Police Magistrate, Panadure, from November 3 to 10, 1923, during the absence of Mr. M. H. KANTAWALA, or until the resumption of duties by that officer.

Mr. F. MARKUS to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, with effect from October 26, 1923, until the resumption of duties by Mr. D. B. SENEVIRATNE, or until further orders.

Mr. R. ALUWIHARE to be Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, with effect from November 2, 1923, until further orders.

Dr. KANAPATHIPILLAI CATHIRAVELU, Medical Officer, Kalpitiya, to be an Official Member of the Sanitary Board of the Puttalam District, with effect from October 1, 1923, *vice* Dr. G. P. DE SILVA, transferred.

Mr. H. K. DE KRETZER, Provincial Engineer, Uva, to be an Official Member of the Local Board, Badulla, under section 5 (1) of Ordinance No. 13 of 1898, *vice* Mr. E. W. CADE, who has left the Province.

Mr. H. K. DE KRETZER, Provincial Engineer; to be a Member of the Sanitary Board for the Province of Uva, *vice* Mr. E. W. CADE, who is leaving the Island.

Mr. A. JOSEPH PERERA to be an Inquirer for Kalutara totamune of the Kalutara District, *vice* Mr. K. D. JAMES PERERA, deceased.

The Notification No. 149, published in the *Gazette* dated April 27, 1923, is cancelled in so far as it affects the appointment of Mr. A. JOSEPH PERERA.

By His Excellency's command,

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

No. 419 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Dr. V. CROOS-DABRERA, Medical Officer, under section 11 (2) of Ordinance No. 11 of 1920, to be a Member of the Chilaw Urban District Council, *vice* Dr. W. WIJEGOONEWARDANE, transferred.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 30, 1923. Colonial Secretary.

No. 420 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the following persons to be Inquirers into Sudden Deaths for the pattus mentioned against their names:—

(1) Mr. CHARLES EDWIN DE SILVA ABEYSIRIWARDENA SENEWIRATNA GOONETILLAKA, Mudaliyar of Talpe pattu; for the whole of Talpe pattu.

(2) Mr. WILLIAM HENRY PERERA WANIGATUNGA, Mudaliyar of Wellaboda pattu; for the whole of Wellaboda pattu.

(3) Mr. DAVID LAURENCE ABEYSUNDERA WIRASINHA, Mudaliyar of Gangaboda pattu; for the whole of Gangaboda pattu.

By His Excellency's command,

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

No. 421 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Supply and Transport Corps:—

To be Second Lieutenant.

Sergeant WILLIAM McCULLOCH.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 23, 1923. Colonial Secretary.

No. 422 of 1923.

IT is hereby notified for general information that Mr. H. FREI has returned to the Island and resumed duties as Consul for Switzerland at Colombo.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 26, 1923. Colonial Secretary.

No. 423 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. WILSON PUNNASOMA ABEYWARDENE WICKRAMASINGHE, of "Clayton," Laurie's road, Bambalapitiya, to be a Notary Public throughout the judicial division of Matara, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 30, 1923. Colonial Secretary.

No. 424 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. FRANCIS CONRAD PERERA, of Wadduwa, to be a Notary Public throughout the judicial division of Panadura, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 30, 1923. Colonial Secretary.

No. 425 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. SAMSON ERNEST WIJESURIYA, of "Wijemandire," Dodanduwa, to be a Notary Public throughout the judicial division of Galle, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 25, 1923. Colonial Secretary.

No. 426 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VINCENT AMARASINGHE, of Unawatuna, Galle, to be a Notary Public throughout the judicial division of Galle, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 25, 1923. Colonial Secretary.

No. 427 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. KANKANAN TANTRI EDWIN DE SILVA, of Ambalangoda, to be a Notary Public throughout the judicial division of Balapitiya, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 30, 1923. Colonial Secretary.

No. 428 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. JOSEPH PATRICK PERERA, a Proctor-Notary practising throughout the judicial division of Colombo, to be a Notary Public throughout the judicial division of Matara, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 30, 1923. Colonial Secretary.

No. 429 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VELUPPILLAI NAGALINGAM, of Vaddukkoddai, Jaffna, to be a Notary Public throughout the judicial division of Jaffna, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 30, 1923. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VIVIAN PERCIVAL REDLICH as an Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General) of the Galle District of the Southern Province, for November 1, 1923. His office will be at the Kachcheri, Galle.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, October 23, 1923. Colonial Secretary.

IT is hereby notified that I have confirmed MASAKORALAGE LUWINIS DE SILVA in his appointment as Registrar of Births and Deaths of Talpe division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province. His office will be at Arambewatta in Unawatuna.

Registrar-General's Office, E. T. MILLINGTON,
Colombo, October 29, 1923. Registrar-General.

IT is hereby notified that I have appointed ALVAPPILLAI AIYAMPILLAI (provisionally), as Registrar of Births and Deaths of Uduppiddy division, and of Marriages (General) of Vadamardchi west division, in the Jaffna District of the Northern Province, with effect from October 30, 1923, *vice* Registrar, M. SINNATTAMBEY, deceased. His office will be at Manatpulo in Uduimaiyanan; station: Irasingammanal in Valluvedditturai.

Registrar-General's Office, E. T. MILLINGTON,
Colombo, October 24, 1923. Registrar-General.

IT is hereby notified that I have appointed TIKIRI BANDA POHOOLYADDE to act as Registrar of Marriages (Kandyan and General) of Hurulu palata division, in the Anuradhapura District of the North-Central Province, for thirty days, with effect from November 1, 1923, *vice* K. B. PANABORKE, on sick leave. His office will be at Ulagalla Walawwa.

Registrar-General's Office, E. T. MILLINGTON,
Colombo, October 29, 1923. Registrar-General.

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

The Assistant Provincial Registrar, Kandy, has appointed HERAT WASALAMUDIYANSELAGE PALLEWALAWWE KUDA BANDA RANAWANA to act as Registrar of Births and Deaths, and of Marriages (General) of Harispattu No. 2 division, in the Kandy District of the Central Province, for twenty-one days from October 31, 1923, during the absence of the Registrar, ALFRED DUNUWILA, on leave. His office will be at Ranawanawalawwa in Arambepola.

The Assistant Provincial Registrar, Kandy, has appointed WATAPOLA KANDURE BANDARALAGE 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 two days from November 1, 1923, during the absence of the Registrar, T. B. SENEVIRATNA, on leave. His office will be at Alutwalawwa in Doranegama.

The Additional Assistant Provincial Registrar, Matale, has appointed PUNCHI BANDA NUGAPITIYA to act as Registrar of Births and Deaths of Matale Medasiya pattu division, and of Marriages (General) of Matale south

division, in the Matale District of the Central Province, for two days from October 29, 1923, during the absence of the Registrar, A. B. NUGAPITIYA, on leave. His office will be at Hitinagedarawatta in Nugapitiya.

The Additional Assistant Provincial Registrar, Matara has appointed DON JOHN WIJESINGHA to act as Registrar of Births and Deaths of Four Gravets No. 3 Division, and of Marriages (General) of Town and Gravets, Matara division, in the Matara District of the Southern Province, for thirty days from October 29, 1923, during the absence of the Registrar, P. D. J. WIJESINGHA, on leave. His offices will be at Ganga-addarawatta in Pallimulla, and Sattambigewatta in Weraduwa.

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 seven days from October 22, 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 BASTIAN HELIYAGODA to act as Registrar of Births and Deaths of Western Walakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for four days from October 24, 1923, during the absence of the Registrar, D. J. DE S. SUDUSINGHE, on leave. His office will be at the permanent Registrar's office.

The Assistant Provincial Registrar, Jaffna, has appointed MURUKAR CHITTAMPALAM to act as Registrar of Births and Deaths of Manippay division, in the Jaffna District of the Northern Province, for five days from October 24, 1923, during the absence of the Registrar, S. THIRUVILANGAM on leave. His office will be at Paddappulo in Manippay.

The Assistant Provincial Registrar, Jaffna, has appointed KATHIRIPPILLAI TAMPIPPILLAI to act as Registrar of Births and Deaths of Mayiliddi division, and of Marriages (General) of Valikamam north division, in the Jaffna District of the Northern Province, for four weeks from October 24, 1923, during the absence of the Registrar, M. CHINNAIYA, on leave. His office will be at Kurumpai-chiddi in Mayiliddi south; station: Timikkan in Mayiliddi north.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed SEBASTIAN MICHAEL JOSHUA to act as Registrar of Births and Deaths of Koralai pattu south division, and of Marriages (General) of Koralai pattu division, in the Batticaloa District of the Eastern Province, on October 25, 1923, during the absence of the Registrar, N. PETER, on leave. His office will be at Hilda estate in Koralkallimadu; stations: Santiveli and Murakkodan-chenai.

The Assistant Provincial Registrar, Kurunegala, has appointed DISSANAYAKE MUDIYANSELAGE KIRIHAMY to act as Registrar of Births and Deaths of Medagandahe korale division, and of Marriages (General) of Dewameddi hatpattu division, in the Kurunegala District of the North-Western Province, for fifteen days from October 24, 1923, *vice* Registrar, M. A. M. UKKUBANDA, retired. His office will be at Mamunuwa.

Registrar-General's Office, E. T. MILLINGTON,
Colombo, October 30, 1923. Registrar-General.

GOVERNMENT NOTIFICATIONS.

IT is hereby notified that Mr. S. P. Wickremasinha has passed in riding in the first examination for Civil Servants held in October, 1923.

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

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

PURSUANT to the second section of the Pension Minute dated December 9, 1908, it is hereby notified that the holders of the posts specified below are entitled to pension :—

Colombo Museum.
Secretary and Librarian?
Assistant Librarian.
General Assistant to the Director.

Fisheries Department.
Assistant Marine Biologist.
Storekeeper.

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

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

"THE LOCAL GOVERNMENT ORDINANCE, NO. 11 OF 1920."

BY-LAW made by the Ratnapura Urban District Council, under section 164 of Ordinance No. 11 of 1920, approved by the Local Government Board, confirmed by the Governor in Executive Council, and published for general information under section 166 (1).

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

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

BY-LAW REFERRED TO.

The by-law published by Notification dated August 30, 1923, in *Government Gazette* No. 7,347 of August 31, 1923, shall be numbered 1, and the following by-law shall be added thereafter and numbered 2 :—

2. Any person committing a breach of the above by-law shall be guilty of an offence and shall be liable, on conviction, to a fine not exceeding Rs. 25.

Department of Indian Immigrant Labour.

"THE LABOUR ORDINANCE, NO. 1 OF 1923."

Notification No. 9.

IT is hereby notified that His Excellency the Governor in Executive Council, in exercise of the powers conferred on him by sections 14 and 23 of "The Labour Ordinance, No. 1 of 1923," has been pleased to make the following regulation, under Chapter III., in addition to the regulations in Chapters I. and II. of the regulations made under section 14 of "The Labour Ordinance, No. 1 of 1923," dated July 12, 1923, and appearing in Notification No. 1 of the Department of Indian Immigrant Labour, published in the *Ceylon Government Gazette* No. 7,339 of July 13, 1923.

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

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

Regulation referred to.

CHAPTER III.

Government Departments.

Any sums voted under section 12 (c) of the Ordinance shall be taken as the contribution of Government to the Fund, and shall entitle Government Departments to be treated as if they were employers paying acreage fees, for all purposes in connection with the regulations issued under sections 14 and 23 of the Ordinance. Provided that when Indian immigrant labourers are introduced into Ceylon on behalf of any Government Department for seasonal work which will not extend beyond a limited period, under one year in duration, if such labourers are entitled to and claim repatriation, under section 22 of the Ordinance, at the end of such period the cost of repatriating such labourers shall either be borne by the Department, or if borne in the first instance through the Immigration Fund, shall be repaid to the Fund by the Department.

THE following copy of revised regulations issued by the Civil Service Commissioners respecting examinations for Eastern Cadetships is published for general information.

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

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

REGULATIONS.

Examinations for Eastern Cadetships, viz., for Cadetships in the Civil Services of Ceylon, Hong Kong, and Malaya.

THE Cadets are selected by open competitive examination held by the Civil Service Commissioners, to whom all inquiries on the subject should be addressed.

Any such examination is open, under such general restrictions as may be laid down, to all natural-born, but not naturalized, British subjects, being of the requisite age, health, and character.

2. Candidates for Ceylon Cadetships must be natural-born British subjects either of pure European or Ceylonese descent on both sides or of mixed European and Ceylonese descent. Candidates for Hong Kong or Malayan Cadetships must be natural-born British subjects of pure European descent on both sides.

2A. No person will be eligible for assignment to any of these Cadetships who has made before any Tribunal established under the Military Service Acts, 1916, an application for the issue to him of a certificate of exemption from the provisions of those Acts on the ground of a conscientious objection to the undertaking of combatant service.

3. Candidates successful in the competition who may be assigned to any of these Cadetships may be called upon to satisfy the Secretary of State for the Colonies that they fulfil the above requirements as regards descent. To avoid delay candidates claiming to be of Ceylonese or mixed descent would do well to provide themselves in advance with a form of certificate by application to the Colonial Secretary's Office, Colombo.

4. The examinations for these appointments will, as a rule, be held in the month of August of those years in which vacancies have occurred in any of the above services; and the successful candidates will be allotted, as and when opportunity offers, to the various Colonies or States in which vacancies may exist upon a consideration of all the circumstances, including their own wishes; but the requirements of the Public Service will rank before every other consideration, and the Secretary of State retains full discretion to allot as he thinks fit.

5. Candidates must have attained the age of 22 and must not have attained the age of 24 on the first day of August in the year in which the examination is held, and must satisfy the Civil Service Commissioners that they are duly qualified in respect of health and character. They must be of sound constitution, possessed of good sight, and physically qualified for service in tropical climates, and they will be called upon to undergo a strict medical examination to test these points.

6. The examination will include the following subjects.* The numerical value is shown against each subject.

SECTION A.—CANDIDATES ARE TO TAKE UP ALL THE SUBJECTS IN THIS SECTION.

	Marks.		Marks.
1 Essay	100	4 Everyday Science	100
2 English	100	5 Auxiliary Language	100
3 Present Day	100	6 <i>Viva Voce</i>	300

SECTION B.—OPTIONAL SUBJECTS.

Candidates are allowed to take up subjects in this section up to a total of 1,000 marks.

	Marks.		Marks.
<i>History.</i>			
7 English History to 1660	200	35 Higher Botany	200
8 British History, 1660-1914	200	36 Lower Geology	200
9 European History, either Period 1 or Period 2	200	37 Higher Geology	200
10 European History, Period 3	200	38 Lower Physiology	200
<i>Economics, Politics, Law, and Philosophy.</i>			
11 General Economics	200	39 Higher Physiology	200
12 Economic History	100	40 Lower Zoology	200
13 Public Economics	100	41 Higher Zoology	200
14 Political Theory	100	42 Engineering	400
15 Political Organization	100	43 Geography	400
16 Constitutional Law	100	44 Physical Anthropology	100
17 Private Law	200	45 Social Anthropology	100
18 Roman Law	100	46 Agriculture	200
19 International Law	100	47 Experimental Psychology	100
20 Moral Philosophy	100	<i>Languages with Associated Civilizations.</i>	
21 Metaphysics	100	48 English Literature, Period 1	200
22 Logic	100	49 English Literature, Period 2	200
23 Psychology	100	50 Latin Language	200
<i>Mathematics and Science.</i>			
24 Lower Pure Mathematics	200	51 Roman Civilization	200
25 Higher Pure Mathematics	200	52 Greek Language	200
26 Lower Applied Mathematics	200	53 Greek Civilization	200
27 Higher Applied Mathematics	200	54 French Language	200
28 Astronomy	200	55 French Civilization	200
29 Statistics	100	56 German Language	200
30 Lower Chemistry	200	57 German Civilization	200
31 Higher Chemistry	200	58 Spanish or Italian Language	200
32 Lower Physics	200	59 Spanish or Italian Civilization	200
33 Higher Physics	200	60 Russian Language	200
34 Lower Botany	200	61 Russian Civilization	200
		62 Arabic Language	200
		63 Arabic Civilization	200
		64 Persian Language	200
		65 Persian Civilization	200

* A syllabus, defining in general terms the character of the examination in the various subjects, is sent herewith.

SECTION C.

An extra Numerum subject may be offered carrying 100 marks, and chosen from the following :—

- Physical Anthropology.
- Social Anthropology.
- An auxiliary language.

7. The auxiliary language in Section A or Section C will be tested by means of translation from the language. The following languages may be offered: French, German, Italian, Spanish, Portuguese, Dutch, Norwegian, Swedish, Danish, Russian, Latin, Ancient Greek.

No candidate may offer any language or Physical Anthropology or Social Anthropology twice in the examination.

No candidate may offer in Sections A and C together two languages of the group Italian, Spanish, Portuguese, or two of the group Norwegian, Swedish, Danish.

Only a candidate who takes two modern languages in Section B may offer Latin or Ancient Greek as an auxiliary language.

Instead of an auxiliary language a candidate whose mother tongue is a Ceylonese language may offer as subject 5 either Physical Anthropology or Social Anthropology.

8. In subjects 50 to 65 the civilization subject associated with a language can only be taken by candidates who offer the language itself for examination.

9. A candidate desiring to offer any of the subjects 30 to 42 or subject 47 must produce evidence satisfactory to the Commissioners of laboratory training in an institution of university rank. For Astronomy (28), Geography (43), Physical Anthropology (44), and Agriculture (46), other equivalent training will be required. There will be no laboratory test as a part of the examination.

10. From the marks assigned to candidates in each subject such deduction will be made as the Civil Service Commissioners may deem necessary in order to secure that no credit be allowed for merely superficial knowledge.

11. Moreover, if a candidate's handwriting is not easily legible, a further deduction will, on that account, be made from the total marks otherwise accruing to him.*

12. Application for permission to attend one of these examinations must be made in the writing of the candidate at such times and in such manner as may be fixed by the Commissioners.

13. A fee of £8 will be required from every candidate attending an examination.†

Civil Service Commission,
July, 1923.

* It is notified for general information that the number of marks deducted for bad handwriting may be considerable.

† When an Open Competitive Examination for Eastern Cadetships in the Colonial Service is held concurrently with an Open Competitive Examination for the Indian, or the Home Civil Service, candidates admitted to compete for any two or all of these services will be required to pay only one consolidated fee of £8.

THE following copies of regulations and other papers issued by the Civil Service Commissioners, regarding the examination for the Civil Service of India to be held in August, 1924, are published for information.

Colonial Secretary's Office,
Colombo, October 25, 1923.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

NOTICE.

The Civil Service Commissioners are authorized by the Secretary of State for India in Council to announce that the new age limits for the Indian Civil Service Open Competition in this country, viz., 21 to 23 on August 1 of the year of competition, will come into force for the Open Competition to be held in 1925, not in 1924 as previously announced. For the Open Competition to be held in 1924 the age limits will be 21 to 24 on August 1 of the year of competition, this year (with 1922 and 1923) constituting a transition period from the old to the new age limits.

The probationary course of selected candidates, before proceeding to India, will be extended to two years in the case of all candidate selected on the result of the Open Competition to be held in 1925; and a proportion of the younger candidates selected on the result of the Open Competition to be held in 1924 will also be required to undergo two years' probation in the United Kingdom.

As the scheme and syllabus of the examination as lately revised may be expected to prove well adapted to their purpose under the new age limits it is not intended to make any material change unless experience shows that modification is required; the regulations are always, however, liable to alteration from year to year.

Civil Service Commission,
September, 1923.

INDIAN CIVIL SERVICE.

Open Competition of 1924.

An Open Competitive Examination for admission to the Indian Civil Service will be held in London in 1924, the written work commencing on August 1, while the *viva voce* test (Subject 6) will be held in July.

The number of persons to be selected at this examination will be announced hereafter.

No person will be admitted to compete from whom the Secretary, Civil Service Commission, has not received, on or before June 2, 1924, an application on the prescribed form, a copy of which is sent herewith. No allegation that an application form or a letter respecting such form has been lost or delayed in the post will be considered by the Commissioners, unless the person making such allegation produces a Post Office certificate of posting. Candidates who delay their applications until the last day will do so at their own risk.

Acknowledgments of such application forms are sent, and any candidate who has filled up and returned the printed application form, but has not received an acknowledgment of it within four complete days, should at once write to the Secretary, Civil Service Commission, Burlington Gardens, London, W. 1. Failure to comply with this provision will deprive the candidate of any claim to consideration.

Candidates will be notified in June of the date and place fixed for their *viva voce* test and of the manner in which the fee (£8) is to be paid. The time table of the written part of the examination will be posted about the middle of July to the address given on the form of application, and will contain instructions as to the time and place at which candidates are to attend.

NOTE.

If Open Competitive Examinations for the following services, viz. :—

Eastern Cadetships in the Colonial Service ;
Junior Grade of the Administrative Class (Men) in the Home Civil Service ;

should be held in 1924 concurrently with the Open Competitive Examination for the Indian Civil Service, candidates duly eligible in respect of age, &c., will be admitted to compete for any two or all three of these services, subject to the following conditions :—

(1) Every successful candidate who may have been admitted to compete for either the Indian or the Colonial Service (or both), as well as for the Home Service, will be called upon to declare, immediately after the announcement of the result of the competitions, whether he prefers his name to remain on the list of candidates for the Indian or Colonial Service or on the list of candidates for the Home Service.

The name of any candidate who fails to declare his choice when called upon to do so will be removed from the list of candidates for the Home Service.

(2) Every successful candidate who may have been admitted to compete for both the Indian and Colonial Services will be called upon to declare, immediately after the announcement of the result of the competitions, whether he prefers his name to remain on the list of candidates for the Indian Service or on the list of candidates for the Colonial Service.

The name of any candidate who fails to declare his choice when called upon to do so will be removed from the list of candidates for the Colonial Service.

(3) All declarations of choice are irrevocable.

(4) Candidates for all three or any two of the above-mentioned services will be required to pay a consolidated fee of £8.

Civil Service Commission,
September, 1923.

EXAMINATIONS FOR THE INDIAN CIVIL SERVICE.

REGULATIONS.

* * * The following regulations, made by the Secretary of State for India in Council, are liable to alteration from year to year :—

1. An examination for admission to the Indian Civil Service, open to all qualified persons, will be held in London in July and August of each year for such number of appointments to that service as the Secretary of State may on each occasion determine. The date of the examination will be announced beforehand by the Civil Service Commissioners.

2. Save as hereinafter provided a candidate must be a British subject. If the candidate (being a British subject) or his father or his mother was not born within His Majesty's Dominions and allegiance then at the time of his birth his father must have been a British subject or the subject of a state in India and such father must be or must have continued to be until his death a British subject or the subject of such State in India. Provided that a ruler or subject of any state in India in respect of whom the Governor-General in Council has made a declaration under section 96 A of the Government of India Act may be considered eligible.

3. A candidate must have attained the age of twenty-one, and must not have attained the age of twenty-four on the first day of August of the year in which the examination is held.

4. A candidate who is a native of India must obtain a certificate of age and qualification under regulations 2 and 3 issued under Notification of the Government of India, No. 1,114, dated September 12, 1918, and signed, should he be a resident in British India, by the Secretary to Government of the Province, or the Commissioner of the division within which his family resides, or, should he reside in a native State, by the highest Political Officer accredited to the State in which his family resides.

5. A candidate must be free from disease, constitutional affection, or bodily infirmity, unfitting him, or likely to unfit him for the Indian Civil Service.*

6. A candidate shall satisfy the Civil Service Commissioners that his character is such as to qualify him for employment in the Indian Civil Service.

