



Ceylon Government Gazette

Published by Authority.

No. 7,360 — FRIDAY, NOVEMBER 9, 1923.

Part I.—General.

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

| | PAGE | | PAGE | | PAGE |
|---|------|---------------------------------------|------|--|------|
| Minutes by the Governor .. | — | Miscellaneous Departmental Notices .. | 2407 | Trade Marks Notifications .. | 2472 |
| Proclamations by the Governor .. | 2393 | Abstracts of Season Reports .. | — | Local Board Notices .. | 2470 |
| Appointments, &c., of Registrars .. | 2394 | Sales of Arrack and Toll Rents .. | 2471 | Road Committee Notices .. | 2469 |
| Appointments, &c., of Registrars .. | 2396 | Sales of Salt and Timber .. | — | "Local Govt. Ordinance" Notices .. | 2410 |
| Government Notifications .. | 2397 | "Excise Ordinance" Notices .. | 2469 | Unofficial Announcements .. | 2411 |
| Revenue and Expenditure Returns .. | — | Proceedings of Municipal Councils .. | 2455 | Specifications under "The Irrigation Ordinance" .. | — |
| Currency Commissioners' Notices .. | — | Notices to Mariners .. | — | Meteorological Returns .. | — |
| Notices calling for Tenders .. | 2401 | Returns of Imports .. | 2407 | Books registered under Ordinance No. 1 of 1885 .. | — |
| Sales of Unserviceable Articles, &c. .. | — | Railway Traffic Returns .. | — | | |
| Vital Statistics .. | 2406 | Patents Notifications .. | — | | |

PROCLAMATION BY THE GOVERNOR.

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

PROCLAMATION.

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

W. H. MANNING.

KNOW Ye that We, the Governor of Ceylon, by virtue of the powers in Us vested by Clause III. 1 (A) of the Order in Council dated October 26, 1896, issued by Her Majesty the Queen, as amended by the Order in Council dated March 21, 1916, and published in the *Government Gazette* dated June 5, 1916, have been pleased to make the following regulations, in place of the regulations published by Our Proclamations dated April 5, 1917, July 30, 1917, October 9, 1917, July 26, 1921, and October 16, 1923, and appearing in the *Government Gazettes* dated April 5, 1917, August 3, 1917, October 12, 1917, July 29, 1921, and October 19, 1923, respectively.

And We hereby call upon His Majesty's subjects and all other persons being in the said Colony to govern themselves accordingly:

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

By His Excellency's command,

GOD SAVE THE KING.

CECIL CLEMENTI,
Colonial Secretary.

REGULATIONS REFERRED TO.

1. No passport shall be deemed to be a valid passport for the purpose of these regulations, unless it satisfies the following conditions :—
 - (a) It must have been issued or renewed not more than two years previously by or on behalf of the Government of the country of which the person to whom it relates is a subject or citizen.
 - (b) If issued or visé for a particular journey, it must be used in respect of that journey only.
 - (c) In the case of a person coming to the Colony from any country, other than the United Kingdom or India or a British Possession, it must have been issued or visé by the British Ambassador or British Consul or British Resident in that country.
 - (d) It must have attached to it a specimen of the signature and a photograph of the person to whom it relates, and further, the photograph must bear the seal or stamp of the office issuing the passport.
2. (a) Except in the cases specified in regulation 5, no British subject, except Asiatic residents of Ceylon and India, shall leave the Colony for the Federated Malay States or the Straits Settlements, or shall enter the Colony from the Federated Malay States or the Straits Settlements, unless such British subject is the bearer of a valid passport.
- (b) No alien shall enter the Colony from any country or shall leave the Colony for any destination unless such foreigner is the bearer of a valid passport.
3. Any person who acts in contravention of the above regulations, or is reasonably suspected of having so acted or of being about so to act, and any persons aiding and abetting such person to contravene the above regulations may be taken into custody by a Police or Customs officer without a warrant, and shall be liable to be detained.
4. Any person acting contrary to the above regulations or attempting so to do, and any person aiding and abetting such person to act contrary to the above regulations, shall be guilty of an offence punishable on summary conviction before a Police Magistrate with imprisonment, simple or rigorous, for a period not exceeding six months, or a fine not exceeding one thousand five hundred rupees, or both.
5. Nothing contained in the regulations aforesaid shall apply to—
 - (a) Any member of His Majesty's Naval or Military Forces, or of the Allied Naval or Military Forces, entering or leaving the Colony on duty ;
 - (b) Any member of the crew of any vessel who has been lawfully engaged in the Colony for an over-sea voyage ;
 - (c) Any person landing under a special permit in writing issued by the Colonial Secretary, the Principal Collector of Customs, or the Inspector-General of Police, and acting in accordance with the conditions of such permit ;
 - (d) Any Indian ordinarily resident in India leaving for any destination other than India. Any such Indian is required to produce a valid passport issued to him in India according to regulations for the time being in force in India allowing him to leave India for the same destination.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 430 of 1923.