7. No person who, in a previous year, accepted the offer of a nomination as a selected candidate for the Indian Civil Service and subsequently resigned his position as a selected candidate, will be admitted to the examination.

8. Should the evidence upon the above points be *prima facie* satisfactory to the Civil Service Commissioners, the candidate, on payment of the prescribed fee, will be admitted to the examination. The Commissioners may, however, in their discretion, at any time prior to the grant of the certificate of qualification hereinafter referred to, institute such further inquiries as they may deem necessary; and if the result of such inquiries in the case of any candidate should be unsatisfactory to them in any of the above respects he will be ineligible for admission to the Indian Civil Service, and, if already selected, will be removed from the position of a probationer.

9. The examination will include the following subjects.† The numerical value is shown against each subject:—

SECTION A.

Candidates are to take up all the subjects in this section.

	Marks.		Marks.
1. Essay	100	4. Everyday Science	100
2. English	100	5. Auxiliary Language	100
3. Present Day	100	6. <i>Viva Voce</i>	300

* The Civil Service Commissioners will regard no person as constitutionally fitted for appointment to the Indian Civil Service who has not been satisfactorily vaccinated within the last seven years.

† A Syllabus defining in general terms the character of the examination in the various subjects is sent herewith.

SECTION B.—OPTIONAL SUBJECTS.

Candidates are allowed to take up subjects in this section up to a total of 1,000 marks.

<i>History.</i>		Marks.			Marks.
7.	English History to 1660 ..	200	36.	Lower Geology ..	200
8.	British History, 1660-1914 ..	200	37.	Higher Geology ..	200
9.	European History, <i>either</i> Period 1, <i>or</i> Period 2 ..	200	38.	Lower Physiology ..	200
10.	European History, Period 3 ..	200	39.	Higher Physiology ..	200
<i>Economics, Politics, Law, and Philosophy.</i>			40.	Lower Zoology ..	200
11.	General Economics ..	200	41.	Higher Zoology ..	200
12.	Economic History ..	100	42.	Engineering ..	400
13.	Public Economics ..	100	43.	Geography ..	400
14.	Political Theory ..	100	44.	Physical Anthropology ..	100
15.	Political Organization ..	100	45.	Social Anthropology ..	100
16.	Constitutional Law ..	100	46.	Agriculture ..	200
17.	Private Law ..	200	47.	Experimental Psychology ..	100
18.	Roman Law ..	100	<i>Languages with Associated Civilizations.</i>		
19.	International Law ..	100	48.	English Literature, Period 1 ..	200
20.	Moral Philosophy ..	100	49.	English Literature, Period 2 ..	200
21.	Metaphysics ..	100	50.	Latin Language ..	200
22.	Logic ..	100	51.	Roman Civilization ..	200
23.	Psychology ..	100	52.	Greek Language ..	200
<i>Mathematics and Science.</i>			53.	Greek Civilization ..	200
24.	Lower Pure Mathematics ..	200	54.	French Language ..	200
25.	Higher Pure Mathematics ..	200	55.	French Civilization ..	200
26.	Lower Applied Mathematics ..	200	56.	German Language ..	200
27.	Higher Applied Mathematics ..	200	57.	German Civilization ..	200
28.	Astronomy ..	200	58.	Spanish or Italian Language ..	200
29.	Statistics ..	100	59.	Spanish or Italian Civilization ..	200
30.	Lower Chemistry ..	200	60.	Russian Language ..	200
31.	Higher Chemistry ..	200	61.	Russian Civilization ..	200
32.	Lower Physics ..	200	62.	Arabic Language ..	200
33.	Higher Physics ..	200	63.	Arabic Civilization ..	200
34.	Lower Botany ..	200	64.	Persian Language ..	200
35.	Higher Botany ..	200	65.	Persian Civilization ..	200
			66.	Sanskrit Language ..	200
			67.	Sanskrit Civilization ..	200

SECTION C.

An *extra numerum* subject may be offered carrying 100 marks and chosen from the following :—

Physical Anthropology. | Social Anthropology. | An auxiliary language.

10. The auxiliary language in Section A or Section C will be tested by means of translation from the language. The following languages may be offered :—French, German, Italian, Spanish, Portuguese, Dutch, Norwegian, Swedish, Danish, Russian Latin, Ancient Greek.

No candidate may offer any language or Physical Anthropology or Social Anthropology twice in the examination. No candidate may offer in Sections A and C together two languages of the group Italian, Spanish, Portuguese, or two of the group Norwegian, Swedish, Danish.

Only a candidate who takes two modern languages in Section B may offer Latin or Ancient Greek as an auxiliary language.

Instead of an auxiliary language a candidate whose mother tongue is an Indian language may offer as subject 5 either Physical Anthropology or Social Anthropology.

11. In subjects 50 to 67 the civilization subject associated with a language can only be taken by candidates who offer the language itself for examination.

12. A candidate desiring to offer any of the subjects 30 to 42 or subject 47 must produce evidence satisfactory to the Commissioners of laboratory training in an institution of university rank. For Astronomy (28), Geography (43), Physical Anthropology (44), and Agriculture (46), other equivalent training will be required. There will be no laboratory test as part of the examination.

13. From the marks assigned to candidates in each subject such deduction will be made as the Civil Service Commissioners may deem necessary in order to secure that no credit be allowed for merely superficial knowledge.

14. Moreover, if a candidate's handwriting is not easily legible a further deduction will, on that account, be made from the total marks otherwise accruing to him.*

15. A list of the competitors shall be made out in order of their proficiency as disclosed by the aggregate marks finally awarded to each competitor, and in that order so many competitors, up to the determined number of appointments, as are found by the Civil Service Commissioners to be qualified by examination, shall be designated to be selected candidates for the Indian Civil Service, provided that they appear to be duly qualified in other respects.

Should any selected candidate become disqualified, the Secretary of State for India will determine whether the vacancy thus created shall be filled or not. In the former case the candidate next in order of merit, and in other respects duly qualified, shall be deemed to be a selected candidate.

16. Persons desirous to be admitted as candidates must apply on forms, which may be obtained from "The Secretary, Civil Service Commission, 6, Burlington Gardens, London, W. 1," at any time after December 1 in the year previous to that in which the examination is to be held. No person will be admitted to the examination from whom the Secretary to the Civil Service Commissioners has not received on or before June 1 (or, if that date should fall on a Sunday or public holiday, then, on or before the first day thereafter on which their office is open), in the year in which the examination is to be held, an application, in the handwriting of the candidate on the prescribed form.

* It is notified for general information that the number of marks deducted for bad handwriting may be considerable.

EXAMINATIONS FOR THE INDIAN CIVIL SERVICE.

Regulations made under Sections 97 (1) and (2) of the Government of India Act for the Probation in the United Kingdom and the further Examination of Selected Candidates for the Indian Civil Service Recruited by Competitive Examinations held in the United Kingdom or in India.

* * The following regulations made by the Secretary of State for India in Council, are liable to alteration from year to year :—

(1) Candidates selected at the open competition held in London will be required to remain in the United Kingdom on probation for one or two years as may be decided by the Secretary of State for India in Council.

(2) Candidates selected at the Competitive Examination held in India will be required to proceed to the United Kingdom on probation for a period of two years.

ONE-YEAR PROBATIONERS.

(3) One-year probationers will, at the end of the year of probation, undergo an examination called the Final Examination. The compulsory subjects and the marks allotted to them are as follows* :—

	Marks.		Marks.
1. Indian Penal Code ..	200	5. The principal vernacular language of the province to which the candidate is assigned ..	600
2. Code of Criminal Procedure ..	200	6. Riding ..	200
3. The Indian Evidence Act ..	200		
4. Indian History ..	400		

An Indian assigned to Madras whose mother-tongue is one of the two principal vernacular languages of the province must offer the other for examination. An Indian assigned elsewhere whose mother tongue is the principal vernacular language of the province to which he is assigned must substitute British History in place of the vernacular language ; in such cases 600 marks will be allotted to British History.

(4) One-year probationers may, in addition, offer in the Final Examination one of the following optional subjects :—

	Marks.		Marks.
Hindu and Muhammadan Law ..	400	A classical language allowed under regulation 9 ..	400

No candidate who offered Sanskrit or Arabic at the open competition may offer the same language at the Final Examination.

TWO-YEAR PROBATIONERS.

(5) Two-year probationers will, during their period of probation, undergo two examinations, the Intermediate Examination at the end of the first year and the Final Examination at the end of the second year.

(6) The subjects of the Intermediate Examination and the marks allotted to them are as follows, all the subjects being compulsory* :—

	Marks.		Marks.
1. The principal vernacular language of the province to which the candidate is assigned ..	400	4. Law of Evidence and Criminal Law ..	200
2. Phonetics ..	200	5. Indian History ..	200
3. Jurisprudence ..	200	6. Notes of Cases ..	200
		7. Economics ..	200

An Indian assigned to Madras whose mother tongue is one of the two principal vernacular languages of the province must offer the other for examination. An Indian assigned elsewhere whose mother tongue is the principal vernacular of the province to which he is assigned must substitute British History in place of the vernacular language and Phonetics (subjects 1 and 2) ; in such cases 600 marks will be allotted to British History.

(7) The compulsory subjects of the Final Examination and the marks allotted to them are :—

	Marks.		Marks.
1. The vernacular ..	600	5. Notes of Cases ..	400
2. Indian Penal Code ..	200	6. Indian History ..	400
3. Code of Criminal Procedure ..	200	7. Economics ..	400
4. Indian Evidence Act ..	200	8. Riding ..	200

An Indian assigned to Madras whose mother tongue is one of the two principal vernaculars of the province must offer the other for examination. An Indian assigned elsewhere whose mother tongue is the principal vernacular language of his province must substitute European History in place of the vernacular language ; in such cases 600 marks will be allotted to European History.

(8) In addition a probationer may offer as an optional subject at the Final Examination either a classical language allowed under rule 9 or Hindu and Muhammadan Law. To the optional subjects 400 marks are allotted.

ONE-YEAR AND TWO-YEAR PROBATIONERS.

(9) The principal vernaculars prescribed and the optional classical languages allowed for the various provinces are as follows :—

Province.	Vernacular.	Classical Language.
Madras ..	Tamil or Telugu ..	Sanskrit
Bombay ..	Marathi ..	Persian or Sanskrit
Bengal ..	Bengali ..	Sanskrit
United Provinces ..	Urdu ..	Arabic or Persian or Sanskrit
Punjab ..	Urdu ..	Persian
Burma ..	Burmese ..	Pali
Bihar and Orissa ..	Hindi ..	Arabic or Persian or Sanskrit
Central Provinces ..	Hindi ..	Sanskrit
Assam ..	Bengali ..	Sanskrit

* Instructions, showing the extent of the Examination, will be issued to selected candidates as soon as possible after the result of the competition is declared.

(10) Candidates who at the Final Examination in riding satisfy the Commissioners that they are sufficiently at home in the saddle for the efficient performance of any duties required of members of the Indian Civil Service will be awarded marks ranging between 101 and 200 according to the degree of proficiency displayed.

Candidates who fall short of this adequate proficiency, but show such minimum proficiency as is evidence that with a moderate amount of practice they can attain full proficiency, will receive marks ranging between 1 and 100; they will be allowed to proceed to India and will on their arrival there be subjected to such further tests in riding as may be prescribed by their Local Government, and shall receive no increase to their initial salary until they have passed such tests to the satisfaction of that Government.

A candidate who fails at the end of the period of probation to satisfy the Civil Service Commissioners that he has reached the minimum standard of proficiency in riding will be liable to have his name removed from the list of selected candidates.

Selected candidates will also be examined in riding at such time or times as the Commissioners may appoint during the course of the probationary period.

(11) Such deductions as the Civil Service Commissioners may consider necessary will be made from the marks assigned to candidates at the Intermediate and Final Examinations in order to secure that no credit is allowed for merely superficial knowledge.

(12) The Civil Service Commissioners will prepare lists of the candidates in order of merit; the order for the one-year probationers being based on the sum of the marks obtained by the candidates at the Open Competitive and Final Examinations, the order for the two-year probationers being based on the sum of the marks obtained by the candidates at the Intermediate and Final Examinations.

(13) The selected candidates whose performance in the compulsory subjects of the prescribed Examinations, namely, the Final Examination for one-year men and the Intermediate and Final Examinations for two-year men, is such as to satisfy the Civil Service Commissioners, and who have also satisfied the Commissioners of their eligibility in respect of nationality, age, health, character, and conduct during the period of probation, shall be certified by the Commissioners to be entitled to be appointed to the Indian Civil Service, provided that they shall comply with the regulations in force, at the time, for that service.

(14) If any candidate is prevented by sickness or any other adequate cause from attending the Final Examination, the Commissioners may, with the concurrence of the Secretary of State for India in Council, allow him to appear at the Final Examination to be held in the following year, or at a special examination. A selected candidate absent for such adequate cause from the Intermediate Examination may, under similar conditions, be allowed to appear at the Intermediate Examination a year later or at a special examination, or may be excused the Intermediate Examination and allowed to appear for the Final Examination in regular course.

The Civil Service Commissioners are authorized by the Secretary of State for India in Council to make the following announcements:—

(i.) Selected candidates will be allotted to the various provinces upon a consideration of all the circumstances, including their own wishes; but the requirements of the Public Service will rank before every other consideration.

(ii.) Except in the case of persons continuing to receive Scholarship allowances of equal or greater amounts from the Government of India an allowance of £300 a year, or, in the case of selected candidates possessing an Indian domicile, an allowance of £350 a year will be given to any candidate who passes his probation at one of the Universities or other Institutions that have been approved for the purpose by the Secretary of State for India in Council.

In the case of selected candidates on probation for one year the allowance will be payable in four equal instalments on the following dates respectively:—December 24 after his selection, March 25, June 25, and after signature of covenant on appointment to the service.

In the case of selected candidates on probation for two years the allowance will be payable in eight equal instalments, the first on the December 24 after selection, the second to the seventh on the six following quarter days, and the eight after signature of covenant on appointment to the service.

The payment of the various instalments of the allowance except the final instalment, and, in the case of the two-year probationers, the instalment payable at the end of the first year of probation, will be conditional on the receipt by the Secretary of State through the Civil Service Commissioners of a certificate that the candidate has fulfilled up to date the requirements of the authorities and shown satisfactory conduct at the approved institution.

The whole probation must ordinarily be passed at the same institution. Migration will not be permitted except for special reasons approved by the Secretary of State.

N.B.—The Secretary of State for India gives notice that the amount of the allowances will be re-considered in 1924, with a view to a possible reduction with effect from the instalment payable in December, 1925.

(iii.) A 1st class passage to India will be engaged for selected candidates with a view to their proceeding to India during the November following their Final Examination.

(iv.) Each candidate will be required before receiving the first instalment of his allowance to execute an agreement binding himself and one surety jointly and severally to refund all monies he may have received from the Secretary of State for India in the event of—

- (1) His failure to pass the Final Examination within the time prescribed by the regulations, and to satisfy the Civil Service Commissioners of his fitness for admission to the Indian Civil Service; or
- (2) His subsequent failure to execute the usual covenant, and to proceed to India, as and when he shall be directed by the Secretary of State for India.

(v.) All candidates obtaining certificates will be also required to enter into covenants, by which, amongst other things, they will bind themselves to make such payments as under the rules and regulations for the time being in force they may be required to make for the pensions of their families: The stamps payable on these covenants amount to £1.

(vi.) The seniority in the I.C.S. will be determined by the results of the examinations taken and the reports on law cases submitted during the course of probation.

(vii.) Candidates who fail to satisfy the Civil Service Commissioners at the Final Examination held in any year will be definitely rejected, and will not be allowed to present themselves for re-examination, unless it shall appear to the Secretary of State in Council, after reference to the Civil Service Commissioners, that such failure is due to circumstances wholly exceptional and beyond the control of the candidate.

(viii.) "Overseas pay" will not be admissible to Indian members of the Indian Civil Service selected at Open Competitive examinations held in London in 1925 and subsequent years.

INDIAN CIVIL SERVICE.

Syllabus for the Open Competitive Examination of August, 1924, for Appointments in the Indian Civil Service, and for any other Competition that may be held in combination therewith.

The competitions to which the same syllabus applies and which may, if required, be held simultaneously are—

- Junior Grade of the Administrative Class (Men) in the Home Civil Service.
- Colonial Service : Eastern Cadetships.
- Foreign Office and Diplomatic Service.
- Consular Services : General, Levant, and Far East.

Note 1.—In view of the importance of legible handwriting in the public service, candidates are warned that the provision as to deductions for bad handwriting in these competitions will be strictly enforced.

Note 2.—Candidates are warned that full marks cannot be obtained on any paper unless the whole of it is answered, or, in cases where the number of questions to be answered is specified, unless the number specified is answered.

Note 3.—Candidates who desire to offer any of the subjects 28, 30-44, 46, or 47 must send to the Secretary of the Civil Service Commission, so as to arrive not later than June 2, 1924, the evidence of training prescribed in the Syllabus. Such evidence should be in the form of a certificate signed by a responsible officer of the Institution, and may be sent in advance of the form of application. In the case of an Institution not situated in the British Isles, the certificate must state that the Institution in which the work has been done is authorized to prepare candidates in that subject for a degree. When a candidate has been refused permission to take one of these subjects, he will be allowed to substitute another subject within the regulations provided he does so within the time allowed for sending in application forms.

SECTION A.

1. *Essay.*—An Essay to be written on one of several specified subjects.
2. *English.*—A paper of questions to test the understanding of English and the workmanlike use of words. An optional exercise in the writing of verse will be included.
3. *Present Day.*—Questions on contemporary subjects, social, economic, and political. A liberal choice of questions will be given. Effective and skilful exposition will be expected.
4. *Everyday Science.*—In this subject such knowledge will be expected as a candidate will have who has studied science intelligently at school and has since then kept his eyes open. A liberal choice of questions will be given. Attention should be paid to orderly, effective, and exact expression.
5. *Auxiliary Language.*—Passages dealing with history and politics may be set, but not technical matter. Verse is not excluded. Accuracy and skill in the use of English will be expected.
6. *Vivá Voce.*—The examination will be in matters of general interest, not in matters of academic interest; it is intended to test the candidate's alertness, intelligence, and intellectual outlook.

SECTION B.

HISTORY: Subjects 7-10.—Candidates should know something of the original authorities, of the principles of historical criticism, and of the principles and the facts of geography in relation to history. They must be prepared to draw sketch maps.

7, 8. *English History to 1660, and British History 1660-1914.*—The history will be taken as a whole; politics, economics, and constitution will be considered as mutually affecting each other, and all together as the outcome of the common life of the nation. Literature will not be excluded. Candidates will be expected to know so much of European history as will make the external action of this country fully intelligible and will explain those movements at home which had their beginnings abroad, e.g., the Renaissance, the Reformation, and the reactions in this country of the French Revolution. In subject 8 the outstanding incidents and movements in the history of British Possessions will be included.

9, 10. *European History.*—Period 1, from 400 to 1494; Period 2, from 1494 to 1763; Period 3, from 1763 to 1914.

Although a fixed date is given for the beginning of a period, candidates will be expected to know in general outline how the initial position was reached. The history of the American continent, of India, and of the Far East, will be included in so far as it influences European fortunes in an important degree.

11. *General Economics.*—The subject will be treated as a whole; and candidates should be prepared to illustrate the theory by the facts and to analyze the facts by the help of the theory. The history of economic thought will be included.

12. *Economic History.*—Candidates will be expected to have a general acquaintance with the early economic history of England; but special attention will be paid to the economic development of the British Isles and other portions of the Empire during the last two or three centuries, and so much knowledge of European and American condition will be expected as is necessary for the understanding of British economic history.

13. *Public Economics.*—The questions will deal with the main forms of State action, central and local, in the economic sphere, together with public finance.

14. *Political Theory.*—Candidates will be expected to show a knowledge of political theory and its history, political theory being understood to mean not only the theory of legislation, but also the general history of the State and its connection with kindred studies, such as Ethics, Psychology, Jurisprudence, Public International Law, and Economics. Candidates will be expected to show a knowledge of original authorities.

15. *Political Organization.*—This will include Constitutional Forms (Representative Government, Federalism, &c.), and Public Administration, central and local. The history of institutions is not included, but candidates will be expected to know the earlier stages from which existing institutions have directly developed.

16. *Constitutional Law.*—The Constitutional Law of the United Kingdom and of the British Empire, and the Law of English Local Government.

17. *Private Law.*—The following branches of English Private Law: the Law of Real and Personal Property (including the Law of Succession), Contracts, and Torts.

18. *Roman Law.*—Passages will be set for translation and comment, but credit will not be given merely for capacity to translate the texts.

19. *International Law*.—Public International Law and International Relations. Candidates will be expected to show a knowledge of the principal treaties which have affected international relations from 1815 inclusive to the present day.

20. *Moral Philosophy*.—The history of the subject will be included. Candidates will have an opportunity of showing their strength either in Ancient Philosophy or in Modern Philosophy.

21. *Metaphysics*.—As for Moral Philosophy.

22. *Logic*.—The subject will be interpreted in a wide sense. Epistemology in its bearing on logical problems will be included, together with Formal Logic and Scientific Method. Questions may be set on Mathematical Logic, *i.e.*, on the Logic of Mathematics, Symbolic Logic, and the Logic of Probability; and also on the history of Logic. A considerable choice of questions will be allowed.

23. *Psychology*.—Questions on the history of the subject may be included.

MATHEMATICS: *Subjects 24–27*.—The use of the slide-rule and of mathematical tables will be allowed.

24. *Lower Pure Mathematics*.—Geometry of two and of three dimensions according to Euclid (synthetic geometry), to Descartes (analytical geometry), and to Monge (descriptive geometry, dealing with three-dimensional figures by the use of plan and elevation). Only the main properties of conics and quadrics, including those of poles, polars, and polar planes, are expected.

Algebra: Complex numbers; uniformly converging infinite series; the elements of the theory of equations, including the numerical solution of algebraic equations, but not including the formal solution of the cubic and quartic.

Infinitesimal calculus of real variables to partial differentiation and multiple integrals, with applications to geometry. Candidates should be able to deal with the types of differential equations occurring in elementary mechanics. The proof of Taylor's series will not be required.

No great skill will be expected in solving complicated problems of an elementary nature. The questions will involve the use of mathematical instruments.

25. *Higher Pure Mathematics*.—The geometry of curves and surfaces.

Elementary analysis, including simple functions of a complex variable and contour integration.

Differential equations in one independent variable. Elementary treatment of partial differential equations, with special reference to the differential equations of mathematical physics. Existence theorems are excluded.

Mathematical theory of probability, including theory of errors, method of least squares, curve fitting, and correlation.

Calculus of finite differences, including numerical integration and summation and linear difference equations.

A considerable choice of questions will be allowed, so that full marks may be obtained by covering about half the range stated above.

26. *Lower Applied Mathematics*.—Statics, hydrostatics, dynamics, elementary theory of electricity and magnetism, including the induction of currents. Questions will be of an elementary character, but will not be confined to two dimensions; they will involve the use of the calculus. Candidates are free to use differential equations, but a knowledge thereof will not be necessary to answer the questions. Attention will be paid to problems which arise naturally and to general principles; artificial problems will be avoided. The questions will involve the use of mathematical instruments.

27. *Higher Applied Mathematics*.—Statics to a more advanced stage, including graphical treatment.

Dynamics to the equations of Euler and Lagrange and including the theory of the vibration of strings and other simple systems.

Hydrodynamics, including the elementary theory of the motion of solids through a liquid, surface waves, and vibrations in gases.

Elasticity, including the elements of the vibrations of rods, plates, and bars.

Electricity and magnetism.

Thermodynamics, kinetic theory of gases, radiation.

Questions may involve the use of spherical and zonal harmonics. A considerable choice of questions will be allowed, so that full marks may be obtained by covering about half the range stated.

28. *Astronomy*.—Geometrical optics will be included.

A candidate who desires to offer this subject must produce evidence satisfactory to the Civil Service Commissioners of practical training in an observatory.

29. *Statistics*.—1. Elementary theory of statistics, not depending mainly on the theory of probability nor requiring a knowledge of the calculus: frequently distributions, averages, percentiles, and simple methods of measuring dispersion; graphic methods; elementary treatment of qualitative data, *e.g.*, investigation of association by comparison of ratios, consistency of data; the practice of the simplest graphic and algebraic methods of interpolation.

(2) Practical methods used in the analysis and interpretation of statistics of prices, wages, and incomes, trade, transport, production, and consumption, education, &c.; the more elementary methods of dealing with population and vital statistics; miscellaneous methods used in handling statistics of experiments or observations.

(3) Elements of modern mathematical theory of statistics: frequently curves and the mathematical representation of groups generally; accuracy of sampling as affecting averages, percentages, the standard deviation; significance of observed differences between averages of groups, &c.; the theory of correlation for two variables.

A considerable choice of questions will be given, especially as to paragraph 2, and it will be possible for a candidate without advanced mathematical knowledge to obtain full marks by answering questions under paragraphs 1 and 2.

NATURAL SCIENCE: *Subjects 30–41*.—The standard of the higher division of a science will be that which is required in the main subject for an honours degree at the universities. The standard for the lower division of a science will be that required in a subject subsidiary to the main subject whether required at the final degree examination or at a preceding examination.

A candidate who desires to offer a science must produce evidence satisfactory to the Civil Service Commissioners of laboratory training in that science in an institution of university rank; the length of such training must be at least two academic years for the higher division of a science and at least one academic year for the lower division.

34. *Lower Botany*.

35. *Higher Botany*.

36. *Lower Geology*.

37. *Higher Geology*.

} Vegetable Physiology will be included in each division.

} Mineralogy will be included in each division.

42. *Engineering*.—Strength of materials; theory of structures; mechanism and dynamics of machines; heat and thermodynamics; surveying; hydraulics, including hydraulic machines; electricity and magnetism.

The subject will be treated in a general manner and the questions will be confined to the more elementary parts of the subject. The candidate will be expected to be familiar with graphical methods and to have some skill in mechanical drawing.

A candidate who desires to offer engineering must produce evidence satisfactory to the Civil Service Commissioners that he has undergone a course of training for at least one academic year in an institution of university rank.

43. *Geography*.—Geography as understood in the universities, not excluding topics which concern geography jointly with other subjects, such as economics, history, physics, botany, and geology. There will be a practical test which will necessitate a knowledge of cartographical methods and notations, and for this test drawing instruments may be required.

A candidate who desires to offer this subject must produce evidence satisfactory to the Civil Service Commissioners of training for at least one academic year in an institution of university rank.

44. *Physical Anthropology*.—Physical Anthropology, Prehistoric Archæology, and Technology. Candidates will be expected to have such knowledge as may be acquired by laboratory and museum work, consisting mainly in the handling and study of specimens and exhibits. The subject will be treated with special, but not exclusive, reference to peoples of rude culture, including prehistoric civilization.

A candidate who desires to offer this subject must produce evidence satisfactory to the Civil Service Commissioners that he has undergone a course of training in an institution of university rank.

45. *Social Anthropology*.—Candidates will not be expected to have an extensive experience of laboratory and museum work. The subjects will be treated with special, but not exclusive, reference to peoples of rude culture, including prehistoric civilization.

46. *Agriculture*.—Agricultural chemistry, agricultural botany, and agricultural zoology will be included.

A candidate who desires to offer this subject must produce evidence satisfactory to the Civil Service Commissioners that he has undergone a course of training in an approved institution.

47. *Experimental Psychology*.—A candidate who desires to offer this subject must produce evidence satisfactory to the Civil Service Commissioners that he has undergone a course of laboratory training in an institution of university rank.

48, 49. *English Literature*.—Period 1, from 1350 to 1700; Period 2, from 1660 to 1914.

Candidates should be prepared to show a first-hand knowledge of some of the works of the following authors and of their place in the history of their country:—

PERIOD 1.

Chaucer	Malory	Spenser	Shakespeare	Bacon	Milton	Bunyan
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PERIOD 2.

Dryden	Pope	Goldsmith	Wordsworth	Dickens
Congreve	Fielding	Burns	Coleridge	Carlyle
Defoe	Johnson	Scott	Shelley	Tennyson
Swift	Burke	Jane-Austen	Keats	Browning
Addison				

Questions on other writers will not be excluded, but, on the whole, the questions will be directed to the best-known authors and their best-known works. Candidates should know so much of the history as is necessary to understand the literature in its relation to other activities of the nation.

Questions will not be set on the history of the language before Chaucer, nor, in general, on its morphological or phonological changes since his time; the history of workmanship, style, and prosody will not be excluded.

LANGUAGES WITH HISTORY AND LITERATURE.—*Subjects 50-67*.—In these the civilization subject associated with a language can only be taken by candidates who also offer themselves for examination in the language itself.

History and Literature will, as far as possible, be brought into close relation. In History, candidates will be expected to show a knowledge of the original authorities. They must also be prepared to answer questions on Historical Geography, and to draw sketch maps. The questions on Literature will require first-hand knowledge of the authors; and the authors dealt with will be those which candidates ought to have read. Passages of Literature may be set for comment on matters of social, political, legal, or other historical importance. Questions on Philology and the older forms of the languages may be set, but will not be compulsory. In the question papers on History and Literature candidates will not be required to write their answers in the foreign language.

In the conversation test importance is attached to pronunciation. The study of phonetics is an important aid to correctness of pronunciation, and candidates who take modern languages will be expected to have studied phonetics in connection with the language or languages taken.

50. *Latin Language*.—Translation, and prose or verse composition. The composition paper will be so arranged that a candidate may confine himself to prose composition or to verse composition, or, if he prefers, may take some prose and some verse.

51. *Roman Civilization*.—Roman History and Latin Literature. The outlines of the history and development down to 180 A.D. should be known, but the main stress will be laid on the period 133 B.C. to 117 A.D.

52. *Greek Language*.—As for Latin.

53. *Greek Civilization*.—Greek History and Literature. In history the main stress will be on the period 510 B.C. to 323 B.C.

54. *French Language*.—Translation, free composition, set composition, and conversation.

55. *French Civilization*.—French History and Literature. The outlines of the history and development prior to 1589 should be known; the period from 1589 to 1660 in somewhat more detail; but the main stress will be on the period from 1660 to the present day.

56. *German Language*.—As for French.

57. *German Civilization*.—German History and Literature. Candidates should know in outline the history of the Medieval Empire, of the growth of the German cities, of the Reformation in Germany, and of the Thirty Years War; but the main stress will be on the period from the accession of Frederick the Great to the present day.

58. *Spanish, Italian, Language*.—As for French.

59. *Spanish Civilization*.—Spanish History and Literature. In history the main stress will be laid on the periods from the Union of Castile and Aragon under Ferdinand and Isabella to the liberation of the Netherlands, and again from 1800 to the present day.

Italian Civilization.—Italian History and Literature. In history the main stress will be on the 15th century and the first half of the 16th century, and again on the period from 1789 to the present day. Sufficient should be known of the earlier period to understand the position of the Pope and the Emperor of Italy, the rise of the towns, and the position of Dante in history.

60. *Russian Language*.—As for French.

61. *Russian Civilization*.—Russian History and Literature. Something should be known of the history since the accession of Peter the Great, but the main stress will be laid on the period from 1800 to the present day. Only the broadest outlines of the history prior to Peter the Great will be required.

62. *Arabic Language*.—Translation, free composition, set composition, conversation. The examination will be in the modern language.

63. *Arabic Civilization*.—Arabic History and Literature. The main stress in both history and literature will be on the period from the middle of the 6th century A.D. to the middle of the 13th century A.D.

64. *Persian Language*.—Translation, free composition, set composition, conversation. The examination will be in the modern language.

65. *Persian Civilization*.—Persian History and Literature. The main stress in both history and literature will be laid on the period 1000 A.D. to 1500 A.D. Candidates will be expected to have a general knowledge of the history of Persia before 1000 A.D. and from 1500 A.D. to the present time.

The following applies only to candidates for the Indian Civil Service :—

66. *Sanskrit Language*.—Translation, prose composition, and questions on Vedic and Sanskrit grammar. Both Vedic and classical Sanskrit passages will be set for translation ; composition will be required in classical Sanskrit alone.

67. *Sanskrit Civilization*.—Sanskrit literature and the history of the civilization and thought of India from the Vedic period to A.D. 1200.

Civil Service Commission,
August, 1923.

“ THE RUBBER RESTRICTION ORDINANCE, No. 24 OF 1922.”

IT is hereby notified for general information that His Excellency the Governor in Executive Council has, in exercise of the powers vested in him by sections 20 and 28 of “ The Rubber Restriction Ordinance, No. 24 of 1922,” been pleased to make the following rules.

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

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary

RULES.

1. The Rubber Controller may, in exchange for monthly certificates of production, issue a credit note (in the subjoined form No. 9), for the total quantity of rubber represented by the said certificates of production.

2. The Rubber Controller may, in exchange for such credit note, and in substitution therefor or in lieu thereof, issue sub-credit notes (in the subjoined form No. 9A), provided that the total quantities for which sub-credit notes are issued shall not exceed the quantity of rubber for which the original credit note was issued.

3. No such credit notes or sub-credit notes shall be transferable except upon *bonâ fide* sales of rubber.

The credit notes and sub-credit notes shall be issued in the following forms :—

(Form 9.)

(Not transferable except upon *bonâ fide* sale of Rubber.)

CEYLON RUBBER CONTROL.

Credit Note of Monthly Certificate of production issued under Section 11 of Ordinance No. 24 of 1922.

Credit Note No. _____.

Upon production of this certificate a license to export _____ lb. of rubber will be issued to, or to the order of, Messrs. _____.

Rubber Controller.

Note.—Buyers should not accept this certificate unless endorsed by sellers.

(Form 9A.)

(Not transferable except upon *bonâ fide* sale of Rubber.)

CEYLON RUBBER CONTROL.

Credit Note of Monthly Certificate of production issued under Section 11 of Ordinance No. 24 of 1922.

Sub-Credit Note No. _____.

Credit Note No. _____ of Messrs. _____.

Upon production of this certificate a license to export _____ lb. of rubber will be issued to, or to the order of, Messrs. _____.

Rubber Controller.

Note.—Buyers should not accept this certificate unless endorsed by sellers.

"THE VEHICLES ORDINANCE, NO. 4 OF 1916."

IT is hereby notified for general information, under by-law No. 19 (1), that the roads mentioned in the schedule hereunto annexed are suitable for use by "lorries" (as defined in by-law 1 (2), of the by-laws published in the *Government Gazette* of March 3, 1922, subject to their compliance with the regulations governing the use of motor cars, motor lorries, and motor cycles, and with the modified conditions specified in the schedule referred to,

2. All schedules to previous Notifications are hereby cancelled.

By His Excellency's command,

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

CECIL CLEMENTI,
Colonial Secretary.

SCHEDULE.

1. Roads on which there is no objection to motor lorries being run under the regulations :—

Western Province.

Colombo-Avissawella road (via Urugoda-watta) with exception of bridge No. 61 at 22½ milepost.

Colombo-Kalutara-Bentota road.
Colombo-Peradeniya-Kandy road.
Horana-Alutgama road (with exception of the Anguruwatota ferry and Welipenne bridge on the 22nd mile).

Central Province.

Annfield road.
Bathford Valley road.
Colombo-Kadugannawa-Peradeniya-Kandy road.
Dotale road.

Gampola-Nawalapitiya road (speed not to exceed 4 miles an hour over the arched bridges near 13½ at Gampola, 18½ at Ulapane, and 19½ mileposts).

Hatton-Norwood bridge road.
Hatton-Talawakele road.
Kandy-Gampola-Pussellawa road (with the exception of the Gampola bridge).
Kandy-Rangalla road via Dumbara Valley, Rajawella, and Teldeniya.

Nawalapitiya-Hatton road up to the 5th milepost.

Nawalapitiya-Kotmale road (to Talawakele).
Peradeniya-Deltota road.
Strathdon-Fruithill-Hatton road.
Talawakele-Lindula-Agrapatana road.
Talawakele-Watagoda road up to West Holyrood estate factory.

Tispene road.
Wattegama railway station via Madulkele up to the Daluk-oya bridge on 20½ to 20¾ mile, Huluganga-Bambara-ela road.

Wattegama via Teldeniya to Nugatenna Gap.

(Note.—A lorry of greater height than 8 feet 9 inches cannot pass under the aqueduct near the 16th milepost).

Southern Province.

Colombo-Matara road (within the Municipal limits of Galle).
Deniyaya-Hayes road.
Galle-Akuressa road.
Galle-Udugama road.
Matara-Deniyaya road.

Province of Uva.

Badulla-Bibile road.
Bandarawela-Badulla road.
Bandarawela-Haputale-Haldummulla road (speed not to exceed 4 miles per hour over bridge No. 158 near the 107½ milepost).

Bandarawela-Leangahawela-Poonagala road.
Bandarawela-Welimada road.
Dikwella-Madulla road.
Haldummulla-Koslande-Wellawaya-Moneragala road.
Koslanda-Poonagala road.

Kumbalwela-Passara road.
Naula-Spring Valley road.
Passara-Madulsima road.

Province of Sabaragamuwa.

Colombo-Kegalla-Peradeniya-Kandy road.

Ellearawa-Pinnawela Branch road.
Karawanella-Glenalla road.
Polgahawela-Kegalla road.
Ratnapura-Kuruwita road (via Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).

Ratnapura-Pelmadulla-Balangoda road up to the Ellearawa-Pinnawela road junction on 86th mile (via Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).

Ratnapura-Pelmadulla-Rakwana road (via Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).

2. Roads on which there is no objection to motor lorries being run under modified conditions as to total weights stated :—

Western Province.

	Weight allowed, Tons.
Colombo via Negombo and Marawila to Madampe (excepting Mabole bridge at 6½ mile) ..	3½
Hanwella-Labugama road ..	4½
Horawala-Moragala road ..	4½
Katukurunda-Nagoda-Matugama Agalawatta road ..	4½
Mirigama (Railway Station) up to but not across Girulla bridge ..	4
Nagoda-Neboda road ..	3
Padukka-Bope-Ingiriya-Nambapana road ..	3
Panadure-Ingiriya-Nambapana road ..	3
Tebuwana-Anguruwatota road ..	3
Veyangoda-Ruanwella road ..	4½

Central Province.

Brookside-High Forest road ..	4½
Craighead-Somerset road ..	3
Dambulla-Habarana road ..	3
Deltota-Hewaheta-Rikiligasgoda road ..	4½
From Daluk-oya bridge, 20½ to 20¾ mile, Huluganga-Bambara-ela road to Bambara-ela ..	3
Glenlyon-Preston road (at a speed of not more than 3 miles per hour over Torrington bridge) ..	4½
Golahenwatta-Yatawatta road ..	3
Gorge Valley road up to the bridge on Henford estate ..	4½
Iriyagama-Aladeniya road, 2nd to 6th mile ..	3
Kalalpitiya-Ukuwella road ..	3
Kandy-Matale-Nalande-Dambulla road (4½ tons up to but not over Katugastota bridge) ..	3
Kandy-Rikiligasgoda-Padiapellela-Mulhalkele road (with the exception of the Mulhalkele bridge, Kurundu-oya) ..	4½
Katugastota-Galagedera road ..	4½
Katugastota-Wattegama road ..	4½
Lindula-Nanuoya-Nuwara Eliya road ..	4½
Madulkele-Kabaragala road ..	4½

	Weight allowed, Tons.
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Maskeliya road :—

(a) Glenugie-Upeot road ..	3
(b) Maskeliya to Cruden ..	3
(c) Maskeliya to Moray ..	2½
(d) Norwood bridge to Maskeliya ..	3
(e) Norwood-Upeot road (2½ tons only permissible across the temporary bridge at 1st milepost) ..	3
Nawalapitiya-Dolosbage road ..	3
Nawalapitiya-Hatton road from the 5th mile to Dunbar bridge (via Abbotsleigh) ..	3
Norwood bridge-Campion road ..	4½
Nuwara Eliya town: The following roads within the limits of the Board of Improvement, Nuwara Eliya, not mentioned elsewhere in the list :—	

(a) Lady McCallum's Drive ..	4½
(b) Lawson street ..	4½
(c) Moon Plains road (the War Memorial to Badulla road junction) ..	4½
(d) New Bazaar street ..	4½
(e) Queen's Cottage to Hawa Eliya via Kachcheri corner (excluding culvert at Holy Trinity Church junction) ..	4½
Nuwara Eliya-Uda Pussellawa road ..	4½
Nuwara Eliya-Welimada road (closed to motor lorry traffic from 53½ to 55 mileposts, temporarily) ..	4½
Padiyapellella-Ellamulla road ..	4½
Palapatiwela-Galawela road ..	3
Pupuressa road ..	4½
Pussellawa-Ramboda-Nuwara Eliya road ..	4½
Rattota road ..	3
St. Margaret's-Kirklees Branch road ..	4½
Ulapane-Riverside road ..	5
Wallaha road ..	3
Wanarajah Branch road (up to but not over Castlereagh bridge) ..	4½

Watagoda-Tawalantenna road :—

(a) Tawalantenna to Pundaluoya (with the exception of the Sangilipalam bridge on the 34th mile) ..	3
(b) Watagoda to Pundaluoya ..	3½

Southern Province.

Ambalangoda-Elpitiya road ..	4½
Beliatta-Tangalla road ..	4
Dikwella-Beliatta road ..	4
Dodanduwa-Halpatota road ..	2
Hikkaduwa-Halpatota road ..	2
Matara-Hambantota road ..	4
Wellawaya-Hambantota road ..	3

Eastern Province.

Batticaloa-Kalkudah road ..	3
Batticaloa-Kalmunai road ..	3
Bibile-Batticaloa road ..	3

North-Western Province.

Alawwa-Dampelessa road ..	3½
Colombo via Negombo-Marawila-Chilaw-Puttalam road ..	3½
Galagedera-Kurunegala road ..	4½
Kurunegala-Dambulla road to 20th milepost ..	3½
Kurunegala-Narammala road ..	3½
Kurunegala-Nickaweratiya road (2 tons only permissible over Maguru-oya bridge on 6th mile from Kurunegala) ..	3

	Weight allowed. Tons.		Weight allowed. Tons.		Weight allowed. Tons.
Kurunegala-Polgahawela road	.. 3	<i>North-Central Province.</i>		Avissawella-Ratnapura road (speed not to exceed 4 miles per hour over Getahetta and Kuruwita bridges on the 33rd and 48th miles, respec- tively)	.. 3
Maharagama-Polgahawela road	.. 4	Dambulla-Habarana road	.. 3	Balangoda-Chetnole road	.. 4½
Mallowapitiya-Rambodagala road	.. 4½	Habarana-Topuwēwa road up to 13th mile	.. 3	Dela-Karawita road	.. 4
Negombo <i>via</i> Dankotuwa-Giriulla- Narammala-Kuliyapitiya to Ma- dampe (2 tons gross weight only allowed on the temporary bridge on the 33rd mile, Kuliyapitiya-Madampe road)	.. 4	<i>Province of Uva.</i>		Hemingford road	.. 4½
Kurunegala town: The following roads within the limits of Kurunegala Local Board, not mentioned elsewhere in this list:—		Badulla-Taldena road to 1st milepost	2	Karandupone-Rambukkana road	.. 3½
(a) Bazaar street 4½	Bibile-Alutnuwara road up to the 5th milepost	.. 3½	Kegalla-Bulatkohupitiya road	.. 3
(b) Edinburgh street and Approach road to the Railway Station	.. 4½	Bibile-Batticaloa road	.. 3½	Kendangamuwa-Woodend road	.. 4½
(c) Getuwana Circular road	.. 4	Dikwella-Welimada road	.. 2	Malwala ferry road	.. 4½
		Haputale-Diyatalawa road	.. 2	Rakwana to Springwood estate bungalow	.. 4½
		Wellimada-Nuwara Eliya road	.. 4½	Rambukkana-Aranayaka road	.. 3
		Wellawaya-Hambantota road	.. 3	Ruanwella-Veyangoda road	.. 4½
		<i>Province of Sabaragamuwa.</i>		Watapota road	.. 3
		Avissawella-Ginigathena road, except bridge on the 42nd mile (Yatiyan- tota)	.. 4½	Yatiantota-Ardross road	.. 3
				Yatiantota-Kitulgala road	.. 4½
				Yatiantota-Polatagama road	.. 3

“THE VILLAGE COMMUNITIES ORDINANCE, 1889.”

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, October 29, 1923.

CECIL CLEMENTI,
Colonial Secretary.

SCHEDULE REFERRED TO.

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

Block survey preliminary plan 1,853.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
20	Kumbukgahamulahena <i>alias</i> Indihena <i>alias</i> Moralandeyaya	45	1	36
20B	Do.	2	2	8
1	Helambagahamulahenyaya <i>alias</i> Mylagaswewayaya	38	0	8
		86	0	12
<i>Lots excluded.</i>				
5	Mylagaswewa (tank and bund)	8	3	39
6	Kiriyagahamulahena (reservation for tank bund)	2	3	30
		11	3	29

“THE VILLAGE COMMUNITIES ORDINANCE, 1889.”

RULE made by the Village Committees of the subdivisions comprising the Chief Headmen's Divisions of Wannu hatpattu, Weudawili hatpattu, Dewamedi hatpattu, Hiriya hatpattu, Dambadeni hatpattu, and Katugampola hatpattu, in the District of Kurunegala, North-Western Province, under sections 6 and 16 of “The Village Communities Ordinance, 1889,” approved by His Excellency the Governor, with the advice of the Executive Council, and published in terms of section 7 of the said Ordinance.

By His Excellency's command,

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

CECIL CLEMENTI,
Colonial Secretary.

RULE REFERRED TO.

“Any person found loitering in the village on any thoroughfare, or in any public place between 9 P.M. and dawn without a light, if he is unable to give a satisfactory account of himself, shall be liable to a fine.”

"THE SMALL TOWNS SANITARY ORDINANCE, No. 18 OF 1892."

IT is hereby notified that the Sanitary Board of the District of Matale has, in terms of section 7 of "The Small Towns Sanitary Ordinance, 1892," as amended by "The Small Towns Sanitary (Amendment) Ordinance, No. 12 of 1913," and with the sanction of the Governor and Executive Council, made and assessed a rate of six per centum per annum from January 1, 1924, on the annual value of all houses and buildings of every description, and all lands and tenements whatsoever within the town of Palapatwela, in the District of Matale, of the Central Province, save such as are by the said section of the said Ordinance exempted from the payment of such rate.

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

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

HIS Excellency the Governor has been pleased, in terms of the regulations dated June 2, 1903, to grant the Colonial Auxiliary Forces Long Service Medal to Corporal Percival Osmond Jansz, of the Ceylon Light Infantry.

Colonial Secretary's Office,
Colombo, October 29, 1923.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

"THE PUBLIC SERVICE MUTUAL PROVIDENT ASSOCIATION ORDINANCE, 1891."