WITH references to the Letters Patent dated September 11, 1920, published by Proclamation dated June 7, 1921, it is hereby notified that HIS EXCELLENCY THE GOVERNOR has been pleased, in pursuance of Clauses II. and IV. of HIS MAJESTY'S Instructions dated September 11, 1920, to appoint Sir HILARION MARCUS FERNANDO to be provisionally a Member of the Executive Council, *vice* the Hon. Mr. FELIX REGINALD DIAS.

By His Excellency's command,
Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 7, 1923. Colonial Secretary.

No. 431 of 1923.

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

Mr. N. W. MORGAPPAH to act, in addition to his own duties, as Registrar-General of Lands, and of Marriages, Births, and Deaths ; Visitor of the Lunatic Asylum ; Registrar of Joint Stock Companies under the Joint Stock Companies Ordinance ; and a Justice of the Peace for the Island, with effect from November 6, 1923, during the absence of Mr. E. T. MILLINGTON, or until further orders.

Mr. J. R. WALTERS to act, in addition to his own duties, as Assistant at Nuwara Eliya to the Government Agent, Central Province, and Local Authority under the

Petroleum Ordinance for the District of Nuwara Eliya, with effect from November 2, 1923, during the absence on leave of Mr. E. T. DYSON, or until further orders.

Mr. C. E. ARNDT to be Extra Office Assistant to the Government Agent, Central Province, with effect from November 3, 1923, until further orders.

Mr. L. D. C. HUGHES to the office of Assistant Settlement Officer and a Special Officer under the Waste Lands Ordinance, with effect from November 5, 1923, until further orders.

Mr. H. P. KAUFMANN to the post of Deputy Rubber Controller, with effect from November 5, 1923, until further orders.

Mr. A. H. M. MORGAN to act, in addition to his own duties, as Secretary of the Colombo Port Commission, with effect from November 2, 1923, during the absence of Mr. H. K. HILLYER, or until further orders.

Mr. V. S. WICKREMANAYAKA to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, for November 10, 1923, during the absence of Mr. R. S. V. POULIER, or until the resumption of duties by that officer.

Mr. A. ONDAATJE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, from November 8 to 11, 1923, during the absence of Mr. D. H. BALFOUR, or until the resumption of duties by that officer.

Mr. M. C. F. POTGER to act as District Judge, Commissioner of Requests, and Police Magistrate for the judicial division of Badulla-Haldummulla, from November 8 to 10, 1923, during the absence of Mr. C. E. DE PINTO, or until the resumption of duties by that officer.

Mr. E. G. JONKLAAS to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, for November 6 and 7, 1923, during the absence of Mr. M. PRASAD, or until the resumption of duties by that officer.

Mr. D. G. GOONEWARDENE to act as Commissioner of Requests and Police Magistrate, Galle, and Municipal Magistrate, Galle, for November 8, 1923, during the absence of Mr. V. P. REDLICH, or until the resumption of duties by that officer.

Mr. A. G. RANASINHA to be Commissioner of Requests and Police Magistrate, Balapitiya, with effect from November 5, 1923, until further orders.

Mr. A. L. SAVUNDRANAYAGAM to act as Additional Police Magistrate, Mannar, for November 3 and 4, 1923, during the absence of Mr. S. M. ANANTHAN, or until the resumption of duties by that officer.

Mr. R. H. DUNUWILLE to be a Visitor to the Male Prison at Welikada.

Mr. R. P. GORTON to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kegalla.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 8, 1923. Colonial Secretary.

No. 432 of 1923.

IT is hereby notified that Mr. L. J. B. TURNER, having returned from leave, has resumed duties as Director of Statistics and Superintendent of Census, with effect from November 6, 1923.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 8, 1923. Colonial Secretary.

No. 433 of 1923.

IT is hereby notified that Mr. D. B. SENEVIRATNE has resumed duties as Police Magistrate, Dandagamuwa, with effect from November 2, 1923.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 3, 1923. Colonial Secretary.

No. 434 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased, in terms of sections 4 (6) and 6 of Ordinance No. 3 of 1905, to re-nominate Dr. E. ROBERTS, M.R.C.S. England, L.M.S. Ceylon, F.R.F.P.S. Glasgow, to be a Member of the Council of the Ceylon Medical College, with effect from September 17, 1923.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 3, 1923. Colonial Secretary.

No. 435 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate the following persons to be Members of the Sanitary Board, Mannar:—

- (1) Mr. FELIX S. PAUL, Proctor.
- (2) Mr. M. M. HADJI MOHAMED MARIKAR, Proctor.