THE following statements of accounts of the Public Service Mutual Provident Association for the year ended June 30, 1923, are published for general information, in terms of sub-section (2) of section 16 of Ordinance No. 5 of 1891.

Colonial Secretary's Office,
Colombo, October 29, 1923.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

Account of Receipts and Disbursements of the Public Service Mutual Provident Association for the Year ended June 30, 1923.

RECEIPTS.		Amount.	Total.	DISBURSEMENTS.		Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
Balance on June 30, 1922	..	—	57,880 12	Contributions refunded	..	—	60,319 71
Contributions for the year 1922-23	..	86,944 50		Loans and advances	..	—	365,287 31
Transferred from profit and loss account—				Loans on landed property	..	—	34,750 0
	Rs. c.			Donations paid	..	—	64,750 4
Contribution account	49,418 71			Appraisers' fees paid	..	—	309 0
Defaulters' account	341 11			Lawyers' fees paid	..	—	115 50
		49,759 82		Miscellaneous deposits refunded	..	—	246 55
			136,704 32	Defaulters' balances refunded	..	—	541 58
Interest recovered on—				Suspense account : amount refunded	..	—	3,624 52
4 per cent. Inscribed Stock	..	4,585 60		Amount paid from profit and loss	..	—	3 98
Fixed deposits	..	10,075 68		Placed in fixed deposit :—			
Current account	..	837 18		Chartered Bank	..	20,500 0	
Loans and advances	..	16,784 61		Hong Kong and Shanghai Bank	..	10,000 0	
Landed property loans	..	26,288 89		P. & O. Banking Corporation	..	35,000 0	
5 per cent. National War Bonds	..	955 47		Ceylon Savings Bank	..	92 70	
British 5 per cent. War Loan	..	2,224 84					65,592 70
India 6 per cent. War Bonds	..	1,496 24		Charges account (for details see profit and loss account)	..	—	13,047 55
Ceylon Savings Bank Deposit	..	92 70		Profit and loss account : dividends, 1921-22, transferred	..	—	49,759 82
			63,341 21	Balance—			
National War Bonds redeemed	..	—	15,000 0	In current account	..	42,379 63	
Appraisers' fees recovered	..	—	283 0	In Treasurer's hands	..	1,868 10	
Lawyers' fees recovered	..	—	105 0				44,247 73
Miscellaneous deposits	..	—	364 84				
Fines and forfeitures	..	—	1 7				
Defaulters' balances	..	—	142 47				
Suspense account	..	—	2,954 4				
Loans and advances recovered	..	—	294,465 27				
Repayments of loans on landed property	..	—	37,173 92				
Recoveries on account of donations	..	—	58,680 73				
Withdrawn from fixed deposits :—							
Hong Kong and Shanghai Bank	..	15,000 0					
Imperial Bank	..	10,500 0					
Eastern Bank	..	10,000 0					
			35,000 0				
			702,595 99				702,595 99

Audited and found correct :

B. R. PERERA
C. H. W. KANNANGARA } Joint Auditors.

Colombo, August 15, 1923.

J. JOSEPH,
Treasurer.

Balance Sheet of the Public Service Mutual Provident Association on June 30, 1923.

LIABILITIES.	Amount.		Total.		ASSETS.	Amount.		Total.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Amount to credit of members ..	1,205,717	79	1,213,456	58	Loans and advances outstanding	—	—	358,888	2
Amount to credit of defaulters ..	7,738	79			Loans on security of landed property	—	—	417,915	11
Amount set apart to cover premium on Inscribed Stock ..	1,198	74	12,464	12	Amount of donatory calls due by members	—	—	15,177	23
Reserve fund on account of loans on landed property ..	11,265	38	9,257	56	Miscellaneous advances	—	—	448	31
Amount of donations due to representatives of deceased members ..	—	—	213	88	Purchase value of Rs. 114,640 Ceylon 4 per cent. Inscribed Stock	—	—	116,667	88
Fees due to appraisers ..	—	—	33	53	Placed in fixed deposit:—				
Lawyers fees ..	—	—	500	0	In National Bank ..	30,000	0		
Security deposit ..	—	—	1,008	18	In Chartered Bank ..	30,500	0		
Miscellaneous deposits ..	—	—	6,549	79	In Mercantile Bank ..	20,000	0		
Suspense account ..	—	—	49,613	82	In Hong Kong and Shanghai Bank ..	20,000	0		
Profit and loss account ..	—	—			In Imperial Bank ..	85,000	0		
					In Eastern Bank ..	35,000	0		
					In Ceylon Savings Bank ..	3,184	19		
					In P. & O. Banking Corporation ..	35,000	0	258,684	19
					British 5 per cent. War Loan ..	43,771	50		
					Indian 5½ per cent. War Bonds (now raised to 6 per cent.) ..	25,000	0	68,771	50
					Accrued interest on June 30, 1923:—				
					On house property loans ..	5,348	86		
					On other than house property loans ..	6,948	63	12,297	49
					<i>Balance.</i>				
					In current account ..	42,379	63		
					In Treasurer's hands ..	1,868	10	44,247	73
								1,293,097	46
								1,293,097	46

Audited and found correct:

B. R. PERERA
C. H. W. KANNANGARA } Joint Auditors.

Colombo, August 15, 1923.

J. JOSEPH,
Treasurer.

Dr. Profit and Loss Account of the Public Service Mutual Provident Association for the Year ended June 30, 1923. Cr.

	Amount.		Total.			Amount.		Total.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Remuneration to Auditors for 1921-22	1,000	0	13,047	55	Balance brought forward on July 1, 1922	49,876	63		
Do. Treasurer for 1922-23	1,500	0			Less amount appropriated on dividends 1921-22 ..	49,759	82	116	81
Bonus to Secretary for 1921-22	250	0			Nett interest recovered during the year ..	63,341	21		
Do. 1922-23	360	0			Less amount appropriated on June 30, 1922 ..	12,787	89	50,553	32
Salaries of office staff	6,176	0			Accrued interest on June 30, 1923:—				
Cost of iron safe	960	0			On loans on landed property ..	5,348	86		
Cost of new ledgers	250	0			On Government Inscribed Stock ..	1,319	59		
Stationery and books	142	59			On fixed deposit—				
Printing and advertising	908	67			National Bank ..	625	69		
Postage	817	0			Chartered Bank ..	534	65		
Cheque-books	369	0			Mercantile Bank ..	337	94		
Binding	32	75			Hong Kong and Shanghai Bank ..	84	79		
Coats and badges for peons	43	0			Imperial Bank ..	2,222	86		
Incidental expenses	238	54			Eastern Bank ..	1,136	70		
					P. & O. Banking Corporation ..	59	18		
Amount paid from profit and loss account ..	—	—	303	34	On British 5 per cent. War Loan	187	50		
Reserve fund on loans on landed property ..	262	78			On 6 per cent. Indian War Bonds	439	73	12,297	49
Amount set apart to cover premium on Inscribed Stock ..	40	56			Fines and forfeiture ..	—	—	1	7
For proposed allotment at 4 1/16 per cent. ..	49,296	65						62,968	69
Balance at credit ..	317	17	49,613	82					
			62,968	69					

Audited and found correct:

B. R. PERERA
C. H. W. KANNANGARA } Joint Auditors.

Colombo, August 15, 1923.

J. JOSEPH,
Treasurer.

It is hereby notified that a license to import sixty (60) cordite rifle cartridges into Ceylon during the current year has been issued to Mr. N. J. Bannerman, of Warriagalla estate, Galaha.

Colonial Secretary's Office,
Colombo, October 29, 1923.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

(Continued on page 2392.)

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

	1919-20.	1920-21.	1921-22.	1922-23.
	Rs.	Rs.	Rs.	Rs.
October	7,357,965	6,012,849	6,586,591	7,729,712
November	5,680,297	5,843,278	5,506,782	7,402,884
December	7,865,674	4,664,469	5,042,049	6,421,984
January	7,491,041	6,454,004	7,704,744	9,389,694
February	6,933,963	5,199,181	6,373,032	7,166,303
March	8,409,626	5,838,231	6,817,153	7,737,585
April	5,552,665	5,517,872	6,722,770	7,710,087
May	5,831,981	5,841,141	7,107,238	8,440,781
June	6,113,917	6,295,851	6,736,841	7,692,952
July	6,167,476	6,524,342	7,119,369	8,323,151
August	6,330,186	5,933,850	6,806,823	
September	7,465,627	6,493,993	6,746,725	
Total	81,200,418	70,619,061	79,270,117	

General Treasury,
Colombo, October 26, 1923.

W. W. WOODS,
Colonial Treasurer.

NOTICES CALLING FOR TENDERS.

TENDERS are invited for the supply of rice to the contractors and coolies of the Railway Extensions Department, working on the Paticcaloa and Trincomalee Light Railway, between Maho, Habarana, Gal-o-ya, Minneriya, Polonnaruwa, and such intermediate points as herein provided for.

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, or be sent through the post.

3. Tenders should be either deposited in the tender box in the Office of the Controller of Revenue or be sent through the post. Sealed samples should be deposited in the office of the Chief Construction Engineer, Colombo. These samples must have the quality of the rice and rate per bushel clearly marked upon them.

4. Tenders should be marked "Tenders for supplying Rice, Railway Extensions Department," 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, November 13, 1923.

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

6. The supply will be for a period of two months commencing from December 1, 1923.

7. The price per bushel will include the bag as well as cost of transport for delivery at Maho. *Separate* prices must be quoted by tenderers (a) for delivery at Maho, (b) for delivery at any intermediate point between Maho, Galoya, and Polonnaruwa. Intermediate points of supply will be settled by the Executive Engineer at Habarana.

8. No railway facilities will be given regarding freight on transport of rice to Maho, and full freight rates must be allowed for in the tendered quotation, but the rice will be conveyed free between Maho, Gal-o-ya, and Polonnaruwa by Extension Ballast Train or lorry at the contractor's risk.

9. Temporary stores for storing the rice will be provided free by the Department at Maho, Habarana, Gal-o-ya,

Minneriya, and Polonnaruwa, and such other places from which rice may have to be issued.

10. The contractor will provide all labour for the handling and issue of the rice at all points.

11. Issue to the contractors or coolies will be made only on signed order of the Assistant Engineer of the section.

12. Payments will be made monthly on the certificate furnished by the Assistant Engineers through the Executive Engineer at Habarana, during the month following that in which the rice has been supplied.

13. The approximate monthly requirements will be 3,000 bushels per month, and the contractor must hold sufficient stock to meet this requirement.

14. A cash deposit of Rs. 50 will be required to be made in the name of the Colonial Treasurer in the Colonial Treasury or at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into a contract, 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 to the contract. No deposit for tender forms will be accepted at the Chief Construction Engineer's Office.

15. 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 defaulting contractors, or any other person to whom the Chief Construction Engineer, for reasons which appear to him sufficient, object after giving notice of his objection in writing.

16. Ten per cent. of the total amount due will be retained by the Engineer as security, and within thirty days after the completion of the supply in all respects as provided for in the agreement the retention money will be paid to the contractor.

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

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

19. All tenders 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.

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

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

Colombo, October 30, 1923.

TENDERS are hereby invited for erection of the following buildings, &c., at Rambukkana station, on the Main Line Duplication, viz. :—

- (1) Island platform, 1,000 feet long.
- (2) Passenger station building.
- (3) Coal stage.
- (4) Extension to goods shed and manure shed.
- (5) Engine shed and pit.
- (6) Ash pit.
- (7) Loco Foreman's bungalow.
- (8) Latrine for sub-staff.
- (9) One set porters' lines (7 rooms).
- (10) Booking office.

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.

3a. Tenders may be for all or any of the buildings enumerated, but each must be quoted for separately.

4. Tenders should be marked "Tender for Buildings, &c., at Rambukkana station, on the Main Line Duplication," on the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than noon on Tuesday, November 20, 1923.

5. Tenderers may obtain forms and copies of the bill of quantities, and inspect drawings and conditions of contract at the Office of the Chief Construction Engineer.

6. A deposit of Rs. 50 will be required to be made either at the Treasury or Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract, or fail to furnish approved security, within ten days of receiving notice in writing signed by the Chief Construction Engineer, 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. 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.

8. The work is to be carried out in all respects as shown on drawings :—

- No. D. I A/2—Island platform, 1,000 ft. long.
- No. D. I/91—Passenger station building.
- No. D. I/92—Coal stage.
- No. D. I/109—Extension to goods shed and manure shed.
- No. D. I/81—Engine shed and pit.
- No. D. I/112—Ash pit.
- No. D. I/104—Loco Foreman's bungalow.
- No. D. I/114—Latrine for sub-staff.
- No. D. I/102—One set porters' lines (7 rooms).
- No. D. I/51—Booking office.

9. Copies of the specification and drawings will be supplied to intending tenderers who have paid their deposit money, *vide* paragraph 5.

10. Doors and windows for the buildings ready made with all fittings will be supplied free to the contractor by the Department.

11. Timber in the log will be supplied to the contractor by the Department for other timber work in the buildings at Rs. 2 per cubic foot.

12. The contractor will have to provide for sawing timber for all timber work (except doors and windows) at the site. He must also provide for the supply at the site of approved sand, bricks, tiles, and lime, &c. (the cement required will be supplied by the Department and charged for to the contractor at Rs. 12.50 per barrel), also any other materials and labour required to carry out the work on the buildings specified according to specification, and to provide accommodation for his labour.

13. Before any tender is accepted, the contractor will be required to sign an agreement to execute and perform the works in accordance with the drawings, specifications, and the general conditions therein set forth. The work will be paid for on monthly measurements of work done. Ten per cent. of the value of work done will be retained as security and will be refunded within one month of the satisfactory completion of the work. He will also be required to deposit a sum of Rs. 5,000 in cash for the due and faithful performance of the contract if the full list of buildings is tendered for, or :—

Rs. 1,000 in respect of item No. 1.

Rs. 750 in respect of item No. 3.

Rs. 500 in respect of items Nos. 2, 4, 5, 7, and 10.

Rs. 150 in respect of item No. 9.

No deposit is necessary in respect of items 6 and 8 which amount will be returned when the retention equals this sum.

14. The contract shall not be assigned or sublet without the authority of the Tender Board.

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

16. 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.

17. All other necessary information can be ascertained upon application at the Office of the Chief Construction Engineer, Railway Extensions, Colombo, and not to the undersigned in person.

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

Colombo, October 30, 1923.

SCHEDULES of rates are hereby invited for Drainage and Water Supply to 17 Senior Clerks' Quarters, Colpetty.

2. The whole of the work to be undertaken in agreements to be entered into monthly by the Engineer, Government Housing Scheme, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, Western Province.

3. The drawings, specification, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the Engineer, Government Housing Scheme, Kanatta, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays 9.30 A.M. and 2 P.M.).

4. Schedules of rates must be submitted on numbered forms to be obtained from the Office of the Engineer, Government Housing Scheme, Kanatta, and forwarded in a securely sealed envelope addressed to the Engineer, Government Housing Scheme, Kanatta, endorsed on the outside "Schedule of Rates, Drainage, and Water Supply to 17 Senior Clerks' Quarters, Colpetty," so as to reach his office on or before 12 noon on Monday, November 19, 1923.

5. Any alterations made in the tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialled will be treated as informal and rejected.

6. Government will supply the contractor with all the necessary drainage and water pipes and fittings, &c., which it may be necessary to use in the execution of the works included in the agreement, and reserves the right to supply any further material that may be necessary.

7. Only those contractors, who hold licenses from the Colombo Municipality for drainage and water supply need apply for schedules.

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 Provincial Engineer, Western Province, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

E. W. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, October 30, 1923.

SEALED Tenders, marked on the envelopes "Tender for transporting and weighing Salt into Government Stores at Nachchikali," will be received by the Assistant Government Agent of Puttalam up to noon of November 16, 1923, from persons willing to contract for the service of transporting from the Nachchikali salterns the salt collected in them during the maha manufacture of 1923, and weighing and storing the same in the salt stores at Nachchikali.

Tenderers will note the following requirements:—

1. They should specify the rate for 1,000 cwt. for transporting, weighing, and storing.

2. Tenderers should be prepared to bring in and weigh and deliver 1,000 cwt. daily.

3. Each tenderer must deposit a sum of Rs. 25 in any Kachcheri before tendering. No tender will receive any consideration where no such deposit has been made. This deposit will be confiscated if the tenderer is not prepared to enter into contract, or is unable to furnish certified security in Rs. 500 for the due fulfilment of the contract. Unforfeited deposits will be returned to the tenderers.

4. Tenderer must name an address in Puttalam, where letters or notices may be served on or left for him.

5. A letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract, should accompany the tender.

6. Every alteration in the rates of tender should be initialled by the tenderer.

7. A duplicate of the tender should be forwarded by the tenderer by post to the Hon. the Controller of Revenue, Colombo, at the same time he forwards the original to the Assistant Government Agent of Puttalam.

8. The tenderers should be at hand at the Kachcheri on the day of the opening of tenders, so that they or any of them may be spoken to if it is found necessary to do so.

9. Crown Counsel fees for settling bond and contract should be paid by the successful tenderer.

Puttalam Kachcheri, S. M. P. VANDERKOEN,
October 26, 1923. for Assistant Government Agent.

SEALED Tenders, marked on the envelopes "Tender for weighing and transporting Salt for Private Purchasers," will be received by the Assistant Government Agent of Puttalam up to 1 P.M. on November 16, 1923, from persons willing to contract—

For the service of weighing and delivering such salt as the Assistant Government Agent desires to be weighed and delivered at the Puttalam Salt depôts to carts or boats during the year 1924.

Tenderers will note the following requirements:—

1. Tenderers should specify the rate per 1,000 cwt. for weighing and transporting the same into boats and carts separately.

2. They should be prepared to weigh and transport 2,000 cwt. daily, employing a sufficient number of coolies and carts for this purpose.

3. Each tenderer must deposit a sum of Rs. 500 in any Kachcheri before tendering. No tender will receive any consideration where no such deposit has been made. This deposit will be forfeited to Government if the tenderer is not prepared to enter into contract, or is unable to furnish certified security in Rs. 1,000 for the due fulfilment of the contract. Unforfeited deposits will be returned to the tenderers.

4. Each tenderer must name an address in Puttalam where letters or notices may be served on or left for him.

5. A letter signed by two responsible persons, whose addresses must be given, engaging to become surety for the due fulfilment of the contract should accompany the tender.

6. Every alteration in the tender should be initialled by the tenderer.

7. A duplicate of the tender should be forwarded by the tenderer by post to the Hon. the Controller of Revenue, Colombo, at the same time that the original is sent to the Assistant Government Agent of Puttalam.

8. The tenderers should be at hand at the Kacheheri on the day of opening of tenders, so that they or any of them may be spoken to if it is found necessary to do so.

9. Government reserves to itself the right, without question, of rejecting any or all tenders.

Puttalam Kachcheri, S. M. P. VANDERKOEN,
October 26, 1923. for Assistant Government Agent.

SEALED Tenders, marked on the envelopes "Tender for weighing and transporting Salt for Purchasers," will be received by the Assistant Government Agent of Puttalam up to 12 noon on November 16, 1923, from persons willing to contract—

For the service of weighing and delivering such salt as the Assistant Government Agent desires to be weighed and delivered at the Nachchikallie salt depôts to carts and boats during the year 1924.

Tenderers will note the following requirements:—

1. Tenderers should specify the rate per 1,000 cwt. for weighing and transporting the same into boats and carts separately.

2. They should be prepared to weigh and transport 1,200 cwt. daily, employing a sufficient number of coolies and carts for this purpose.

3. Each tenderer must deposit a sum of Rs. 50 in any Kachcheri before tendering. No tender will receive any consideration where no such deposit has been made. This deposit will be forfeited to Government if the tenderer is not prepared to enter into contract, or is unable to furnish certified security in Rs. 1,000 for the due fulfilment of the contract. Unforfeited deposits will be returned to the tenderer.

4. Each tenderer must name an address in Puttalam, where all letters or notices may be served on or left for him.

5. A letter signed by two responsible persons, whose addresses must be given, engaging to become surety for the due fulfilment of the contract, should accompany the tender.

6. Every alteration in the tender should be initialled by the tenderer.

7. A duplicate of tender should be forwarded by the tenderer by post to the Hon. the Controller of Revenue, Colombo, at the same time that he forwards the original to the Assistant Government Agent, Puttalam.

8. The tenderers should be at hand at the Kachcheri on the day of opening of tenders, so that they or any of them may be spoken to if it is found necessary to do so.

9. Government reserves to itself the right, without question, of rejecting any or all tenders.

Puttalam Kachcheri, S. M. P. VANDERKOEN,
October 26, 1923. for Assistant Government Agent.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Thursday, the 8th instant, at 2.30 P.M., at the Police Headquarters, Maradana:—

376 pairs boots 125 pairs braces 4 pairs boots (English leather) 7 caps (Inspectors') 3 helmets 100 overcoats 10 raincoats (waterproof) 4 raincoats (Inspectors')	2 shirts 40 tunics (khaki) 40 trousers 500 tunics (serge) 500 trousers (serge) 8 tunics (white)
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ASTLEY ROBERTS,
for Inspector-General of Police.

Police Headquarters,
Colombo, November 2, 1923.

THE following unclaimed articles will be sold by public auction at the District Court, Kalutara, on Saturday, November 24, 1923, at 1 P.M.:—

21 bangles 11 glass bangles 14 beads 3 bracelets 14 necklets of beads 17 rings 4 earrings 5 nose rings 2 toe rings 1 earpick 1 nose ornament	1 waist chain 2 keys 1 purse 1 snuff box 1 awl and handle 1 borer 1 chisel 1 pincer 1 saw 1 screw driver 1 spear
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District Court,
Kalutara, October 29, 1923.

W. H. B. CARBERY,
District Judge.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended October 27, 1923.

Births.—The total births registered in the city of Colombo in the week were 109 (1 European, 7 Burghers, 67 Sinhalese, 15 Tamils, 13 Moors, 5 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1923, viz., 250,431) was 22.7, as against 26.2 in the preceding week, 27.6 in the corresponding week of last year, and 27.9 the weekly average for last year.

Deaths.—The total deaths registered were 143 (1 European, 6 Burghers, 79 Sinhalese, 21 Tamils, 24 Moors, 10 Malays, and 2 Others). The death-rate per 1,000 per annum was 29.8, as against 30.8 in the previous week, 21.7 in the corresponding week of last year, and 31.2 the weekly average for last year.

Infantile Deaths.—Of the 143 total deaths, 38 were of infants under one year of age, as against 34 in the preceding week, 24 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 7.

Principal Causes of Death.—1. (a) Eighteen deaths from *Pneumonia* were registered, 5 in Maradana hospitals (including 2 deaths of non-residents), 3 in New Bazaar, 2 each in Kotahena South, Slave Island, and Wellawatta South, and 1 each in St. Paul's, Kotahena North, Maradana North, and Maradana East, as against 16 in the previous week, and 22 the weekly average for last year.

(b) Two deaths from *Influenza* were registered in St. Paul's, as against 4 in the previous week, and 6 the weekly average for last year.

(c) One death from *Bronchitis* was registered in Maradana North, as against 2 in the previous week, and 4 the weekly average for last year.

2. Eleven deaths from *Phthisis* were registered, 2 each in San Sebastian, Maradana hospitals, and Kollupitiya, and 1 each in Kotahena South, New Bazaar, Maradana North, Slave Island, and Wellawatta North, as against 14 in the previous week, and 12 the weekly average for last year.

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

4. One death from *Plague* was registered in St. Paul's, as against 3 in the previous week, and 2 the weekly average for last year.