By His Excellency's command,

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

No. 436 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. WALDO SANSONI, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be an Inquirer for the town and judicial division of Colombo, *vice* Mr. H. J. WOUTERSZ, resigned.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 7, 1923. Colonial Secretary.

No. 437 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the following persons, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be Inquirers into Sudden Deaths for the divisions stated against their names:—

(1) DISSANAYAKE MUDIYANSELAGE SUDUAPPU, for Udapalata korale in Wegam pattu in Batticaloa District.

(2) WANNISEKARE ARACHIE HAMILLAGE MUTTU BANDA, for Yatipalata korale in Wegam pattu in Batticaloa District.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 7, 1923. Colonial Secretary.

No. 438 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotions in the Ceylon Light Infantry to fill existing vacancies:—

To be Majors.

Captain HUBERT ERNEST NEWNHAM.
Captain WALDO SANSONI.

To be Captains.

Lieutenant PETER STANLEY FERNANDO.
Lieutenant ERNEST LIONEL MACK.

By His Excellency's command,

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

No. 439 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. NAWALAGE JOHN VINCENT COORAY, of "Caroline House," Rajagiriya, Welikada, Colombo, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 6, 1923. Colonial Secretary.

No. 440 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DIONYSIUS KURUPPU GOONETILLEKE RAJAKARUNA DISSANAYAKE, of "Tilaka Walawwa," Kalutara, to be a Notary Public throughout the judicial division of Kalutara, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 6, 1923. Colonial Secretary.

No. 441 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON CHARLES PARANAGAMA, of Kalutara, to be a Notary Public throughout the judicial division of Kalutara, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 6, 1923. Colonial Secretary.

No. 442 of 1923.

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

By His Excellency's command,

Colonial Secretary's Office, CECIL CLEMENTI,
Colombo, November 6, 1923. Colonial Secretary.

No. 443 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. JOHANNES LADDUWAHETTY, of Bentota, 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, November 6, 1923. Colonial Secretary.

No. 444 of 1923.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON JUWANIS SENEVIRATNE SAMARASINGHE, of Kannimahara, Waturugama, Gampaha, to be a Notary Public throughout Nuwara Eliya District, with residence and office at Nuwara Eliya and an additional office at Talawakele, and to practise as such in the Sinhalese language.

By His Excellency's command,

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

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HAROLD LANCELOT HOPPER to act as Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General) of the Kegalla District of the Province of Sabaragamuwa, with effect from November 2, 1923; until further orders, *vice* Mr. JOSEPH LIGHT, on leave. His office will be at the Kachcheri, Kegalla.

By His Excellency's command,

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

IT is hereby notified that I have appointed SEELAGAMA, GEDERA PUNCHIRALA provisionally as Registrar of Births and Deaths of Pallepene korale division, and of Marriages (Kandyan and General) of Kotmale (excluding the portion in gravets) division, in the Nuwara Eliya District of the Central Province, with effect from November 13, 1923, *vice* Registrar, S. G. APPUHAMY, resigned. His office will be at Kalapitiyawatta in Morape.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, November 6, 1923. Acting Registrar-General.

IT is hereby notified that I have appointed BASIL TENNAKON to act as Registrar of Marriages (Kandyan and General) of Kalagam palata division, in the Anuradhapura District of the North-Central Province, for thirty days, with effect from November 6, 1923, or until further orders, *vice* T. B. PALUGASWEWA suspended. His office will be at the Kekirawa Gansabhawa.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, November 6, 1923. Acting Registrar-General.

IT is hereby notified that I have appointed RATNAYAKA MUDIANSSELAGE AISATE to act as Registrar of Births and Deaths of Wilachchiya korale south B division, and of Marriages (Kandyan and General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for two months, with effect from November 10, 1923, *vice* R. M. APPUHAMY on leave. His office will be at Migahawatta in Diwulwewa.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, November 6, 1923. Acting Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed LIYANAGE CLEMENT DE SILVA to act as Registrar of Births and Deaths of Otara West division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for November 3, 1923, during the absence of the Registrar, HENRY RICHARD DE SILVA, on leave. His office will be at Kurunduwatta in Daluwakotuwa.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed DELGODA LOKU BANDA ANGAMMANA to act as Registrar of Births and Deaths, and of Marriages (General) of Gravets (excluding the portion in Nuwara Eliya town) division, in the Nuwara Eliya District of the Central Province, for thirty days from November 1, 1923, during the absence of the Registrar, H. B. PETTYAGODA, on leave. His office will be at the permanent Registrar's office.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed PUNCHIRALA SEELAGAMA to act as Registrar of Births and Deaths of Pallepene korale division, and of Marriages (General) of Kotmale (excluding the portion in gravets) division, in the Nuwara Eliya District of the Central Province, for nine days from November 4, 1923, during the absence of the Registrar, S. G. APPUHAMY, resigned. His office will be at Kalapitiyawatta in Morape.

The Additional Assistant Provincial Registrar, Galle, has appointed KARIYAWASAN MAJUWANE GAMAGE CHARLES DIAS to act as Registrar of Births and Deaths of Telikada division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for eight days from October 29, 1923, during the absence of the Registrar, F. D. J. GUNAWARDANA, on leave. His offices will be at Ambagahawatta in Keradewala, and Ambagahawita Totupalewatta in Majuwana.

The Additional Assistant Provincial Registrar, Galle, has appointed KAHADUWA ARACHCHIGE CORNELIS to act as Registrar of Births and Deaths of Hapugala division, and of Marriages (General) of Four Gravets of Galle and Akmi-mana division, in the Galle District of the Southern Province, for five days from October 30, 1923, during the absence of the Registrar, D. A. M. BANDHUWANSA, on leave. His offices will be at Ganegodagewatta *alias* Uragodagewatta in Kalegana, and Mutugayawatta *alias* Baduwatta at Hapugala.

The Additional Assistant Provincial Registrar, Galle, has appointed ANDRAYAS EDWARD WICKRAMASURI SENEVIRATNA to act as Registrar of Births and Deaths of Baddegama division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for two days from October 31, 1923, during the absence of the Registrar, W. W. SENEVIRATNA, on leave. His office will be at Mudiyansegewatta in Baddegama.

The Additional Assistant Provincial Registrar, Galle, has appointed ELGIN WEERASURIYA to act as Registrar of Births and Deaths of Kataluwa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for October 31, 1923, during the absence of the Registrar, WILLIAM WARNASURIYA, on leave. His office will be at Nala-arambewatta in Kataluwa.

The Additional Assistant Provincial Registrar, Galle, has appointed SARUKKALIGE PENTIS DE SILVA to act as Registrar of Marriages (General) of Four Gravets of Galle and Akmimana division, in the Galle District of the Southern Province, for November 3, 1923, during the absence of the Registrar, M. D. S. WIJEKULASURIYA, on leave. His office will be at No. 328A in Udumalewatta at Magalle.

The Additional Assistant Provincial Registrar, Galle, has appointed ALBERT MENDIS WICKRAMASINGHA to act as Registrar of Births and Deaths of Welitara division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for November 6, 1923, during the absence of the Registrar, C. D. Z. ABAYASRIWARDANA, on leave. His office will be at Mawatabodawatta in Welitara.

The Additional Assistant Provincial Registrar, Matara, has appointed DAVID DISSANAYAKA to act as Registrar of Births and Deaths of Dikwella division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for seven days from October 31, 1923, during the absence of the Registrar, C. D. WAKISTA, on leave. His office will be at Keressabadawatta in Dikwella.

The Additional Assistant Provincial Registrar, Hambantota, has appointed TUPFAHIGE DON ANDRIS to act as Registrar of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for fourteen days from November 1, 1923, during the absence of the Registrar, U. A. DON DINES, on leave. His office will be at the permanent Registrar's office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS NICKULAS RAJAPAKSA to act as Registrar of Births and Deaths of Marakada Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for thirteen days from November 1, 1923, during the absence of the Registrar, D. D. RAJAPAKSA, on leave. His office will be at the permanent Registrar's office.

The Assistant Provincial Registrar, Jaffna, has appointed SANTIAPPILLAI ANTHONIPPILLAI to act as Registrar of Marriages (General) of Vadamaradchi West division, in the Jaffna District of the Northern Province, for five days from November 3, 1923, during the absence of the Registrar, S. D. THAMPO, on leave. His office will be at Tillaindativu in Point Pedro. Stations: Arasadi in Karaveddy North, Anaiviluntan in Valluvedditturai.

The Assistant Provincial Registrar, Mullaittivu, has appointed MUTTU VAPPU KACHCHU MUHAİYADERN to act as Registrar of Births and Deaths of Chinnacheddikulam

West division, in the Mullaittivu District of the Northern Province, for seven days from October 29, 1923, during the absence of the Registrar, M. U. CHANTAMPILLAI, on leave. His office will be at Andiarpuhiyankulam.

The Assistant Provincial Registrar, Mullaittivu, has appointed V. R. SEPAMALAI to act as Registrar of Births and Deaths of Karikkaddumulai South division, in the Mullaittivu District of the Northern Province, for eleven days from October 29, 1923, *vice* Registrar, P. BASTIAMPILLAI, deceased. His office will be at Alampil.

The Additional Assistant Provincial Registrar, Puttalam and Chilaw Districts, has appointed D. M. P. WEERARATNA to act as Registrar of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, on October 31, 1923, during the absence of the Registrar, D. D. PEIRIS, on leave. His office will be at the Land Registry, Chilaw.