5. Seventeen deaths were registered from *Infantile Convulsions*, 11 from *Debility*, 6 from *Enteritis*, 5 from *Dysentery*, 4 each from *Diarrhæa* and *Worms*, and 60 from *Other Causes*.

6. Seventeen cases of *Enteric Fever*, 4 of *Chickenpox*, 3 of *Measles*, and 3 of *Plague* were reported during the week, as against 18, 27, 4, and 5, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 79.3°, against 80.1° in the preceding week, and 80.0° in the corresponding week of the previous year. The mean atmospheric pressure was 29.852 in., against 29.916 in. in the preceding week, and 29.888 in. in the corresponding week of the previous year. The total rainfall in the week was 3.80 in., against 1.96 in. in the preceding week, and 5.82 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, October 30, 1923.

FRED. L. ANTHONISZ,
for Registrar-General.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Statement showing the Importation of Rice into the different Ports of Ceylon during the Week ended October 26, 1923.

Ceylon Port.	Port of Origin.	No. of Bags.
Colombo	Bombay	130
Do.	Calcutta	25,151
Do.	Karikal	2,050
Do.	Negapatam	280
Do.	Rangoon	18,175
Do.	Tuticorin	200
Do.	Dhanushkodi	6,530
Galle	Calcutta	8,337
Do.	Cocoanada	400
Do.	Negapatam	116
Kayts	Adirampatam	798
Do.	Cudalore	487
Trincomalee	Negapatam	935
Other Ports	Nil	Nil

(5,330 bags shipped during the week.)

H. M. Customs, B. G. DE CLANVILLE,
Colombo, October 30, 1923. for Principal Collector.

Change of Management.

NOTICE is hereby given that the Rev. A. T. Humphrey has been appointed Manager of the schools mentioned below, in place of the Rev. G. A. Grenier:—

Schools referred to.

G/All Saints' College, Galle.
G/Buona Vista Boys' English School.
G/Buona Vista Orphanage.
G/Kitulampitiya Vernacular Girls' School.
G/Kumbalwella Vernacular Mixed School (Mahamodara).
G/Katukurunda Anglo-Vernacular Mixed School.

Education Office, L. MACRAE,
Colombo, October 29, 1923. Director of Education.

Auction Sale.

THE following produce and cattle of the Experiment Station, Peradeniya, will be sold by public auction on Tuesday, November 13, 1923, at 9 A.M., on the spot:—

Coconuts, approximately 10,000 nuts.
Dry coffee.
Arecanut crop from date of sale to September 30, 1924.
Cassava.
2 brown bull-calves.
3 brown cow-calves.
1 black cow-calf.
1 Raleigh bicycle.

A deposit of Rs. 50 in case of coconuts and Rs. 10 for other produce will be required to be made with the Manager, Experiment Station, by the purchasers of each of the articles purchased. Should any person fail to remove the produce within seven days, inclusive of the date of purchase, such deposit will be forfeited to the Crown. All other deposits will be returned when the articles purchased have been removed.

Cash security in Rs. 20 will be required for the purchase of the arecanut crop.

Payment for the entire crop of arecanut must be made within three days, inclusive of the date of purchase. Should the purchaser fail to do this his deposit will be forfeited to the Crown.

The collecting, curing, and removal of the arecanuts shall be at the expense and risk of the contractor.

Payment must be made before delivery of the other produce, which can be seen by intending purchasers, at the store of the Experiment Station, Peradeniya, where they will be delivered.

The Government reserves to itself the right, without question, of accepting or rejecting the highest offer.

F. A. STOCKDALE,
Peradeniya, October 29, 1923. Director of Agriculture.

Cancellation of Butcher's License.

IN terms of section 7 of Ordinance No. 9 of 1893, I John George Fraser, C.M.G., Government Agent of the Western Province, do hereby cancel and withdraw the butcher's license No. 3,241, dated December 21, 1922, issued to B. Lewis Peiris of Kandana, empowering him to trade within the Sanitary Board limits of Kandana.

The Kachcheri,
Colombo, October 24, 1923.

J. G. FRASER,
Government Agent.

Appointment of Assessors.

BY virtue of the powers vested in me under section 5 of Ordinance No. 7 of 1866, as amended by Ordinance No. 19 of 1921, I have appointed the persons named below to be Assessors for the Sanitary Board towns in the Southern Province for the year 1924:—

The Kachcheri,
Galle, October 26, 1923.

G. N. FARQUHAR,
for Government Agent.

Ambalangoda.

1. M. K. de S. Jayatileke.
2. B. H. P. de S. Kulasekera.
3. J. L. Sawneris Silva.

Hikkaduwa.

1. W. H. P. Wanigatunga.
2. Don Hendrick Suriarachchi.
3. Don Odris Pandita Wickramasekera.

Dodanduwa.

1. R. S. Wijesinghe.
2. Francis Katukolihe.
3. T. R. de S. Gunatileke.

Weligama.

1. S. James de Silva.
2. J. A. Udenis de Silva.
3. S. A. Marikkar Ahamadu Lebbe Marikkar.

Dondra.

1. W. P. Janis de Silva.
2. D. M. Ferdinandis Yapa.
3. M. Pabiris Appu.

Hambantota.

1. A. L. M. Thassim.
2. D. D. Kulatunga.
3. L. Jinadasa.

Tangalla.

1. C. W. Coperahewa.
2. O. M. A. Hamid.
3. W. K. U. de Silva.

Beliatta.

1. U. de S. Wickramasuriya.
2. T. W. Adiris de Silva.
3. G. A. Arnolis de Silva.

Chena Surveyor Muhandiram, Ratnapura District.

APPLICATIONS for the post of Chena Surveyor Muhandiram, Ratnapura District, will be received by the Government Agent, Province of Sabaragamuwa, up to November 10, 1923.

Candidates should possess a good knowledge of surveying, map reading, and Sinhalese, and must be physically fit for outdoor work.

The standard of education required will be the Cambridge Senior Local or an equivalent examination.

The salary of the post (which is pensionable) is Rs. 100 per mensem, and a commuted travelling allowance of Rs. 75 per mensem will also be paid.

Two coolies are allowed.

For further particulars application should be made to me. Candidates who have applied for this post in response to the notice published in August last need not apply.

Ratnapura Kachcheri,
October 26, 1923.

G. F. R. BROWNING,
Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 19, situated at Layard's Broadway, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from October 22, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 25, 1923. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 64/65, situated at Barber street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from October 23, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 25, 1923. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 13, situated at New Urugodawatta road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from October 10, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 25, 1923. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated October 16, 1923, published in the *Government Gazette* No. 7,356 of October 19, 1923, the premises known as Siriniwasa, Flower road, 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 October 25, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 29, 1923. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises at New Urugodawatta road, Municipal Council land, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from October 26, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 30, 1923. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 99, situated at Old Urugodawatta road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from October 26, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 30, 1923. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 38, situated at Barber street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from October 27, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 30, 1923. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 87, situated at Barber street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from October 26, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 30, 1923. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated October 15, 1923, published in the *Government Gazette* No. 7,356 of October 19, 1923, the premises bearing assessment No. 832B, situated at Mahawatta, 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 October 26, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 30, 1923. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS by proclamation dated October 17, 1923, published in the *Government Gazette* No. 7,358 of October 26, 1923, the premises bearing assessment No. 22, situated at Jampettah street, Colombo, were proclaimed an infected area, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from October 26, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 30, 1923. Municipal Veterinary Surgeon.

Rinderpest.

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

The area bounded on the north by a portion of Welikurunduwatta belonging to Don Davith Saparamadu Appuhami, east by high road, south by land belonging to John Perera Jayasingha and others, and west by a portion of Welikurunduwatta belonging to Don Elias Jayasuriya Appuhami.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, October 23, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in a private Gala at Weediyawatta in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Attanagalu-oya, east by Kandy road, south by Galtota-oya, and west by Korala-wale-ala

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, October 23, 1923. for Government Agent.

Rinderpest.

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

The area bounded on the north by land belonging to Santiago Fonseka, east by public high road from Negombo to Colombo, south and west by railway line from Colombo to Chilaw.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, October 25, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in garden No. 64, Weragoda in Ambatalenpahala, 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 Public Works Department Sedawatta road, south by railway line to Kolonnawa, west by land of D. C. Wijewardena, and east by railway line to Ragama.

This declaration is to take effect from this date.

The Kacheheri, W. A. WEERAKOON,
Colombo, October 26, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in garden No. 1, Weragoda in Ambatalenpahala, 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 Kelani river, south by Public Works Department Sedawatta road, west by Grandpass canal, and east by Kittanpahuwa Heen-ela.

This declaration is to take effect from this date.

The Kacheheri, W. A. WEERAKOON,
Colombo, October 26, 1923. for Government Agent.

Rinderpest.

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

The area bounded on the north by land belonging to Nilaboi Krisna Pulle and others, east by high road, south by Village Committee road, and west by cart road.

This declaration is to take effect from this date.

The Kacheheri, R. J. PEREIRA,
Colombo, October 26, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the land called Delgahawatta, at Siyambalagoda, in Salpiti korale of the Western Province: It is hereby declared that the under-mentioned area is infected, in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz. :—

The area bounded on the north by Batapandurawatta, east by Ballapandurakandawatta, south by Millagahawatta, and west by a portion of Delgahawatta.

This declaration is to take effect from this date.

The Kacheheri, R. J. PEREIRA,
Colombo, October 29, 1923. for Government Agent.

Rinderpest.

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

The area bounded on the north by Attanagalu-oya, east by Kandy road, south by Gampaha-Yakkala road, and west by korale boundary.

This declaration is to take effect from this date.

The Kacheheri, R. J. PEREIRA,
Colombo, October 29, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out at Horana, in Rayigam korale, Kalutara District, Western Province: It is hereby declared that the area, bounded on the north by Kahatagahawatta, east by Hegalla estate,

south by Anchipanagoda, and on the west by Wewakumbura, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from October 23, 1923.

The Kacheheri, T. W. GOONEWARDENE,
Kalutara, October 25, 1923. for Assistant Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out at Munagama, in Rayigam korale, Kalutara District, Western Province: It is hereby declared that the area, bounded on the north by paddy field, south by Panadure-Ratnapura high road, west by Kalugalahena land, and on the east by Millawa Gansabhawa road, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from October 23, 1923.

The Kacheheri, T. W. GOONEWARDENE,
Kalutara, October 25, 1923. for Assistant Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out at Dodangoda in Pasdun korale west, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by Dodangoda-Tebuwana District Road Committee road, starting from the main road up to the Dodangoda village boundary, east by the village limit of Tudugala and Nehinna, south by the village Puhambugoda, and on the west by the village Potuwila and Panikkigoda, and the road from Paiyagala to Dodangoda, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from October 30, 1923.

The Kacheheri, T. W. GOONEWARDENE,
Kalutara, October 31, 1923. for Assistant Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in Ballapana village, of Kandupita pattu north of Beligal korale, Kegalla District: It is hereby declared that the area, bounded on the north by Gandolaha pattu boundary, east by Peherambe village, south by Asideniya village, and west by Peherambe village, is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909.

This declaration is to take effect from October 30, 1923.

The Kacheheri, R. H. WHITEHORN,
Kegalla, October 30, 1923. Assistant Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated August 13, 1923, published in the *Government Gazette* No. 7,345 of August 17, 1923, the premises bearing assessment No. 651, situated at Wellawatta, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from August 24, 1923.

The Municipal Office, CHAS. W. PATE,
Colombo, October 29, 1923. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in Coombewood estate, Talawakele in Dimbula korale of Kotmale, Nuwara Eliya District: It is hereby notified that the above estate is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909.

This declaration is to take effect from this date.

E. R. SUDBURY,
for Assistant Government Agent.
The Kacheheri,
Nuwara Eliya, October 26, 1923.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF MIYANAWITA (CEYLON) TEA COMPANY, LIMITED.

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

- (u) To acquire by purchase in money, shares, bonds, or otherwise, 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.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) 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 other services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) 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 the other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Six hundred thousand Rupees (Rs. 600,000), divided into Sixty thousand (60,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
R. C. BOUSTEAD, Colombo	One
C. NAPIER FORD, Colombo	One
H. L. PERCY, Colombo	One
J. TORRANCE, Colombo	One
O. P. MOUNT, Colombo	One
W. K. S. HUGHES, Colombo	One
G. T. HALE, Colombo	One
Total Shares taken	Seven

Witness to the above signatures at Colombo, this Eighteenth day of October, 1923:

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

ARTICLES OF ASSOCIATION OF MIYANAWITA (CEYLON) TEA COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "Miyawita (Ceylon) Tea Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Six hundred thousand Rupees (Rs. 600,000) divided into 60,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

19. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

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

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

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

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

CALLS.

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

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

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

27. The Directors shall have power in their absolute discretion to give time to any one or more Shareholder or Shareholders, exclusive of 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.

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

TRANSFER OF SHARES.

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

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

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

32. The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien, or otherwise; or 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 declination shall be absolute.

33. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the 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 32, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

37. The executors, or administrators, or the heirs of a deceased Shareholder (other than one of several joint Shareholders) shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

38. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or in any other way than by

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

39. If any person who shall become entitled to be registered in respect of any share under clause 38, shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall within twelve calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitle the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the persons entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

53. If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes, then the holders of any class of shares may by an extraordinary resolution passed at a meeting of such holders,

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

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

BORROWING POWERS.

55. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Two hundred thousand (Rs. 200,000).

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

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

58. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be cancelled, discharged, varied, or exchanged as the Directors may think fit, and may contain special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise.

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

GENERAL MEETINGS.

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

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

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

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

64. Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company.

Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

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

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

67. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the object 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. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the 2nd meeting contingently upon the resolution being passed by the requisite majority at the 1st meeting.

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

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

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

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

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

for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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

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

75. Minutes of the proceedings of every General Meeting, whether Ordinary or Extraordinary, shall be entered in a book to be kept for that purpose, and shall when so entered be signed as soon as practicable by the Chairman of 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 a Chairman.

VOTING AT MEETINGS.

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

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

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

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

80. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

86. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than forty-eight 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:—

Miyawita (Ceylon) Tea Company, Limited.

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

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

87. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such 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.

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

DIRECTORS.

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

90. The qualification of a Director shall be his holding in his own right at least twenty-five fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

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

remuneration to the Managing Directors of the Company. The Directors may repay to any Director all reasonable travelling and hotel expenses incurred by him in or about the *bona fide* performance of his duties as a Director including all reasonable travelling expenses to and (or) from Board meetings.

92. The first Directors shall be R. C. Boustead of Colombo, J. B. Coles of Nilambe, Galaha, and G. B. C. Northey of Colombo. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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.

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

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

96. 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.

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

98. 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.

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

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

101. If at any meeting at which an election of a Director ought to take place, the place of a retiring Director is not filled up, the retiring Director may continue in office until the first Ordinary General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

106. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

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

108. 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 subject to the provisions of Article No. 126 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses as well preliminary as otherwise, paid or incurred

in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

109. 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, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable and without assigning any cause for so doing.

110. 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.

111. 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.

112. 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.

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, 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, 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 realize 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 powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any power may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

116. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

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

118. 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.

119. 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 thereof shall have a casting vote in addition to his vote as a Director.

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

121. 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.

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

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

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

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

125. 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.

AGENTS AND SECRETARIES.

126. The firm of Boustead Bros. shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

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

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

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

130. 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 reasons why only a portion of such expenditure is charged against the income of the year.

131. 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.

132. 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.

133. 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.

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

AUDIT.

135. 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 the continuance in office, be eligible as an Auditor.

136. 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 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.

137. 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.

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

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

140. 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.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

143. 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, provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

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

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

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

147. 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.

148. 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.

149. 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.

150. 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.

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

NOTICES.

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

153. 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.

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

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

156. 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 the 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.

157. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 153 shall not be entitled to be given any notices.

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

ARBITRATION.

159. 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.

160. On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was, when the claim arose, on the Register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed

is not entered as paid in the books of the Company; and it shall not be necessary to prove the registration of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof aforesaid shall be conclusive evidence of the debt.

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

161. 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.

162. 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 aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

R. C. BOUSTEAD.

C. NAPIER FORD.

H. L. PERCY.

J. TORRANCE.

O. P. MOUNT.

W. K. S. HUGHES.

G. T. HALE.

Witness to the above signatures at Colombo, this Eighteenth day of October, 1923 :

[First Publication.]

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

MEMORANDUM OF ASSOCIATION OF YATAPOLLA ESTATE, LIMITED.

1. THE name of the Company is "YATAPOLLA ESTATE, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase from the proprietors thereof the Yatapolla estate, situate in the Kegalla District, Ceylon.
 - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
 - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licenses, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconuts, and coffee, curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.

- (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other product wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in Ceylon, the United Kingdom or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money or securities for money, shares, debentures, or securities in any other Company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of 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 issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company, in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental, or conducive, to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Three hundred and Fifty thousand Rupees (Rs. 350,000), divided into Thirty-five thousand (35,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such

classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
F. H. LAYARD, Colombo	One
E. H. F. LAYARD, Colombo	One
A. W. HARRISON, Colombo	One
F. W. TRELOAR, Colombo	One
R. ROBERT HILL, Colombo	One
O. P. MOUNT, Colombo	One
G. T. HALE, Colombo	One
Total number of shares taken ..	Seven

Witness to the above seven signatures at Colombo, this 1st day of October, 1923 :

W. K. S. HUGHES,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF YATAPOLLA ESTATE, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "Yatapolla Estate, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Three hundred and Fifty thousand Rupees (Rs. 350,000) divided into 35,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

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

12. 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.

13. Shares may be registered in the name of a firm or partnership, 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 in respect of shares registered in the name of the firm.

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

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

16. 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.

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

18. 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.

19. Every Shareholder shall be entitled to a certificate or certificates under the common seal of the Company, specifying the share or shares held by him and the amount paid thereon, provided that in the case of shares registered in the names of two or more persons, the Company shall not be bound to issue more than one certificate to all the joint-holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

26. Subject to the restrictions contained in these Articles, any Shareholder may transfer all or any of the shares by instrument in writing.

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

28. 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.

29. 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 of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred, and by such evidence as the Directors may reasonably require to prove the title of the 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 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

31. 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.

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

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

TRANSMISSION OF SHARES.

34. 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.

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

36. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall within twelve calendar months after such death be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

37. 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, provided such acceptance is properly legalized.

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

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

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

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

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

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

42. 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 conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture, and such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company,

and thereupon such purchaser shall be deemed the holder of such share, discharged from all calls due prior to such purchase; and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

43. 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 40 hereof, shall be redeemable after sale or disposal.

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

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

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

47. A certificate in writing under the hands of one of the Directors and of the Secretary, that the power of sale given by clause 45 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

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

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

51. 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.

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

53. 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.

54. 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.

55. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be cancelled, discharged, varied, or exchanged as the Directors may think fit, and may contain special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise.

56. 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.

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

58. 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.

59. 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.

60. The Directors may, whenever they think fit, call an Extraordinary General Meeting of the Company, and the Directors shall do so upon a requisition made in writing by not less than one-eighth of the number of Shareholders of the Company for the time being, 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.

61. Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company.

Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and such time as the Shareholders convening the meeting may themselves fix.

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

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

64. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

75. 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.

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

77. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

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

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

80. No Shareholder shall be entitled to be present or to vote either personally or by proxy or attorney at any meeting unless all calls due from him on his shares have been paid, and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, shall be entitled to be present or to vote at any meeting held

after the expiration of three months from the registration of the Company, in respect of any share which he has acquired by transfer, unless he has been registered as the holder of the share in respect of which he claims to vote at least one month previous to the time of holding the meeting at which he proposes to vote.

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

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

83. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than forty-eight 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 :—

Yatapolla Estate, Limited.

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

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

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

DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least one hundred fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

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

88. The first Directors shall be Messrs. F. F. Roe, R. J. Hartley, and also Messrs. F. H. Layard and B. M. Selwyn, who will join the Board after allotment. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

The Directors may 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.

90. At the first Ordinary General Meeting of the Company all the Directors shall retire from office and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 91.

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

92. 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.

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

94. 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.

95. 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.

96. A General Meeting may from time to time increase or reduce the number of Directors, and may also, determine in what rotation such increase or reduced number is to go out of office.

97. If at any meeting at which an election of a Director ought to take place, the place of a retiring Director is not filled up, the retiring Director may continue in office until the first Ordinary General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

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

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

Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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

DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, Agent or Secretary of the Company, or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 98.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

POWERS OF DIRECTORS.

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

104. 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 subject to the provisions of Article No. 122 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

105. 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, artisans, labourers, and other servants, for such period or periods and with such remuneration and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable and without assigning any cause for so doing.

106. 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.

107. 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.

108. 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.

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

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

111. 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, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.

- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, 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 powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

112. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

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

114. 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.

115. 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 thereof shall have a casting vote in addition to his vote as a Director.

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

117. 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.

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

119. 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.

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

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

121. 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 resolution, 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.

AGENTS AND SECRETARIES.

122. The firm of Gordon Frazer and Company, Limited, shall be the first Agents and Secretaries of the Company and unless and until otherwise mutually arranged the Agents and Secretaries shall be entitled to receive by way of remuneration a sum not exceeding Rs. 500 per annum in addition to the customary commissions and charges usually charged by Estate Agents in Colombo.

ACCOUNTS.

123. 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.

124. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or of any of them shall be open to the inspection of the Shareholders, and no Shareholder shall have any right of inspecting any account, or book, or document

of the Company, except as conferred by Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

125. 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.

126. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it had 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 reasons why only a portion of such expenditure is charged against the income of the year.

127. 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.

128. 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.

129. 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.

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

AUDIT.

131. 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 the continuance in office, be eligible as an Auditor.

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

133. 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.

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

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

136. 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.

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

139. 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 provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

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

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

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

143. 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.

144. 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.

145. 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.

146. 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.

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

NOTICES.

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

149. 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.

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

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

152. 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.

153. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149, shall not be entitled to be given any notices.

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

ARBITRATION.

154. Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

156. 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.

157. 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 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 provision 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 aforesaid 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.

F. H. LAYARD.

E. H. F. LAYARD.

A. W. HARRISON.

F. W. TRELOAR.

R. ROBERT HILL.

O. P. MOUNT.

G. T. HALE.

Witness to the above seven signatures at Colombo, this First day of October, 1923 :

W. K. S. HUGHES,

Proctor, Supreme Court, Colombo.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF POONAGALLA VALLEY CEYLON COMPANY, LIMITED.

The name of the Company is "POONAGALLA VALLEY CEYLON COMPANY, LIMITED."

The registered office of the Company is to be established in Colombo.

The objects for which the Company is to be established are—

- (1) To purchase or otherwise acquire the Poonagalla Group of Estates, situate in the Badulla District of the Island of Ceylon, as on and from the first day of January, 1923.
- (2) To purchase, take on lease, or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
- (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company or any part thereof.
- (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others), tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
- (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say, planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, or products, and generally to carry on the business of mining in all its branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire, and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire, and hold all live and dead stock, chattels, and effects required for the maintenance, and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute, to subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures or book debts, or without any security at all.

- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone, or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up), or in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures, or debenture stock, or obligations of any company or person, or partly one and partly any other.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the other "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000) divided into Two hundred thousand (200,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced), of the Company may be subdivided, consolidated, or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. COOMBE, Colombo	One
M. L. HOPKINS, Colombo	One
R. A. SHARROCKS, Colombo	One
L. MATTHEWS, Colombo	One
T. CUMING, Colombo	One
A. N. BRUCE, Colombo	One
F. N. SUDLOW, Colombo	One
Total number of Shares taken	Seven

Witness to the above signatures, at Colombo, this 2nd day of October, 1923:

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

ARTICLES OF ASSOCIATION OF POONAGALLA VALLEY CEYLON COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

5. (a) The first business of the Company shall be to forthwith enter into, with or without modification, an agreement to be made between Poonagalla Valley Ceylon Company, Limited, incorporated under the English Companies Acts (now in liquidation) and Robert Stewart its liquidator of the one part and the Company of the other part, in terms of the draft, a copy whereof has for the purposes of identification been endorsed with the signature of Charles Mackintosh, a Solicitor of the Supreme Court, England, and the Company shall carry the said agreement into effect, with full power, nevertheless, from time to time to agree to any modification of the terms thereof, either before or after the execution thereof. The Company is formed on the basis that the said agreement shall be adopted with or without such modification as aforesaid, and accordingly no objection shall be made to the said agreement, nor shall any promoter or Director be liable to account to the Company for any profit or benefit derived by him under the said agreement by reason of any promoter or Director of the Company being interested in the said agreement, or by reason of the purchase consideration having been fixed without any independent valuation having been made, or of the Board of Directors not being in the circumstances an independent Board ; but every Shareholder of the Company, past or present, shall be deemed to have notice of the provisions of the said agreement, and to have assented to all the terms thereof.

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

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

CAPITAL.

7. *Nominal Capital.*—The nominal capital of the Company is Two million Rupees (Rs. 2,000,000) divided into Two thousand shares of Ten Rupees (Rs. 10) each.

SHARES.

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

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

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

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

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

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

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

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

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

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

INCREASE OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

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

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

CALLS.

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

(b) *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors or by resolution in writing in terms of Article 122.

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

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

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

BORROWING POWERS.

57. *Power to Borrow.*—The Director shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting,

maintaining, improving, or extending buildings, machinery, or plantations or otherwise; also from time to time, at their discretion, to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Two hundred thousand Rupees (Rs. 200,000). The Directors shall with the sanction of a General Meeting be entitled to borrow or raise such further sum or sums and at such rate of interest as such meetings shall determine. The Directors may, for the purpose of securing the re-payment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company, any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures, or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged, as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

Poonagalla Valley Ceylon Company, Limited.

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

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

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

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

DIRECTORS.

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

88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Rupees (Rs. 2 000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Ten thousand Rupees (Rs. 10,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their Office.*—The first Directors shall be William Coombe of Colombo; James Lochore of Colombo; and George Allen Coombe of Rayigam Estate, Padukka, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors; his or their Remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office; and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

91. *Appointment of Successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent General Meeting. No person, not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other Shareholder intending to propose him has, at least seven clear days before the meeting, left at the office a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder to propose him.

92. If any Director vacates his office under the provisions of Article 103 (f) hereof or by resignation he shall have the right to nominate some person to act in his place as a Director, but the Director so nominated shall retain his office so long only as the vacating Director would have retained the office if no vacancy had occurred.

93. *Board may fill up vacancies.*—Subject to the right of any Director to nominate some person to act in his place under the provisions of Article 92 hereof the Board shall have power at any time and from time to time before the First Ordinary General Meeting to supply any vacancies in their number arising from death, resignation, or otherwise.

94. *Duration of Office of Director appointed to vacancy.*—Subject to the right of any Director to nominate some person to act in his place under the provisions of Article 92 hereof any casual vacancy occurring in the number of Directors subsequent to the First Ordinary General Meeting may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

95. *To retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year, one of the Directors for the time being shall retire from office as provided in Article 96.

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

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

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

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

100. *If Election not made, retiring Directors to continue until next Meeting.*—If at any meeting at which an election of a Director ought to take place, the place of the retiring Director is not filled up, the retiring Director may continue in office until the First Ordinary General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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

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

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

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

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

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

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

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

POWERS OF DIRECTORS.

107. The Directors shall have power to purchase or otherwise acquire the said Poonagalla Group of estates, as on and from the 1st day of January, 1923.

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

131. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

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

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

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

157. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration, pursuant to and so as with regard to the mode and consequence of the reference, and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889, and "The Arbitration Ordinance, 1886," or any then subsisting statutory modification thereof.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

161. *Payment in Specie, and vesting in Trustees' Right of Contributory to Dissent, &c.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Shareholders 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 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, 1886, 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 aforesaid 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 hereunto set and subscribed their names at Colombo, this 2nd day of October, 1923.

W. COOMBE.
M. L. HOPKINS.
R. A. SHARROCKS.
L. MATHEWS.
T. CUMING.
A. N. BRUCE.
F. N. SUDLOW.

Witness to the above signatures :

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

Auction Sale under Mortgage Decree.

D. C. Colombo, No. 6,057.

UNDER and by virtue of the commission issued to me in the above case entered in favour of John Simon Gunaratne against Poduwage Samuel de Silva for the recovery of the amount entered of record, I shall sell the following property by public auction on Friday, November 23, 1923, at the spot, at 5 P.M.:—All those two allotments of land adjoining each other, and now forming one property marked lot B and E in plan, together with the buildings and plantations standing thereon, presently bearing assessment No. 12, situated at College street, Kotahena, within the Municipality of Colombo, Western Province; containing an extent 28 50/100 perches.

Further particulars from R. Mahadava, Esq., Proctor, Hulftsdorp.

22, Baillie street.
Phone 576.

L. A. WICKREMESINGHE,
Auctioneer.

Auction Sale under Mortgage Decree in D. C., 51,675,

Colombo.

States.

WE are instructed to sell by public auction at 12 noon on Saturday, November 24, 1923, at our rooms, 12,225 ordinary shares of £1 each, fully paid from 37,776 to 50,000, certificate No. 5 of the Negombo (Ceylon) Coconut Estates, Ltd.

4, Baillie street, Fort.
Phone 289.

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

Telegrams: "Lions" Colombo.

Auction Sale under Mortgage Decree.

Property at Kirillapone.

UNDER commission issued to me in case No. 4,879: D. C. Colombo, for the recovery of the amount therein stated, I shall sell by public auction at the spot at 5 P.M. on Monday, November 26, 1923:—All those undivided shares or parts of all that allotment of land bearing No. 493E in registered plan No. 4, situated at Kirillapone, in Palle pattu of Salpiti korale, in the District of Colombo; containing in extent 1 rood and 30 perches, together with the entirety of the new house now standing thereon. Further particulars from T. H. Jansz, Esq., Proctor and Notary, Colombo.

84, Bristol building,
October 31, 1923.
Phone 1,627.

C. E. KARUNARATNA,
Auctioneer.

Telegrams: Ratna, Colombo.

Auction Sale under Mortgage Decree in D. C., Colombo,

No. 5,428.

House Property at Church Street, Slave Island.

BY virtue of a commission issued to us, we shall sell the following property on Friday, November 23, 1923, at 5 P.M. at the spot:—

The two contiguous allotments of land, with the building 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 further particulars see Government Gazette of November 2, 1923.

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

Phone 733.

JENSEN & CO.,
Auctioneers and Brokers.

Auction Sale.

Three House Properties situated in Kanatta Road, Borella.

UNDER instructions from the administrator and executor of the estate of the late Mr. W. D. Rodrigo, and with the leave of court in testamentary No. 7,202, D.C., Colombo, we shall offer for sale by public auction on Thursday, November 22, at 5 P.M., at the spot, all those three blocks of land with the buildings standing thereon

marked A, B, C, in plan No. 1,385 dated September 13, 1923, and made by A. R. Savundaranayagam, Licensed Surveyor and Leveller, bearing assessment No. 371/17, situated in Kanatta in Wellawatta Ward.

For deed, &c., apply to us—

Phone 733.

JENSON & CO.,
Auctioneer and Brokers.

Auction Sale under Mortgage Decree.

Valuable Property in Third Cross Street, Pettah.

No. 7,975. In the District Court of Colombo.

UNDER and by virtue of the decree entered in the above case, I shall sell by public auction at the spot on Saturday, December 1, 1923, at 4.30 P.M., the following property bound and executable for the amount of Rs. 8,136, together with interest on the sum of Rs. 8,000 at 9 per cent. per annum from March 12, 1923, to May 14, 1923, and thereafter on the aggregate amount of the decree at 9 per cent. per annum, till payment in full, and cost of suit, less Rs. 1,320:—All that house and ground bearing assessment No. 41, situated at 3rd Cross street, Pettah, within the Municipality of Colombo, in the District Court of Colombo, Western Province, and bounded on the north by the property of Marikar Hadjar, on the east by the 3rd Cross street, on the south by the property of John Clovis de Silva, and on the west by the property of Magiris Fernando, containing in extent 7 perches and 52/100 of a perch, and all the right, title, interest, and claim whatsoever of the 1st defendant in, to, upon, or out of the said several premises mortgaged by the defendant.

For further particulars, please apply to Messrs. Wilson & Kadingamer, Proctors and Notaries, or to the undersigned—

October 29, 1923.

H. O. BEVEN,
Licensed Auctioneer.

Auction Sale under Primary Mortgage Decree,
No. 10,080, D. C., Colombo.

Fine Building Block—Two Minutes' Walk from
Lunawa Railway Station; Quiet, Healthy Spot,
Facing Sea.

LAND called Madangahawatta *alias* Mahapolawatta, situated at Uyana in Moratuwa, in the District of Colombo, Western Province; bounded on the north by the land of B. Theresa Mendis and others, on the east by the land of M. Johannes Cooray, on the south by the lands of L. Pedru Silva and William Dias, and on the west by the land of K. J. M. Fernando; containing in extent 1 rood and 29 perches.

(Property of Theodora Costa of Pickering's road, Kotahena).

On Monday, November 26, 1923, at office No. 121, Hulftsdorp street, Colombo, at 2 P.M.

Full particulars from—

Belmont street, Hulftsdorp. A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale.

Valuable Rubber Properties in Alutgama in Kalutara District.

UNDER primary mortgage decree in case No. 5,566 D. C., Colombo, I shall sell by public auction on Monday, November 26, 1923, commencing at 1st land at 1.30 P.M., 2nd at 2 P.M., 3rd at 2.30 P.M., 4th at 3 P.M., 5th at 3.30 P.M., 6th at 4 P.M., 7th at 4.30 P.M., 8th at 5 P.M. the respective spots, the following properties, to wit:—

(1) An allotment of land called Galkadagodakanda in Horawala village Iddagoda pattuwa, Pasdun korale west, in the District of Kalutara, Western Province; in extent 1 acre and 38 perches.

(2) All that allotment of land called Gikiyanadeniyagodella in Liniyawa village, Maha pattuwa south, Pasdun korale east, in Kalutara District aforesaid; in extent 1 acre 1 rood and 37 perches.

(3) An allotment of land called Batagodayalanda in Atale village, Maha pattuwa south aforesaid; in extent 1 acre.

(4) An allotment of land called Kosinulgodella in Ratnale village, Maha pattuwa south aforesaid; in extent 1 acre 1 rood and 37 perches.

(5) An allotment of land called Gulanelanda in Yakupitiya village, Maha pattu north, Pasdun korale east aforesaid; in extent 3 acres 3 roods and 28 perches.

(6) An allotment of land called Mananalanda in Horawala village aforesaid; in extent 3 acres 1 rood and 14 perches.

(7) An allotment of land called Yakkorehena in Deyapattugama village, Maha pattu south, Pasdun korale east aforesaid; in extent 1 acre and 6 perches.

(8) An allotment of land called Indurekumbura Pattakattiyahena in Kalukandawa village, Mahapattuwa south, Pasdun korale east aforesaid; in extent 1 acre and 11 perches.

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

A. V. PERERA,

115, Hulftsdorp, Colombo. Auctioneer and Broker.

Auction Sale.

In the District Court of Kalutara.

Ninabaduge Charles Fernando of Beruwala..... Plaintiff.

No. 10,734.

Vs.

Pinaduwege John Silva of Alutgama..... Defendant.

UNDER and by virtue of the decree entered in the above case and by virtue of the order to sell issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree on Saturday, November 17, 1923, commencing at 3 P.M. :—

1. All those two contiguous allotments of land called Mawatabodawatta described as lots 1 and 2 in plan No. 4,319, and filed of record in partition case No. 3,279, D. C., Kalutara, situated at Alutgama; in extent 10.65 perches.

2. Undivided 1/16 share of the soil and trees (exclusive of the planter's share) and whole of tiled house standing thereon of the land called Mawatabodawatta, situated at Alutgama; in extent about 2 roods.

3. Undivided 1/32 + 1/48 shares of the soil and trees (exclusive of the planter's share) of the land called Pelawatta, situated at Alutgama; in extent about 1 acre.

4. All that allotment of land called Mawatabodawatta described as lot No. 17 in the said plan No. 4,319, situated at Alutgama; in extent 3.56 perches.

For further particulars please apply to me or A. D. de Fonseka, Esq., Proctor, Kalutara.

B. A. PERERA,

Kalutara, October 29, 1923. Auctioneer.

Auction Sale.

In the District Court of Kalutara.

Harris Oswald Scharanguivel of Kalutara Plaintiff.

No. 10,343.

Vs.

(1) Arumadura Jeramias Silva of Kalamulla and (2) Angela M. de Silva of Kalamulla Defendants.

UNDER and by virtue of decree entered in the above case and the commission issued to me, I shall sell by public auction at the spot on Saturday, November 24, 1923, at 2 P.M., the following premises declared especially bound and executable for the recovery of the sum of Rs. 4,228, further interest, &c., costs Rs. 160. Less Rs. 3,650, viz. :—

On Saturday, November 24, 1923, at 2.30 P.M.

1. All that defined one half share portion of the land called Mawakebodawatta alias Wadiawatta, being lot D of the same with the plantation standing thereon, situated at Kalamulla; and bounded on the north by lot C of the same land, east by the canal, south by Kiriambawatta, and on the west by the high road; containing in extent 3 roods and 3 perches.

On Saturday, November 24, 1923, at 3 P.M.

2. All that portion of lot No. 1 of plan No. 1,768, dated January 15, 1919, made by Mr. James O. Orr, Licensed Surveyor, and filed of record in partition case No. 7,878, D. C., Kalutara, of the land called Kajugahawatta, situate at Nagoda; and bounded on the north and north-east by title plan No. 45,528 and a portion of the same land, east by

a portion of the same land, south by Crown land, and on the west by lot 2 of the same land, containing in extent 4 acres and 14 perches.

For further particulars please apply to W. D. Martin, Esq., Proctor, Supreme Court, and Notary Public, or to me, the auctioneer—

E. P. PERERA,

Kalutara, October 29, 1923.

Auctioneer.

Auction Sale.

UNDER instructions from the administratrix in testamentary case No. 1,485, D. C., Kalutara, and with the authority of court in the said case, I shall sell by public auction at 10.30 A.M. the 1st and 16th, and the other lands will be sold by public auction at 2 P.M. on November 3, 1923, at the land called Kajugahakumbura at Bondupitiya :—

Schedule of Property.

1/3 share of Lindamulagewatta at Alutgama.
1/32 share of Ladduwawatta at Ladduwa.
1/32 Weraluketiyawatta at Ladduwa.
1/32 Casiwatta at Ladduwa.
1/32 Karadiyaowita at Ladduwa.
1/32 Weralugahaowitakattiya at Ladduwa.
1/32 Kuruwemullaowita at Ladduwa.
1/32 Pashaulowita at Ladduwa.
1/32 of Totaowita at Ladduwa.
1/32 of Indigahaowita at Ladduwa.
1/32 Kandanaowita at Ladduwa.
1/32 of Dewaowita at Ladduwa.
1/3 of Kajugahakumbura at Bondupitiya.
6/24 share of Wavulantuduwaowita at Bondupitiya.
1/3 of Kajugahaowita alias Wavulantuduwaowita at Bondupitiya.

1/3 planter's share of Santakurusaywatta at Bondupitiya.
2/18 of Wavulantuduwaowita at Kotapitiya.
2 1/2 24 share of Wavulantuduwaowita at Kotapitiya.

For further particulars apply to Messrs. Ebert & Kannagara, Proctors and Notaries, of Kalutara, or to the undersigned auctioneer—

C. JAYAWARDENE,

October 30, 1923.

Auctioneer.

Auction Sale.

A Valuable Property at Wewaka, Panadura.

UNDER and by virtue of the Decree entered in case No. 11,022, D. C., Kalutara, and the order to sell issued to me, I shall put up for sale by public auction on Monday, November 12, 1923, at 4 P.M., at the spot :—

Undivided 1/2 share of the soil and of all the trees and plantations and of the buildings standing thereon of the land called Godaporagahawatta, situated at Wewaka, in the Talpitibadde of the Panadura townships in the Kalutara District of the Western Province, and containing in extent about 2 acres.

For further particulars please apply to G. S. Perera, Esq., Proctor and Notary, Panadura, or to me—

H. THOMAS FERNANDO,

Panadura, October 25, 1923. Auctioneer and Broker.

Auction Sale.

Two Blocks of Land at Palliyapitiya in Dugagaha Pattu of the Alutkuru Korale.

In the District Court of Negombo.

Muna Vena Nawanna Vengadasan Chetty of Negombo..... Plaintiff.

No. 16,089.

Vs.

(1) Suduhakurudewage Linnis Fernando of Raliyapitiya, (2) Thanippulige Padda Fernando of Sayak-karamulla Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 500, with interest thereon at 9 per cent. per annum from May 22, 1923, till payment in full, and costs of suit, I shall sell by public auction at the respective spots on Saturday, November 24, 1923, commencing at 11 A.M., the under-mentioned properties mortgaged by bonds No. 31,531

dated May 4, 1918, and attested by N. J. C. Wijesekera, Notary Public, and No. 552 dated March 27, 1919, and attested by S. K. Wijeyaratnam, Notary Public, to wit:—

1. An undivided $\frac{1}{2}$ share of the land called Dummala-denigodella, situate at Palliyapitiya in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; bounded on the north by lands of Jayasin-paradewage Baba and others, east by the land of Karanisa, south by the land of Agous de Silva, Officer, and west by the land of Dangalladewage Bastia; containing in extent about 2 acres, with the cadjan-thatched house standing thereon.

2. The undivided $\frac{2}{16}$ shares of the land called Munalmalahawatta, situate at Palliyapitiya aforesaid; and bounded on the north by Dematagahakumbura of Baba and others, east by the land and ditch of Baba, south by $\frac{1}{16}$ share of this entire land where Baba resides, and west by Dawatagahawatta of Baba and others; containing in extent about 4 acres, with the buildings standing thereon.

Further particulars from Messrs. de Croos & Fernando, Proctors and Notaries, Negombo, or—

Negombo, October 29, 1923.

C. M. LEITAN,
Auctioneer.

Auction Sale.

In the District Court of Negombo.

Theodore Koertsz Carron of Colombo Plaintiff.
No. 15,478 Vs.

(1) Mutugalpediti Muna and surety (2) Horatalpodi-ge Sardia, Police Headman, both of Akaragama in Dunagaha pattuwa Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 2,437.50, with interest on Rs. 1,500 at 25 per cent. per annum from May 31, 1922, to March 9, 1923, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and cost of suit, we shall sell by public auction at the spot at 10 A.M. on Saturday, November 24, 1923, at the risk of the previous purchaser, the under-mentioned property mortgaged by mortgage bond No. 33,540 dated May 30, 1919, attested by N. J. C. Wijesekera, Notary Public, as primary mortgage, to wit:—

The land Paragahawatta, situate at Akaragama in Dunagaha pattuwa of the Alutkuru korale, in the District of Negombo; and bounded on the north by the garden of M. Hawadia and others; east by the garden of Tikiri and others; south by the garden of M. Dingiri and others, and west by the garden purchased by M. Hawadia and his land and the land of M. Santiago Fernando; containing in extent 6 acres and 17 perches, and the plantations and buildings standing thereon.

For further particulars apply to Tudor Ranasingha, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or to us—

K. L. PEREIRA & SON,

Negombo, October 30, 1923.

Auctioneers.

Auction Sale under Mortgage Decree.

In the District Court of Negombo.

Rawenna Mana Ung Lansanancharam Chetty, by his attorney Muna Pava Muttuwairi Pillai of Negombo Plaintiff.

No. 16,152.

All no Hathwayk of Kandawala in Dunagaha pattu of the Alutkuru korale Defendant.

UNDER decree in the above case and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 4,199, with further interest and costs, I shall sell by public auction at the respective spots on Saturday, November 24, 1923, the under-mentioned properties mortgaged by bonds No. 29,688 dated March 10, 1917, attested by N. J. C. Wijesekera, Notary Public, and No. 1,364 dated August 24, 1921, attested by S. K. Wijeratnam, Notary Public, to wit:—

Commencing at 10 A.M.

1. The northern $\frac{1}{2}$ share of the land called Medakele (of 10 acres, 1 rood and 4 perches), situated at Kandawala in Dunagaha pattu of the Alutkuru korale, in the District of

Negombo, Western Province; containing in extent about 3 acres 1 rood and 28 perches, with the buildings standing thereon.

2. The land called Millagahawatta *alias* Medakelewatta, situated at Kandawala aforesaid; containing in extent about 6 acres, of all the plantations and soil of an undivided extent of 5 acres of this land, the undivided $\frac{2}{10}$ shares and the tiled house standing thereon.

3. The land called Millagahawatta, situated at Kandawala aforesaid; containing in extent about $\frac{1}{2}$ an acre of the soil and the plantations of this land, the undivided $\frac{53}{70}$ shares and the cadjan-thatched house on the north of the said entire land.

Commencing at 3.30 P.M.

4. All that portion marked ic in lot marked I of the land called Kahatagahakele, situated at Keenagaswela in Munneswaram pattu of the Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent 10 acres 3 roods and 33 perches, with the buildings standing thereon.

The 1st, 2nd, and 3rd mentioned lands as primary and secondary mortgages, and the 4th mentioned land as primary mortgage.

For further particulars apply to Tudor Ranasingha, Proctor, Supreme Court, and Notary Public, Negombo, or to—

K. H. PERERA,

Negombo, October 29, 1923. Auctioneer and Broker.

Auction Sale.

UNDER decree entered in case No. 16,015, D. C., Negombo, in favour of the plaintiff N. K. N. T. Natchiappa Chetty, by his attorney M. U. L. Sellaiyah Pulle of Negombo, against the defendants (1) Warnakulasuriya John James Fernando and wife (2) Warnakulasuriya Peter Magdalena *alias* Maglin Fernando, both of Chilaw, presently of Palangetura, and by virtue of the order issued to us for the recovery of the sum of Rs. 1,450, with interest on Rs. 1,000 at 18 per cent. per annum from April 2, 1923, to August 3, 1923, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs, we shall sell the under-mentioned properties mortgaged as a primary mortgage by bond No. 4,379 dated September 2, 1919, and attested by M. B. W. Jayasekera, Notary, by public auction at the respective spots on Monday, December 3, 1923, commencing at 3 P.M., to wit:—

(1) The land called Kadurugahakanatta, situated at Palangetura in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent 2 acres 2 roods and 4 perches, and the land Kadurugahawatupanguwa at Porutota in Dunagaha pattu aforesaid; containing in extent about 3 acres. From these contiguously lying lands, the portion of $\frac{1}{2}$ share belonging to the 2nd defendant, which is in extent about 3 acres, together with the buildings and all the appurtenances thereof.

(2) The land called Hatharenpanguwakebella bearing B divided and separated from the said two contiguously lying lands, situate at Palangetura or Porutota aforesaid; containing in extent 1 acre and 20 perches—from the soil and all the plantations of this land the undivided $\frac{1}{2}$ shares.