The Additional Assistant Provincial Registrar, Puttalam and Chilaw Districts, has appointed ARTHUR CHARLES DISANAYAKA to act as Registrar of Births and Deaths of Yatakalana pattu north division, and of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, for thirty days from November 1, 1923, *vice* Registrar, RANDENI KORALLAGE PEIRIS SINNO APPUHAMY, dead. His office will be at Kudawewa.

The Assistant Provincial Registrar, Badulla, has appointed GAMAGEDERA ANAPARIDI RAJAKIYA MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Mahawedirata division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for thirty days from November 1, 1923, during the absence of the Registrar, T. W. U. BANDA, on leave. His office will be at Ihawegama.

The Provincial Registrar, Ratnapura, has appointed THOMAS DE SILVA ABAYAW CKREMA to act as Registrar of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from November 1, 1923, *vice* Registrar, E. S. JAYAWARDENA, transferred. His office will be at the Land Registry, Ratnapura.

The Assistant Provincial Registrar, Kegalla, has appointed DASANAYAKA MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Gandolaha pattuwa division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for fourteen days from October 30, 1923, during the absence of the Registrar, PETER BANDA, on leave. His office will be at Talagahamulawatta in Kubukgama.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, November 6, 1923. Acting Registrar-General.

WITH reference to the notifications appearing in *Government Gazettes* Nos. 7,345 and 7,350 of August 17 and September 14, 1923, respectively, relating to the appointment of DON SIYADORIS RAJAPAKSA as acting Registrar of Births and Deaths of Marakada Upper division, and of Marriages (General) of West Giruwa pattu division, in the District of Hambantota, it is hereby notified that his full name is DON SIYADORIS RAJAPAKSA YAPA.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, November 5, 1923. Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

IT is hereby notified that a license to import 100 sporting cartridges into Ceylon during the current year has been issued to Mr. A. H. Gregory, of Madulsima.

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

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

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

| Name. | Pensionable Appointment. | Seconded Service. |
|--------------------|---|--------------------------|
| Mr. H. P. Kaufmann | Officer in Class IV. of the Civil Service | Deputy Rubber Controller |

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

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

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

HIS Excellency the Governor has been pleased to appoint Mr. M. Somanatpillai to be a member of the Excise Advisory Committee for the Trincomalee Local Board Area for the remaining period ending September 30, 1924, *vice* Mr. T. Mutucumaru, deceased.

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

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

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

Excise Notification No. 137.

IT is hereby notified for general information that His Excellency the Governor in Executive Council, by virtue of the powers vested in him by section 56 of “The Excise Ordinance, No. 8 of 1912,” has been pleased to exempt from the provisions of the said Ordinance, in the divisions shown in the schedule annexed hereto, the following exciseable article, to wit:—

Unfermented (sweet) toddy drawn from any palm tree for the purpose of manufacturing jaggery or for immediate home consumption.

Colonial Secretary's Office,
Colombo, November 2, 1923.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

SCHEDULE.

Divisions referred to.

Vidane Arachchies' Divisions Walasmulle (Upper, Lower, and Centre), Kirama, Katuwana, and Paranagam palata in West Giruwa pattu of the Hambantota District, Southern Province.

“THE SMALL TOWNS SANITARY ORDINANCE, 1892.”

REGULATION made by the Sanitary Board of the Kalutara District, under section 9 E (2) of “The Small Towns Sanitary Ordinance, 1892,” and approved by the Governor in Executive Council.

Colonial Secretary's Office,
Colombo, November 6, 1923.

By His Excellency's command,

CECIL CLEMENTI,
Colonial Secretary.

REGULATION REFERRED TO.

Regulation 1 of Chapter XII. of the Regulations of the Sanitary Board of the Kalutara District, published by Notification dated February 20, 1918, in *Government Gazette* No. 6,928 of March 8, 1918, is hereby repealed, and the following regulation substituted therefor:—

1. All owners, tenants, or occupiers of lands within the limits of the Sanitary Board shall keep the same clean and free from all refuse, rubbish, rank, or noisome vegetation, and from all weeds or vegetation likely to prove prejudicial or injurious to health.

“THE VILLAGE COMMUNITIES ORDINANCE, 1889.”

RULE made by the Village Committees of the subdivisions comprising the Chief Headmen's Divisions of Wann 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.

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

By His Excellency's command,

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 DEFENCE FORCE ORDINANCE, 1910."

REGULATION made by the Colonel Commandant the Troops, after consultation with the Commandant, and approved by His Excellency the Governor, under section 12 of "The Defence Force Ordinance, 1910," as amended by Ordinance No. 18 of 1922.

Colonial Secretary's Office,
Colombo, November 6, 1923.

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

REGULATION REFERRED TO.

Regulation 3 of the Regulations for the Ceylon Supply and Transport Corps, published by Notification dated December 6, 1921, in *Government Gazette* No. 7,237 of January 13, 1922, as set out in the Notification dated May 12, 1922, in *Government Gazette* No. 7,258 of May 19, 1922, is hereby repealed, and the following substituted therefor:—

| | |
|----------------|--|
| Establishment. | 3. The strength of the Corps shall be— |
| | 12 Officers. |
| | 2 Warrant Officers (1 R. S. M. and 1 R. Q. M. S.). |
| | 125 Non-commissioned Officers and men (including 4 Trumpeters.) |
| | Headquarters: 1 Major, Commanding. |
| | 1 Captain or Lieutenant: Officer in charge, Transport Department. |
| | 1 Captain or Lieutenant: Officer in charge, Supply Department. |
| | 1 Lieutenant or Second Lieutenant: Assistant Adjutant and Quartermaster. |
| | Colombo Area: 1 Captain, Second in Command and Commanding Area. |
| | 1 Lieutenant or Second Lieutenant, Area Officer. |
| | Kandy Area: 1 Captain, Commanding. |
| | 1 Lieutenant or Second Lieutenant, Area Officer. |
| | Uva Area: 1 Captain, Commanding. |
| | 1 Lieutenant or Second Lieutenant, Area Officer. |
| | Sabaragamuwa Area: 1 Captain, Commanding. |
| | 1 Lieutenant or Second Lieutenant, Area Officer. |

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified that, in terms of section 26 of "The Village Communities Ordinance, No. 24 of 1889," His Excellency the Governor in Executive Council has been pleased to order that, with effect from January 1, 1924, a Village Tribunal be established in the Chief Headman's Division of Magam pattu, in the Hambantota District of the Southern Province, which said division was by the joint operation of a Proclamation dated September 28, 1886, and section 53 of the said Ordinance brought within the operation of the said Ordinance, and later subdivided into villages or convenient groups of villages by Proclamation dated March 9, 1910.

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

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

Passport Regulations.

THE following additional regulations in connection with the visa of passports are published for general information:—

1. (a) All British-born subjects in possession of valid passports may also travel to Italian Colonies without obtaining a visa from the Italian Consul; and

(b) All nationals of Italy may similarly travel to the British Colonies (except Gibraltar and Malta) and Protectorates without obtaining a British visa on their passports.

2. (a) All British-born subjects in possession of valid passports may travel to Sweden without obtaining a visa from the Swedish Consul; and

(b) All nationals of Sweden may similarly travel to the United Kingdom, the British Colonies (except Gibraltar and Malta) and Protectorates without obtaining a British visa on their passports.

Note.—The arrangements in 1 (a) and 2 (a) do not excuse the bearer of the passport from having it vised by the British Authorities for the foreign countries mentioned.

Colonial Secretary's Office,
Colombo, November 6, 1923.

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

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information (a) that His Excellency the Governor has been pleased to set apart the 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.

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

By His Excellency's command,
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:—

| Lot. | Name of Land. | Extent. | | |
|--------------------------------------|---|---------|----|----|
| | | A. | R. | P. |
| Block survey preliminary plan 1,853. | | | | |
| 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 | Kiriyaahamulahena (reservation for tank bund) | 2 | 3 | 30 |
| | | 11 | 3 | 29 |

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 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.

NOTICES CALLING FOR TENDERS.

SCHEDULES of rates are hereby invited for Drainage to Maradana Police Headquarters.

2. The whole of the work to be undertaken in agreements to be entered into monthly by the District Engineer, Government Buildings, Colombo, 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 District Engineer, Government Buildings, Colombo, 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 or numbered forms to be obtained from the Office of the District Engineer, Government Buildings, Colombo, and forwarded in a securely sealed envelope addressed to the Provincial Engineer, Western Province, Colombo, endorsed on the outside "Schedule of Rates, Drainage, Maradana Police Headquarters," so as to reach his office on or before 12 noon on Thursday, November 22, 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 reserves to itself the right to supply the contractor with all imported articles, such as cement, &c., which it may be necessary to use in the execution of the works included in the agreement.

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 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.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, November 7, 1923. for Director of Public Works.

TENDERS are hereby invited for the under-mentioned supply of firewood to the Jaffna Depôt during 1923-24. The work is to commence not later than December 20, 1923. Details of work and the area to be exploited is given in the schedule below.

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

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

4. Tenders should be marked "Tender for supply of Firewood to Jaffna Depôt, Northern Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, December 4, 1923.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna, which can be applied for by post or personal application. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tender may be treated as informal and rejected.

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

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

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other information can be ascertained on application to the office referred to in section 5. A further security in cash of Rs. 500 will be required of the contractor when entering into the bond.

9. A rate per ton of firewood must be quoted, both in words and figures.

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

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

12. The contractors obligations and rights under this contract shall not be assigned or otherwise transferred or sublet without the consent and authority of the Conservator of Forests previously obtained in writing.