(3) The land called Talgahawatta, situate at Palangetura or Porutota aforesaid; in extent 1 rood and 34 perches. This land with the plantations, buildings, and all the appurtenances thereof.

Further particulars from S. K. Wijeratnam, Esq., Proctor, S. C., and Notary, Negombo, or—

M. P. KURERA & Co.,

Negombo, October 30, 1923.

Auctioneers.

Auction Sale.

Valuable Properties at Kovinna and Pallewewa in the District of Negombo.

UNDER decree entered in case No. 15,478, D. C., Negombo, in favour of the plaintiff Theodore Koertsz Carron of Negombo, presently of Thurstan road, Colombo, against the defendant Madurukulasuriya Paliha-wadana Aratchige Don Siyadoris Perera, *ex* Sergeant of Kovinna, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 16,223.33, with interest on

Rs. 15,500 at 16 per cent. per annum from February 26, 1923, to May 29, 1923, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs, we shall sell the under-mentioned properties mortgaged as a primary mortgage by bond No. 16,964 dated November 10, 1919, and attested by T. H. de Silva, Notary, by public auction, at the respective spots, on Tuesday, November 20, 1923, viz. :—

At 3 P.M.

1. All that land in extent 22 acres 1 rood and 25 perches and the buildings standing thereon, comprised of the following contiguous blocks, situated at Kovinna in Dasiya pattu of Alutkuru korale, to wit :—

(1) The western portion of the land formed of 2 contiguous portions of land called Nugagahawatupanguwa, which said western portion is in extent about 1 acre and 3 roods.

(2) The portion of Munamalgahawatta, in extent about 1 acre.

(3) Undivided $\frac{1}{2}$ share of the portion marked B of the land called Munamalgahalanda, which said portion is in extent 1 acre 1 rood and $3\frac{7}{100}$ perches.

(4) The two contiguous portions marked C and D of the land called Munamalgahalanda, in extent 1 acre 1 rood and $3\frac{7}{100}$ perches.

(5) The portion of land called Thiththaparagahalanda of 14 acres 2 roods and 25 perches, which said portion is in extent about 10 acres 2 roods and 25 perches.

(6) The portion of land called Thiththaparagahalanda, which said portion is in extent about 2 roods.

(7) $13\frac{14}{14}$ shares of a portion of Nugagahawatta, in extent about 1 rood, which is now divided.

(8) The land called Palugahalanda, in extent about 4 acres.

(9) The land in extent 1 acre and 36 perches.

(10) The portion of land called Bulugahalanda, in extent about 2 roods.

At 3:30 P.M.

2. All that land in extent about 5 acres and 13 perches and the buildings standing thereon, comprised of the following allotments, to wit :—

(1) An extent of 1 acre 2 roods and 14 perches (now divided) from and out of the portion marked A, in extent 2 acres 1 rood and 14 perches of the land called Bulugahawatta, situate at Kovinna aforesaid, in extent 11 acres 1 rood and 28 perches.

(2) The land called Bulugahawatta and Kahatagahawatta, situate at Kovinna aforesaid and at Pallewewa in Dasiya pattu aforesaid, containing in extent 2 acres and 39 perches.

(3) The portion of the land called Bulugahawattehathenpanguwa, situate at Pallewewa aforesaid, which said portion is in extent about 3 roods.

(4) An extent of 2 roods from and out of the northern portion, in extent 1 acre and 2 roods of the land called Bulugahalanda, situate at Pallewewa aforesaid, in extent 1 acre and 2 roods.

At 4 P.M.

3. The land called Bulugahalanda, situate at Kovinna aforesaid, containing in extent about 3 acres, with the buildings standing thereon.

At 4:30 P.M.

4. The $\frac{1}{2}$ share of the land called Katuwewatta, situate at Kovinna aforesaid, containing in extent 4 acres. The undivided $\frac{1}{2}$ share of the land, together with the buildings standing thereon.

Further particulars from T. Ranasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo.

M. P. KURERA & Co.,

Negombo, October 30, 1923. Auctioneers.

Under Primary Mortgage Decree.

By virtue of the order to sell issued to us from the District Court of Negombo, under decree entered in favour of the plaintiffs (1) Una Lana Wana Wana Sindamani Chetty, by his attorney Sowanana Mana Mutualagu Pulle of

Negombo, (2) Suna Pana Suwanna Karuppen Chetty, (3) Awanna Veena Kana Nana Sellappa Chetty, by his attorney Sena Kana Nana Somasunderam Chetty, (4) Kawanna Suna Pana Suna Kadiresan Chetty, (5) Una Lana Wana Wana Walliappa Chetty of Kalayarmangalam in India, and (6) Suna Pana Suwanna Suppramanium Chetty of Kandaramanikkam in India, against the defendants (1) Sembukutti-arachchige Paul Silva Goonewardane and (2) Sembukutti-arachchige Thomas Silva Goonewardane, both of Andiam-balama, in case No. 15,550, for the recovery of the sum of Rs. 136,250, with interest thereon at 9 per cent. per annum from August 23, 1923, till payment in full, and costs of suit, we shall sell the under-mentioned properties, together with all the buildings and plantations thereon and all the fixtures, furniture, tools, implements, cattle, and other the dead and live stock, crops, and appurtenances whatsoever thereto belonging mortgaged as a primary mortgage by bond No. 3,228 dated September 22, 1920, and attested by D. L. E. Amarasinghe, Notary, by public auction at our office at Main street, Negombo, on Tuesday, December 4, 1923, to wit :—

At 3 P.M.

1. All that estate called and known as Polpathwala estate, comprised of the several premises herein-below mentioned, and also situated as regards each other that they could be included in one survey and have been so included in plan compiled in March, 1920, made by Mr. Peter de Almeida, Surveyor, in the villages Polpathwala, Murutenga, Wakkunuwela, Deekrikiewa, and ~~Wakkunuwela~~ in Mayurawati korale of Dambadeni hatpattu and ~~Wakkunuwela~~ in Yatigaha korale of Katugampola hatpattu, to wit :—

(1) The undivided $\frac{2}{3}$ shares of an allotment of land called Polpathwalawatta and Ketakelagahamulawatta, situate at Polpathwala aforesaid, in extent 181 acres 3 roods and 27 perches, and marked lot No. 1 in the aforesaid plan.

(2) The undivided $\frac{2}{3}$ shares of all that allotment of land called Wakumburepillewa and Wagollehena, situate at Polpathwala aforesaid, in extent 9 acres 2 roods and 21 perches, and marked lots 31 and 32 in the aforesaid plan.

(3) The undivided $\frac{2}{3}$ shares of all that allotment of land called Polpathwalawatta, situate at Polpathwala aforesaid, in extent 1 acre 2 roods and 24 perches, and marked lot 27 in the aforesaid plan.

(4) The undivided $\frac{2}{3}$ shares of all that allotment of land called Polpathwalawatta, situate at Polpathwala aforesaid, in extent 1 rood and 30 perches, and marked lot 24 in the aforesaid plan.

(5) The undivided $\frac{2}{3}$ shares of all that allotment of land called Polpathwalawatta, situate at Polpathwala aforesaid, in extent 1 rood and 30 perches, and marked lot No. 19 in the aforesaid plan. The above-described several allotments of land form part of the land registered under C 168/226 and C305/181, as follows : The high land situate at Polpathwala aforesaid, in extent 6 amunams of kurakkan sowing ground.

(6) The undivided $\frac{2}{3}$ shares of all that tank called Lindakotuwewewa, situate at Polpathwala aforesaid, in extent 2 acres 1 rood and 26 perches, and marked lot 25 in the aforesaid plan.

(7) The undivided $\frac{2}{3}$ shares of the tank called Palliyapitiyawewa, situate at Polpathwala aforesaid, in extent 2 acres 2 roods and 20 perches, and marked lot 22 in the aforesaid plan.

(8) The undivided $\frac{2}{3}$ shares of the field called Alugollepitiyekumbura ~~alias~~ Alubogakumbura, situate at Polpathwala aforesaid, in extent about 5 lahas of paddy sowing ground.

(9) The undivided $\frac{2}{3}$ shares of the field Veleketeyurakumbura and Muththetuwekumbura adjoining each other and forming one field, situate at Polpathwala aforesaid, in extent 1 amunam of paddy sowing ground.

(10) The undivided $\frac{2}{3}$ shares of the field called Pooja Siyambalawekumbura and the adjoining fields Ihaladewalekumbura and Pahaladewalekumbura forming one field, situate at Polpathwala aforesaid, in extent about 3 amunams and 3 pelas of paddy sowing ground.

(11) The undivided $\frac{2}{3}$ shares of the field called Palliyapitiyekumbura and Welewaragekumbura forming one field, situate at Polpathwala aforesaid, in extent about 1 amunam of paddy sowing ground.

(12) The undivided $\frac{2}{3}$ shares of the field called Wekumbura, situate at Polpathwala aforesaid, in extent about 6 parras of paddy sowing ground.

(13) The undivided $\frac{1}{2}$ shares of the field called Pahalamunarapitiyekumbura, situate at Polpathwala aforesaid, in extent about 3 parras of paddy sowing ground.

(14) The undivided $\frac{1}{2}$ shares of the field called Ihalamunarapitiyekumbura and the Aswedduma adjoining thereto, situate at Polpathwala aforesaid, in extent about 2 pelas and 5 lahas of paddy sowing ground.

(15) The undivided $\frac{1}{2}$ shares of the field called Hawanewela, situate at Polpathwala aforesaid, in extent about 1 parrah of paddy sowing ground.

(16) The undivided $\frac{1}{2}$ shares of the field called Mallahadalupothakumbura, situate at Polpathwala aforesaid, in extent about 5 lahas of paddy sowing ground.

(17) The undivided $\frac{1}{2}$ shares of the field called Ranwellegakumbura, situate at Polpathwala aforesaid, in extent about 5 lahas of paddy sowing ground.

(18) The undivided $\frac{1}{2}$ shares of the field called Panathkumbura, situate at Polpathwala aforesaid, in extent about 1 amunam of paddy sowing.

(19) The undivided $\frac{1}{2}$ shares of the land called Siyambalagahumulawatta, situate at Polpathwala aforesaid, in extent about 2 lahas of kurakkan sowing ground.

(20) The undivided $\frac{1}{2}$ shares of the field called Pahalahewanewela, situate at Polpathwala aforesaid, in extent about 5 lahas of kurakkan sowing ground.

(21) The undivided $\frac{1}{2}$ shares of the field called Ihaladegodawela and Pahaladegodawela forming one block, situate at Polpathwala aforesaid, in extent 1 amunam and 1 pela of paddy sowing ground. Which several fields and the portions of high land above described under headings 8 to 21, both inclusive, have been surveyed and are depicted in the aforesaid plan as follows: Lot 4, in extent 2 acres 1 rood and 10 perches; lot 22, in extent 22 acres 3 roods and 36 perches; lot 28, in extent 2 acres 1 rood and 32 perches; lot 29, in extent 3 acres 1 rood and 28 perches; lot 33, in extent 3 acres 3 roods and 4 perches; and lot 34, in extent 14 acres 1 rood and 37 perches.

(22) All that allotment of land called Bogahumulahena, situate at Murutenga aforesaid, in extent 11 acres 2 roods and 6 perches, and marked lot 5 in the aforesaid plan.

(23) All that allotment of land called Tawallahena, situate at Murutenga aforesaid, in extent 2 acres and 2 perches, and marked lot 6 in the aforesaid plan.

(24) All that allotment of land called Kolongahumulawatta, situate at Hanasgolla aforesaid, in extent 1 acre and 14 perches, and marked lot 3 in the aforesaid plan.

(25) All that allotment of land called Tibbotuhena, situate at Wakkunuwela aforesaid, in extent 6 acres 3 roods and 23 perches, and marked lot 40 in the aforesaid plan.

(26) All that allotment of land called Tibbotuhena, situate at Wakkunuwela aforesaid, in extent 1 acre and 24 perches, and marked lot 39 in the aforesaid plan.

(27) All that allotment of land called Elagorakagahumulawatta, situate at Polpathwala aforesaid, in extent 3 acres and 3 roods, and marked lot 11 in the aforesaid plan.

(28) All that allotment of land called Tawalhena, situate at Murutenga aforesaid, in extent 1 acre 2 roods and 16 perches, and marked lot 7 in the aforesaid plan.

(29) All that allotment of land called Polpathwalawatta, situate at Deekirikewa aforesaid, in extent 3 roods and 32 perches, and marked lot 10 in the aforesaid plan.

(30) All that allotment of land called Polpathwalawatta, situate at Wakkunuwela aforesaid, in extent 2 acres and 18 perches, and marked lot 2 in the aforesaid plan.

(31) All that allotment of land called Polpathwalawatta, situate at Wakkunuwela aforesaid, in extent 1 rood and 1 perch, and marked lot 26 in the aforesaid plan.

(32) All that undivided portion of the allotment of land called Madawatthena, situate at Murutenga aforesaid, in extent 1 acre and 39 5 perches, and marked lot 9 in the aforesaid plan.

(33) All that allotment of land called Polpathwalawatta, also known as Mawatahena, situate at Polpathwala aforesaid, in extent 5 acres 1 rood and 22 perches, and marked lot 23 in the aforesaid plan.

(34) All that portion of land called Pillanduwagehena, situate at Deekirikewa aforesaid, in extent 3 roods and 30 perches, and marked lot 17 in the aforesaid plan.

(35) All that allotment of land called Tibbotuhena, situate at Wakkunuwela aforesaid, in extent 2 roods and 2 perches, and marked lot 36 in the aforesaid plan.

(36) All that allotment of land called Mahawatta, situate at Murutenga aforesaid, in extent 1 acre 1 rood and 37 perches, and marked lot 8 in the aforesaid plan.

(37) All that land called Ehalagahumulawatta, being lot 7 in B. S. P. P. 211, situate at Polpathwala aforesaid, in extent 2 acres and 27 perches, and marked lot 12 in the aforesaid plan.

(38) All that land called Galagodawatta, situate at Deekirikewa aforesaid, in extent 4 acres 3 roods and 32 perches, and marked lot 13 in the aforesaid plan.

(39) All that land called Galagodawatta, situate at Deekirikewa aforesaid, in extent 2 roods and 10 perches, and marked lot 15 in the aforesaid plan.

(40) All that portion depicted as lot 14 in the aforesaid plan, situated at Deekirikewa aforesaid, in extent 3 roods and 24 perches.

(41) All that allotment of land called Pilla-anduwatta, situate at Deekirikewa aforesaid, in extent 5 acres 3 roods and 10 perches, and marked lot 16 in the aforesaid plan.

(42) An allotment of land called Wagollehena, situate at Polpathwala aforesaid, in extent (exclusive of the footpath passing through the land) 6 acres and 2 roods, and marked lot 30 in the aforesaid plan.

(43) All that land called Pinhena, situate at Polpathwala aforesaid, in extent 2 acres 3 roods and 10 perches, and marked lot 18 in the aforesaid plan, according to which it is containing in extent 4 acres 2 roods and 8 perches.

(44) All that divided portion of the field called Paththini-kotuwa, situate at Etampola aforesaid, marked lot 37 in the aforesaid plan, in extent 5 acres 2 roods and 8 perches, and is held and possessed by the defendants for and in lieu of the undivided $\frac{1}{2}$ share of the field called Paththini-kotuwa, situate at Etampola aforesaid, in extent about 3 amunams of paddy sowing ground.

(45) The undivided $\frac{1}{2}$ share of the field called Kahata-gahawela, situate at Polpathwala aforesaid, in extent 3 acres and 10 perches according to the aforesaid plan, and 5 pelas of paddy sowing according to deed No. 7,684 dated April 17, 1920, attested by V. P. Dharmaratne, Notary Public.

(46) The undivided $\frac{1}{2}$ share of the field called Walakatanania, situated at Polpathwala aforesaid, in extent 3 pelas of paddy sowing ground.

On the same day at 4 P.M.

2. All that and those the estate, plantation, and premises called and known as Ravita estate, situated in the village Rawita, in Katugampola hatpattu of the Pitigal korale, comprised of the following allotments which adjoin each other and now form one property; and which from their situation as respects one another, can be included in one figure of survey, and have been so included in plan No. 80 dated January 13, 1920, made by Mr. J. C. Fernando, Surveyor, to wit:—

(1) All that allotment of land called Rawitakele *alias* Rawitawewa *alias* Edahoragahumulawatta, situate at Rawita aforesaid, containing according to the title plan thereof 21 acres and 1 rood, and depicted as lot C in the aforesaid plan No. 80, and containing according to that plan 22 acres 2 roods and 22 perches.

(2) All that divided portion marked lot F in plan No. 80 aforesaid, in extent 13 acres 1 rood and 20 perches, which said portion is held and possessed for and in lieu of the part or share of all that allotment of land called Rawitakele, situate at Rawita aforesaid, in extent 44 acres and 1 rood according to title plan thereof No. 217,658 dated October 7, 1904.

(3) All that allotment of land called Maradanyaya or Ambalankumburukele, situate at Rawita aforesaid, in extent 47 acres and 18 perches according to the title plan thereof No. 238,323 dated October 15, 1906, and depicted

as lot B in plan No. 80 aforesaid, and containing according to the said plan 47 acres 3 roods and 37 perches.

(4) All that allotment of land called Marandayaya *alias* Ambalankumburukele, situate at Rawita aforesaid, in extent 11 acres and 2 roods according to the title plan thereof No. 238,321, dated October 15, 1906, and marked lot A in plan No. 80 aforesaid, and containing according to the said plan 11 acres 2 roods and 7 perches.

(5) All that allotment of land called Marandahena, situate at Rawita aforesaid, in extent 2 acres 3 roods and 35 perches according to the title plan thereof No. 266,108 dated November 2, 1909, and marked lot D1 in plan No. 80 aforesaid, and containing according to the said plan 2 acres 3 roods and 37 perches.

(6) All that allotment of land called Marandahena, situate at Rawita aforesaid, in extent 3 acres 2 roods and 10 5 perches according to the title plan thereof No. 266,063 dated October 29, 1909, and marked lot D2 in plan No. 80 aforesaid, and containing according to the said plan 3 acres 2 roods and 18 perches.

(7) All that allotment of land called Marandahena, situate at Rawita aforesaid, in extent 3 acres 3 roods and 22 perches according to the title plan thereof No. 266,117 dated November 2, 1909, and marked lot D3 in plan No. 80 aforesaid, and in extent according to the said plan 4 acres and 2 perches.

(8) All that allotment of land called Marandahena, situate at Rawita aforesaid, in extent 7 acres and 4 perches according to the title plan thereof No. 266,118 dated November 2, 1909, and marked lot D4 in plan No. 80 aforesaid, and in extent according to the said plan 7 acres and 5 perches.

(9) All that allotment of land called Marandahena, situate at Rawita aforesaid, in extent 10 acres 1 rood and 25 perches according to the title plan thereof No. 266,119 dated November 2, 1909, and marked lot D5 in plan No. 80 aforesaid, and in extent according to the said plan 10 acres and 38 perches.

(10) All that allotment of land called Talgahahena, situate at Rawita aforesaid, in extent 2 acres 1 rood and 7 perches according to the title plan thereof No. 266,413 dated November 24, 1909, and marked lot D6 in plan No. 80 aforesaid, and in extent according to the said plan 2 acres and 27 perches.

(11) All that allotment of land called Kahatagahahena, situate at Rawita aforesaid, in extent 4 acres and 36 perches, according to the title plan thereof No. 266,544 dated November 30, 1909, and marked lot D7 in plan No. 80 aforesaid, in extent according to the said plan 4 acres 1 rood and 36 perches.

(12) All that allotment of land called Maranda-agarekele, situate at Rawita aforesaid, in extent 21 acres 1 rood and 27 perches according to the title plan No. 266,372 dated November 24, 1909, and marked lot D8 in plan No. 80 aforesaid, in extent according to the said plan 21 acres 3 roods and 26 perches.

(13) All that allotment of land called Ambagahahena, situate at Rawita aforesaid, in extent 2 acres 2 roods and 35 perches according to the title plan No. 266,390 attached to Crown grant dated November 24, 1909, and marked lot E in plan No. 80 aforesaid, in extent according to the said plan 2 acres 2 roods and 37 perches.

Further particulars from D. L. E. Amarasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Auctioneers.

Negombo, October 30, 1923.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 20,397, D. C., Galle, in favour of the plaintiff Deminguwaduge Marthenis de Silva of Patuwata in Dodanduwa, against D. W. Simon de Silva of Gonapinuwala, as legal representative of the estate of Deminguwaduge Nonahamy of Patuwata, deceased, and the order to sell issued therein, I shall sell by public auction at the spot on November 24, 1923, at 2.30 P.M., the following property

bound and executable for the recovery of the amount due on the said decree:—

All that undivided 1/30 part of the soil and trees of Wadugewatta *alias* Sillambalagahawatta, situate at Patuwata in Wellaboda pattu of Galle, in extent about 4 acres.

CHAS. M. GOONASEKERA,
Galle, October 26, 1923. Auctioneer.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 20,809, D. C., Galle, in favour of Mr. R. L. Perera, Secretary of the District Court of Galle, administrator of the estate of Demingu Badaturuge Marthin de Silva, late of Galupadda, deceased, against the defendants Philippina Adaman and Meepe Gamage Robert, both of Kaluwella in Galle, and the order to sell issued therein, I shall sell by public auction at the spot on November 26, 1923, at 4 P.M., the following property bound and executable for the recovery of the amount due on the said decree:—

All that defined allotment marked lot B of the land called Dondynburg, with the plantations and buildings marked Municipal No. 150, on the said lot B, situated at Kaluwella within the Four Gravets of Galle, in extent 17 26 perches.

CHAS. M. GOONASEKERA,
Galle, October 26, 1923. Auctioneer.

Auction Sale.

UNDER instructions received from the administrator of the intestate estate of Liyanage Gabriel Perera, late of Weerambuwa, and with reference to the order made in D. C., Kurunegala, Testamentary Case No. 2,167, I shall sell by public auction the following lands on Monday, November 26, 1923, commencing at 10 A.M. in the third land herein below:—

1. An undivided $\frac{1}{4}$ share of Kongahamulawatta of 12 lahas kurakkan.
2. An undivided $\frac{1}{4}$ share of Mastewewawatta of 8 lahas kurakkan sowing, both situate at Weerambuwa in Katugampola korale.
3. An undivided $\frac{1}{4}$ share of Bakmigahamulawatta of about $1\frac{1}{2}$ acre in extent.
4. An undivided $\frac{1}{4}$ share of Mahawela of 3 pelas paddy sowing.
5. An undivided $\frac{1}{4}$ share of Kadurugaha Manulapillewa of 5 seers kurakkan.
6. An undivided $\frac{1}{4}$ share of Pitawala Kanatta of 2 lahas kurakkan.
7. An undivided $\frac{1}{4}$ share of Eraba Adugahamulawatta of 3 lahas kurakkan.
8. An undivided $\frac{1}{4}$ share of Achchiriyakanatta of 4 lahas kurakkan, all situate at Kurudapotha in Katugampola korale.

Further particulars from me

T. B. AMUNUGAMA,
Kurunegala, October 30, 1923. Licensed Auctioneer.

Auction Sale under Partition Decree.

The Premises situate at the Kurunegala Grand Hotel.

In the District Court of Kurunegala.

S. T. K. N. S. R. M. Rajanathan Chetty of Negombo Plaintiff.
No. 9,268.

Peramunugamage John Appuhamy or Ekala, in Ragampattu of Alutkuru korale south Defendant.

BY virtue of the commission issued to me in the above case, I shall sell on Wednesday, December 19, 1923, at 4 P.M., at the spot:—

The land called Paragahakotuwekumbura and Paragahakotuwekumbura of 1 rood and $\frac{33}{100}$ perches in extent, with the buildings thereon, now known as The Kurunegala Grand Hotel, situate at Kandy road, in the town of Kurunegala.

The sale will take place first among the co-owners at the appraised value, and if not purchased by any one of them, that the said premises will immediately thereafter be sold among the public, in terms of Ordinance No. 10 of 1863.

Further particulars from me—

Kurunegala, November 30, 1923. T. B. AMUNUGAMA,
Commissioner.

Auction Sale.

In the District Court of Kurunegala.
Luis Appuhamy, the administrator of the estate of
R. J. K. A. Perera Appuhamy of Asgiriya... Plaintiff.
No. 9,349.

Halwelle Durayalage Ukkuruwa Duraya of Wennoruwa... Defendant.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree on Friday, November 23, 1923, commencing at 2 P.M., at the Dampellessa junction on Narammala-Giriulla road:—

1. The field called Heenissara of 1 pela paddy sowing extent.
2. The field called Pallewela of 1 pela paddy sowing extent.
3. The field called Pallewelapahalakumbura of 15 lahas paddy sowing extent, all situate at Wennoruwa in Dambadeni Udukaha korale east.

Further particulars from me—

Kurunegala, October 30, 1923. T. B. AMUNUGAMA,
Licensed Auctioneer.

Auction Sale.

In the District Court of Kurunegala.
Luis Appuhamy, the administrator of the estate of
R. J. K. A. Perera Appuhamy of Asgiriya... Plaintiff.
No. 9,336. Vs.

Herat Mudiyansele Ukkuru Menika of Mutugala... Defendant.

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

and executable under the said decree on Saturday, November 24, 1923, commencing at 2 P.M. on the first land herein below:—

1. An undivided $\frac{1}{2}$ share of Lindakumburewatta of 5 lahas kurakkan sowing extent.
2. An undivided $\frac{1}{2}$ share of Keenagahakumbura of 1 amunam paddy sowing.
3. An undivided $\frac{1}{2}$ share of Hitinawatta of 5 lahas kurakkan sowing.
4. An undivided $\frac{1}{2}$ share of Mutugalawekekumbura of 1 amunam paddy sowing extent, all situate at Mutugala.

Further particulars from me—

Kurunegala, October 30, 1923. T. B. AMUNUGAMA,
Licensed Auctioneer.

Application for Enrolment as an Advocate.

SIX weeks hence, I, Charles Edwin Augustus Samarakody of No. 33, Barber street, Colombo, shall apply to the Honourable the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled as an Advocate of the said Court.

No. 33, Barber street, C. E. A. SAMARAKODY,
Colombo, November 2, 1923.

Application for Enrolment as a Notary Public.

I, THE undersigned, Noththars Canagsaby, of Batticaloa, Eastern Province, at present of the Gov. Anglo-Vernacular School at Mutwal in Colombo, Western Province, shall apply to the Registrar-General to be enrolled as a Notary Public in terms of section 8 of Ordinance No. 1 of 1907, and to practise as such in the Tamil language at Karrunkodditvoo and throughout Akkarai, Nadukadu, Nindur, Chammanurai, and Panama pattus in the Batticaloa District.

September 23, 1923. N. C. SABARATNASAMY.

Cancellation of Power of Attorney.

I, SUNA PANA ANA WEYNA ANNAMALEY CHETTY of Kurunegala, do hereby give notice that I, under and by virtue of the power of attorney bearing No. 612 of April 11, 1918, attested by Mr. F. N. Daniels of Kurunegala, Notary Public, appointed Suna Pana Ana Weyna Kannappa Chetty of Kurunegala my true and lawful attorney in this Island of Ceylon, and that he, the said Suna Pana Ana Weyna Kannappa Chetty from this day, ceases to be my attorney in this Island.

Kurunegala, October 17, 1923.

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

Local Option regarding Arrack, Toddy, and Foreign Liquor Taverns, and Places licensed for the Sale of Beer and Porter by Retail within the Maradana Ward in the Municipality of Colombo.

IT is hereby notified for public information that the Government Agent, Western Province, in terms of Rule 5 of the Rules in Excise Notification No. 130 of June 16, 1922, has appointed Friday, December 14, 1923, at Campbell park, for the recording of votes for the purpose of ascertaining whether 60 per cent. of the road tax-paying inhabitants of the Maradana Ward are opposed to the existence of the arrack, toddy, and foreign liquor taverns and places licensed for the sale of beer and porter by retail within the said Ward. The ballot will open at 7 A.M. and close at 7 P.M.

2. The lists of voters are available for inspection and for any amendments, if any, in terms of Note (1) to Rule 1 of the Excise Notification referred to above, up to November 23, 1923, after which date no amendments will be made.

3. The counting of the votes will be taken up at the Colombo Kachcheri on December 15, 1923, at 10 A.M.

The Kachcheri, J. G. FRASER,
Colombo, October 30, 1923. Government Agent.

Local Option regarding Foreign Liquor "off" Licenses.

IT is hereby notified for public information that the Government Agent for the Northern Province will record votes on December 5, 1923, from 7 A.M. to 7 P.M., at the following places for the purpose of ascertaining whether 60 per cent. of the road tax-paying inhabitants within the limits of the Jaffna Urban District Council are opposed to the existence of Foreign Liquor "off" licenses within the area:—

Division Officers' Division.	Place.
Moor street and Vannarponnai south-west	Moor street, Boys' Vernacular School
Vannarponnai north-west including Navanturai	Jaffna Hindu College
Vannarponnai north-east and Vannarponnai south-west	do.
Nallur, Chiviateru, Chundikuli, and Columbuturai	Jaffna Kachcheri Sale Bungalow
Karaiur and town Jaffna Kachcheri.	Jaffna Catholic Club
October 25, 1923.	C. RASANAYAGAM, for Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

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

The Municipal Office,
Colombo, October 23, 1923.

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

SCHEDULE.

Date of Sale : Monday, November 19, 1923.

Premises No.	Street.	Quarter and Year.	Time of Sale. A.M.
643A-119	Temple road	1st quarter, 1923	8
76/76-77	Bankshall street	1st and 2nd quarters, 1923	8.10
148-37	Main street	do.	8.30
99-29	St. John's road	1st quarter, 1923	8

Prices of Foodstuffs, &c., in Colombo, on October 31, 1923.

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Paddy, Country	Bushel	2 75	Measure	—
Paddy, Imported	do.	3 0	do.	—
Rice, Country	do.	—	do.	—
Rice, Kara	do.	5 36	do.	0 17
Rice, Kallunda	do.	5 75	do.	0 18
Rice, Sulai	do.	6 0	do.	0 19
Rice, Muttusamba	do.	7 0	do.	0 22
Raw Rice (Rangoon)	do.	6 0	do.	—
Raw Rice (Singapore)	do.	5 50	do.	—
Raw Rice (Batavia)	do.	—	do.	—
Dhall (Tuvarai)	—	—	Seer	0 24
Dhall (Mussouri)	—	—	do.	0 17
Green Peas	—	—	do.	0 16
Ulundu	—	—	do.	0 18
Gram	—	—	do.	0 14
Wheat Flour	—	—	lb.	0 13
American Flour	—	—	do.	0 14
Ghee, Cow	—	—	Bottle	5 0
Ghee, Buffalo	—	—	Seer	2 75
Milk	—	—	Bottle	0 40
Potatoes (Indian)	—	—	lb.	0 10
Potatoes (Bangalore)	—	—	do.	0 9
Onions (Bombay)	—	—	do.	0 9
Onions, Red	—	—	do.	0 8
Bread	—	—	1-lb. loaf	0 18
Tea	—	—	lb.	1 25
Coffee	—	—	do.	0 55
Limes	—	—	Dozen	0 8
Coconuts	—	—	Each	0 10
Sugar, Soft	—	—	lb.	0 28
Sugar, Crepe	—	—	do.	0 21
Sugar, Ceylon	—	—	do.	—
Sugar, Candy	—	—	do.	0 32
Sugar, Brown	—	—	do.	—
Salt	—	—	Measure	0 12

	Per	Wholesale. Rs. c.	Per	Retail. Rs. c.
Salt	—	—	lb.	0 6
Dried Chillies	—	—	do.	0 27
Coriander	—	—	do.	0 18
Pepper	—	—	Measure	0 40
Garlic	—	—	lb.	0 25
Mustard	—	—	Measure	0 40
Turmeric	—	—	lb.	0 52
Fenugreek	—	—	do.	0 24
Cummin	—	—	do.	0 54
Aniseed	—	—	do.	0 40
Tamarind	—	—	do.	0 12
Jaggery	—	—	Bundle	30-36c.
Gingelly	—	—	Seer	0 28
Gingelly Oil	—	—	Bottle	1 25
Coconut Oil	—	—	Measure	0 60
Kerosine Oil, Daylight	—	—	Bottle	—
Kerosine Oil, Elephant Brand	—	—	do.	—
Kerosine Oil, Monkey Brand	—	—	do.	0 19
Bulk Oil, Rising Sun	—	—	do.	—
Matches, Three Stars	—	—	Packet of 12 boxes	0 16
Matches (Japanese)	—	—	do.	0 14
Beef	—	—	lb.	0 35
Mutton	—	—	do.	0 80
Pork	—	—	do.	0 60
Chicken	—	—	Each	50-75c.
Eggs	—	—	do.	0 7
Dry Fish, Nettali (Hal-messan)	—	—	lb.	0 30
Dry Fish (Maldiva)	—	—	do.	0 65

G. H. N. SAUNDERS,
The Municipal Office, Financial Assistant to the Chairman,
Colombo, October 31, 1923. Municipal Council.

ROAD COMMITTEE NOTICES.

Norwood-Upcot 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," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. 202 of August 6, 1923.)

Government moiety	Rs. 1,550.00
Private contributions	Rs. 1,588.75
Total acreage, 6,321—Rate per acre, 25134.	

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
J. M. Robertson & Co.	Lanka and Craig-hill	204	51 27
R. Cotesworth	Stockholm	283	71 13
Do.	Lower Cruden	194	48 76
George Steuart & Co.	Mahagala	290	72 89
Do.	Mahanilu	290	72 89
Harrison & Crosfield	Kincora	245	61 58
R. B. Harvey	Gouravilla	706	177 45
Ceylon Tea Plantations Company	Alton	225	56 55
Do.	Beaconsfield	168	42 23
Scottish Ceylon Tea Co., Agents	Blairavon	177	44 49
George Steuart & Co.	Minna	277	69 62
Mackwood & Co.	Scarborough	276	69 37

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
C. B. Prettijohn	Ormidale	350	87 97
George Steuart & Co.	Anandale	296	74 40
Whittall & Co.	Cleveland	340	85 46
Rosehaugh Tea Co.	Caledonia & Meriacotta	409	102 80
Fairlawn Estates Co.	Suriakanda	221	55 55
Do.	Fairlawn	297	74 65
Do.	Glencoe (Bargany)	208	52 28
Scottish Ceylon Tea Company	Mincing lane	194	48 76
A. J. Austin	Ladbrook	208	52 28
Ceylon Tea Plantations Company	Upcot	232	58 31
George Steuart & Co.	Strathspey	231	58 6
Total			1,588 75

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before November 30, 1923.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, October 22, 1923. Chairman.

Kadugannawa-Gampola Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, November 10, 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 contribution	Rs. 1,000.00
Private contributions	Rs. 5,000.00

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
J. S. de Silva	Bellongalla	390
1st and 2nd sections, 2 miles.		
N. D. J. de Silva	St. Helens	125
Edwin C. de Silva	Nuga Ella	81
1st to 3rd section, 3 miles.		
M. Babbarett	Mercantile	114
Mrs. H. C. de Silva	Sadikka	89
M. B. Panabokka	Medrup	109
1st to 4th section, 4 miles.		
E. H. de Silva	Paranapitiya	22
Mackwoods Ltd. (G. J. F. Winby Percival)		1,061
1st to 6th section, 5½ miles.		
W. Jordan	Alpitikanda	570
R. C. Hawork Price	Gona Adika	1,015
O. B. Wijesekera	Gadadessa	510
James P. Fernando	Frankland	264
7th to 12th section, 5½ miles.		
R. C. Hawork Price	Gona Adika	1,015
8th to 12th section, 5 miles.		
M. S. Seyado Mohammed Marikkar	Leangaha	45
K. Ukku Banda		30
9th to 12th section, 4 miles.		
S. U. Odayar	Maligatenna	30
K. P. S. M. Somasundaram Chetty	Rannawella	88
10th to 12th section, 3 miles.		
M. S. Seyado Mohammed Marikkar	Delwita	30
Do.	Udahena	35
11th to 12th section, 2 miles.		
Noor Mohamado	Demoderawatta	40
S. J. de Saram	Hartfield	143
Heirs of late J. S. Agar	Mt. Temple	208
P. K. Sam de Silva	Sanda Siri	33
12th section, 1 mile.		
J. B. Silva		57

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,
Kandy, October 22, 1923. Chairman.

Galaha-Pupuressa Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1924, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, November 10, 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	Rs. 1,400
Private contributions	Rs. 2,232

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Galaha Ceylon Tea Estates & Agency Co. (W. A. S. Paul)	Vedehetta	902
Gordon Frazer & Co. (Sellembrum)	Erin	336

2nd section, 1 mile.

Galaha Ceylon Tea Estates & Agency Co. (W. A. S. Paul)	Vedehetta	902
Gordon Frazer & Co. (Sellembrum)	Erin	336

3rd section, 1 mile.

Gordon Frazer & Co. (Sellembrum)	Erin	336
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4th section (first half), ½ mile.

Gordon Frazer & Co. (Sellembrum)	Erin	336
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4th section (second half), ½ mile.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,396
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5th section, 1 mile.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,396
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6th section, 1 mile.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,396
Cumberbatch & Co. (H. W. Kay)	New Forest	425

7th section, 1 mile.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,396
Cumberbatch & Co. (H. W. Kay)	New Forest	425
E. D. Padwick (E. A. Clive)	Yarrow Group	478
Lipton, Limited (G. L. H. Doudney)	Pooprassie	1,350

8th section, ½ mile.

Gordon Frazer & Co. (A. P. Sandbach)	Le Vallon	2,396
Cumberbatch & Co. (H. W. Kay)	New Forest	425
E. D. Padwick (E. A. Clive)	Yarrow Group	478
Lipton, Limited (G. L. H. Doudney)	Pooprassie	1,350

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, October 22, 1923. Chairman.

Haputale-Dambatenna Road.

NOTICE is hereby given that in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of the Local Committee for the above road will be held on Monday, November 5, 1923, at Thothulagalla estate bungalow, Haputale, at 4 P.M.

Business.

- (1) To elect a Chairman.
- (2) Mr. Doudney's resolution that the use of motor lorries be allowed on the Haputale-Dambatenna road.
- (3) Any other business.

Thothulagalla estate,
Haputale, October 18, 1923. EDWARD F. TAYLOR,
Chairman.

Dehiowita-Deraniyagala Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the first two miles of the under-mentioned road from October 1, 1922, to September 30, 1923, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

Dehiowita-Deraniyagala Branch Road.

(Estimate No. D 422 of December 5, 1923).

Government moiety	Rs. 1,520·00
Private contributions	Rs. 1,550·40

Total acreage, 9,364—Rate per acre, 16·5570c.

Proprietors or Agents.	Estates.	Cultivated Acreage.	Assessment. Rs. c.
Messrs. P. L. Bønter and H. A. Hayes (Messrs. Carson & Company, Agents)	Ninfield ..	80 ..	13 24
Mr. B. L. Drieberg, Proctor, Avissawella	Bertlands ..	23 ..	3 88
Mr. M. K. Cassiere of Dehiowita	Mass ..	25 ..	4 14
Yatiantota Ceylon Tea Company, Limited (Messrs. Whittall & Company, Agents)	Walpola group ..	995 ..	164 94
Sapumalkanda Rubber Company, Limited (Messrs. Harrisons & Crosfield, Agents)	Sapumalkanda group ..	2,620 ..	433 79
Clunes Estates Company (Messrs. Whittall & Company, Agents)	Clunes ..	558 ..	92 38
Pindenioya Tea and Rubber estates, Limited (Messrs. Henderson & Company, Agents)	Reucastle ..	660 ..	109 27
Messrs. F. H. B. Koch & Rosslyn Koch (Messrs. Rosslyn & Company, Agents)	Deraniyagala group:—		
	Deraniyagala ..	} 365 ..	60 43
	Pandeniya ..		
	Panakura ..		
	Deloluwa ..		
	Panawalakanda ..		
	Lovedale ..		
Rubber Securities, Limited (Messrs. Aitken Spence & Company, Agents)	Maligatenna ..	158½ ..	26 24
Mr. Selwyn's Syndicate (Mr. B. M. Selwyn, resident managers)	Yatapolla ..	300 ..	49 67
Messrs. C. W. Mackie & Company, Limited, Agents	Paladeniya ..	160 ..	26 49
Udapolla Rubber Company of Ceylon, Limited (Messrs. Gordon Fraser & Company, Agents)	Udapolla ..	730 ..	120 86
Messrs. Aitken Spence & Company, Agents	Maliboda group ..	1,177 ..	194 87
The Neuchatel Estates, Limited (Messrs. Aitken Spence & Company, Agents)	Liniyagala ..	890 ..	147 35
Lassahena Rubber Company, Limited (Messrs. Aitken Spence & Company, Limited, Agents)	Lassahena ..	478½ ..	79 22
Mrs. J. S. Wilson	Kippen ..	60 ..	9 93
Udabage Korala and Family	Bopekanda ..	84 ..	13 90
	Total ..	9,364	1,550 40

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before November 30, 1923.

Provincial Road Committee's Office,
Ratnapura, October 22, 1923.

G. F. R. BROWNING,
Chairman.

NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE," No. 11 OF 1920.

Sale of Properties, Urban District Council, Matale.

NOTICE is hereby given that the sale of properties mentioned in notice dated June 14, 1923, published in *Government Gazette* No. 7,335 of June 22, 1923, which was stayed, has been refixed for November 26, 1923, at 9 A.M. on the spot, at Matale.

F. VAN ROOYEN,
Chairman, Urban District Council.

Office of the Urban District Council,
Matale, October 29, 1923.

Schedule referred to.

Gongawela road, Nos. 57A, 57B, and 57C.

Trade or Business of Auctioneers and Brokers.

THE following person was licensed during the month of October to carry on the trade or business of an Auctioneer, within the Matara 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:—

H. M. Peiris, 54, Belmont street, Colombo.

EDWARD BUULTJENS,
Chairman, Urban District Council.

Office of the Urban District Council,
Matara, October 29, 1923.

TRADE MARKS NOTICES.

Sp. 4 ✓
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. 2,943.
- (2) Date of Receipt: August 1, 1923.
- (3) Applicant (Proprietor of the Trade Mark): COLUMBIA GRAPHOPHONE COMPANY, LIMITED (a Company incorporated under the laws of England), 102 to 108, Clerkenwell road, London E. C. 1, England; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Eight.
- (6) Goods: Apparatus for recording and reproducing sounds; talking machines; parts and accessories of such machines and apparatus; cylinders, discs, ribbons, bands, and other devices for recording and reproducing sounds; containers for such devices; machines, instruments, or devices for obliterating recorded sounds from the mediums on or by which they are recorded.
- (7) Mark:

GRAPHOPHONE

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

E. T. MILLINGTON,
Registrar-General.

Sp. 4 ✓
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. 2,992.
- (2) Date of Receipt: October 6, 1923.
- (3) Applicant (Proprietor of the Trade Mark): THE AEOLIAN COMPANY, LIMITED (a Company organized under the laws of Great Britain), Aeolian Hall, 131-137, New Bond street, London W. 1, England; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Eight.
- (6) Goods: Talking machines and accessories therefor, and talking machine records.
- (7) Mark:

ACO

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

E. T. MILLINGTON,
Registrar-General.

Sp. 4 ✓
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. 2,993.
- (2) Date of Receipt: October 6, 1923.
- (3) Applicant (Proprietor of the Trade Mark): PHOENIX HOSIERY COMPANY (a Corporation organized and existing under the laws of the State of Wisconsin, United States of America), No. 220, Broadway, City of Milwaukee, State of Wisconsin, United States of America; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Thirty-eight.
- (6) Goods: Hosiery and clothing of all kinds.
- (7) Mark:

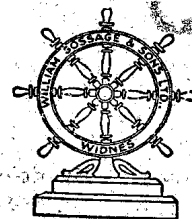


Registrar-General's Office,
Colombo, October 31, 1923.

E. T. MILLINGTON,
Registrar-General.

Sp. 4 ✓
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. 2,994.
- (2) Date of Receipt: October 6, 1923.
- (3) Applicant (Proprietor of the Trade Mark): WILLIAM GOSSAGE & SONS, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), Widnes, Lancashire, England; Soap Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Four.
- (6) Goods: Glycerine for use in manufactures.
- (7) Mark:



WHEEL BRAND

The essential particulars of the Trade Mark are the device and the word "Wheel," and the applicants do not claim any right to the exclusive use of the added matter except in so far as it consist of their name.

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

E. T. MILLINGTON,
Registrar-General.

LOCAL BOARD NOTICES.

Local Board of Health and Improvement, Bandarawela.

UNDER the provisions of section 13 of the Local Board of Health and Improvement Ordinance, No. 13 of 1898, I hereby give notice of my intention to hold a meeting at the Bandarawela Court-house, on December 10, 1923, at 2 P.M., for the election of an Unofficial Member to serve on the Board of Health and Improvement of the Town of Bandarawela up to December 31, 1924.

Voters must attend the meeting in person. No proxies will be accepted.

Candidates for the election should be nominated in writing. Such nomination should be subscribed by at least two persons entitled to vote, and should be delivered at the Local Board Office, Badulla, not less than ten days before the meeting.

The Kacheheri,
Badulla, October 23, 1923.

R. A. G. FESTING,
Government Agent.

GOVERNMENT NOTIFICATIONS.

(Continued from page 2337.)

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

Excise Notification No. 136.

RULE made by His Excellency the Governor in Executive Council, in exercise of the powers vested in him by section 31 (1) of "The Excise Ordinance, No. 8 of 1912."

The said rule was confirmed by a resolution of the Legislative Council on November 1, 1923.

Colonial Secretary's Office,
Colombo, November 2, 1923.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

RULE REFERRED TO.

The rules set out in the schedule to Excise Notification No. 85 dated February 12, 1919, published in *Government Gazette* No. 6,995 of February 14, 1919, and enumerated in the first column of the schedule hereto, are hereby amended in the manner shown in the second column thereof.

Schedule.

Rule.	Nature of Amendment.
2	By deleting the words and figures "as from October 1, 1918," in lines 1 and 2.
2 (c)	By deleting paragraph (c) and substituting therefor the following paragraph:— (c) For Local Board and Urban District Council areas— The Chairman of the Local Board or Urban District Council (Chairman). One Official nominated by the Governor. One Unofficial Member of the Local Board or Urban Council nominated by the Board or Council. Two Unofficials nominated by the Governor. One Unofficial Member elected by the tax-paying inhabitants.
3 (iv.)	By deleting paragraph (iv.) and substituting therefor the following paragraph:— (iv.) A general election shall be held at the District Kacheheri or such other suitable place as the Government Agent or the Assistant Government Agent may determine, once every three years in the month of July, or in the case of a newly constituted local area, as soon as possible after such constitution, and thereafter once every three years in the month of July, in respect of such district or area for which the Advisory Committee is appointed.