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

14. Tenderers before tendering should inspect the areas of operation as shown in the schedule.

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

SCHEDULE.

Service A—Kilinochchi Area.

(a) To fell every tree 6 inches from the ground, except those numbered and marked by a Forest Officer, in block of forest 160 acres in extent, demarcated by cut lines 40 chains by 40 chains, situated to the west and adjoining the railway line close to Kilinochchi siding. The demarcated block of forest not only adjoins the line, but is connected to the siding by a forest road. Distance of transport to Kilinochchi siding is $\frac{1}{4}$ to 1 mile.

(b) To cut into firewood every tree so felled (excepting those marked), and every other dead or fallen tree whatsoever in the area, so as to yield 3,000 tons of firewood, more or less, with the least amount of wastage. All firewood immediately after conversion to be brought to Kilinochchi siding, loaded into trucks, unloaded at Jaffna Depôt, to weigh and deliver the firewood at Jaffna Depôt, and stack in the Jaffna Depôt as the Depôt-keeper may direct, at the minimum rate of 500 tons per mensem, commencing from February 1, 1924. Final delivery at Jaffna Depôt to be made on or before September 15, 1924, when the balance remaining out of the total quantity should be delivered.

(c) All wood should be removed to Kilinochchi siding before September 1, 1924.

(d) Felling must proceed steadily and systematically in one direction straight across the area, every tree, except those marked and numbered, being cut, and area stripped clean of all firewood.

Note.—Arrangements with the Railway Department will be made by the Forest Department for the conveyance of the firewood to the delivery depôt. The running of Railway Specials is in no way guaranteed, and no liability for delays, irregular service, or alteration in the system of the Specials due to the railway requirements will be incurred by the Railway or Forest Department. But the contractor will be liable for the demurrage charges for rolling stock delayed in loading or unloading, and will also pay cost of damage to railway wagons. Contractors will also be held liable if wagons are not properly loaded. Free railway warrants will be issued for transport of firewood.

Service B—Veddukadu Pallikuda Area.

(a) To clear fell all trees 6 inches from the ground with axe in Veddukadu Pallikuda area north of the Mandakalar old reserve boundary.

(b) To cut into firewood every tree so felled and every other dead or fallen tree whatsoever sufficient to yield 3,000 tons of firewood, more or less, with the least amount of wastage. All firewood immediately after conversion to be transported to the seashore and thence by boats to Jaffna Customs, and taken to Jaffna Depôt weighed and stacked in the Jaffna Depôt in such a manner as the Depôt-keeper may direct at a minimum rate of 600 tons per mensem from January 1, 1924. Final delivery in Jaffna Depôt to be made on or before July 15, 1924, when the balance remaining, if any, out of the total quantity to be supplied should be delivered.

(c) Felling must proceed steadily and systematically in one direction straight across the area, every tree being cut and the area stripped clean of all firewood.

(d) Distance of transport by cart to seashore is up to 2 miles, and by boats to the Jaffna Depôt 18 miles.

General Conditions.

(a) The firewood shall be in lengths of 3 feet to 5 feet and not less than 2 inches in diameter.

(b) Any tree pointed out by a Forest Officer as one to be felled for firewood, shall, without question, be felled, and any tree pointed out or marked by a Forest Officer as not to be felled shall not be felled or injured.

(c) The contractor will be responsible for the safety of firewood stacked on the railway line, on the seashore, in the forest, and in transit, until delivered to Depôt-keeper.

(d) The contractor may be required at times to increase supplies should the depôt requirements necessitate, and at times also decrease supplies, but the average output will be as described in the schedule.

(e) It must be clearly understood that, for failure to deliver monthly supplies as required, a penalty of Rs. 2 for every ton short will be levied.

(f) Payments may be made by the Divisional Forest Officer for firewood delivered at the Jaffna Depôt on production of a receipt from the Depôt-keeper showing the amount of firewood delivered.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, November 5, 1923.

TENDERS are hereby invited for the supply of sleepers and logs during 1923-24, to be completed as specified in the note under the schedule annexed below. The areas to be exploited for the supplies and further details are given in the schedule.

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

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

4. Tenders should be marked "Tender for Sleeper and Log Supply, 1923-24, North-Central Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, November 27, 1923.

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

6. A deposit of Rs. 20 for each service will be required to be made either at the Treasury or Kacheheri and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or to furnish approved security within 10 days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

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

9. Separate rates per sleeper, broad gauge and narrow gauge, and per cubic foot of timber in the log must be quoted, written both in words and figures.

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

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

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

13. The special attention of intending tenderers is drawn to the general conditions wherein it is required that trees should be felled with saw alone and that all trees stamped must be felled down before any sawing is commenced. The tenderers would be required to sign a statement that they have inspected the areas proposed to be worked and that the foregoing conditions had been explained to them by the officer issuing the tender notice.

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

GENERAL CONDITIONS.

14. (a) (1) Trees are to be felled within 6 inches from the ground by saw alone.

(2) Only such trees as are stamped and marked by a Forest Officer are to be felled.

(3) All suitable dead and hollow trees and branchwood within the forest, such as are marked by a Forest Officer, should be utilized for conversion into sleepers.

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

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

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

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

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

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

(10) Payment may be made for sleepers and logs accepted by the Divisional Forest Officer at delivery depôts.

14. (b) (1) All trees felled should not be logged before they are stamped by a Forest Officer.

(2) All sound and straight logs of 5 feet and over in girth and 15 feet and over in length, fit for removal in the logs, for supplies to Public Departments should not be cut into sleeper lengths, unless so required by the Divisional Forest Officer.

(3) All logs thus reserved for supplies to Public Departments should be transported and delivered in the log at the delivery depôts.

Logs so delivered must have both ends neatly trimmed with the saw and logs which are not so trimmed will not be passed for payment.

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

SCHEDULE.

Service A.

To fell all stamped palu, satin, ranai, and milla tree standing in the Pansalamukulana forest within the following boundaries:—

North by the Anuradhapura-Matale road, south by the minor road from Maradankadawela to Kunchchikulama, and west by Halmillewa, Karambewa, and Ittikattiya villages, and to convert such trees as are passed by the Divisional Forest Officer into 1,000 broad gauge and 1,500 narrow gauge sleepers, more or less, and to transport and deliver stacked as may be directed by the Divisional Forest Officer at the Nuwarawewa depôt, together with all logs passed by the Divisional Forest Officer, as suitable for delivery in the log in terms of clauses 14 (b) 2 and 3 under the general conditions.

Distance of transport 22 to 30 miles.

Service B.

To fell all stamped palu, satin, ranai, and milla trees standing in the Oluwewa forest within the following boundaries:—

North-west by the path from Halmillakulama to Pahala Halmillewa through Halmillegala Pansala, south-west by gravel path to Ottappuwa, east by gravel path up to Pahamunegama, and north by the path from Pahamunegama through Dunupotegama and Migahawewa to Halmillakulama, and to convert such trees as are passed by the Divisional Forest Officer into 1,000 broad gauge and 1,000 narrow gauge sleepers, more or less, and to transport and deliver stacked as may be directed by the Divisional Forest Officer, at the Anuradhapura Railway Station depôt, together with all logs passed by the Divisional Forest Officer, as suitable for delivery in the log in terms of clauses 14 (b) 2 and 3 under the general conditions.

Distance of transport 8 to 15 miles.

Service C.

To fell all stamped palu, satin, ranai, and milla trees standing in the Kalawewa irrigable area blocks A and B, within the following boundaries:—

North by Karambewa, Aswedduma, and Palugaswewa villages, east by Hiripitiyagama, Galnewa minor roads, south by Kala-ya, and west by Mahailuppallama estate, and to convert such trees as are passed by the Divisional Forest Officer into 1,000 broad gauge and 1,500 narrow gauge sleepers, more or less, and to transport and deliver stacked as may be directed by the Divisional Forest Officer at

the Talawa depôt, together with all logs passed by the Divisional Forest Officer, as suitable for delivery in the log in terms of clauses 14 (b) 2 and 3 under the general conditions.

Distance of transport about 21 miles.

Note.—Felling operations are to be completed practically by end of May, 1924. Not less than 50 per cent. of the sleepers and logs should be delivered at the delivery depôts by July 31, 1924. The balance to be delivered before September 15, 1924.

J. D. SARGENT,
Conservator of Forests,

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

TENDERS are hereby invited for the services mentioned in the schedule annexed below for the under-mentioned supplies during 1923-24. The areas to be exploited for the supplies and further details are given in the schedule.

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

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

4. Tenders for service "A" should be marked "Tender for Sleeper Supply, Central Division, 1923-24," and those for service "B" should be marked "Tender for the Supply of Timber to Government Departments, Central Division, 1923-24," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, November 27, 1923.

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

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or to furnish approved security within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other necessary information can be obtained, and the draft contract inspected, upon application at the office referred to in section 5. The successful tenderer is required to furnish cash security in a sum not exceeding Rs. 500 only before entering into contract.

9. In the case of service "A" separate rate per sleeper, broad gauge and narrow gauge must be quoted, and in the case of service "B" separate rates (1) per cubic foot of timber in the log, (2) per broad gauge and narrow gauge sleeper from branchwood and top pieces or from logs unfit for delivery in the log, and (3) per cubic foot of scantlings from such remnants or unserviceable logs should be quoted, written both in words and figures.

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

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

12. Contract may not be assigned or sub'et without the authority of the Tender Board, previously obtained.

13. The contractor must not issue a power of attorney to a person whose name is on the list of defaulting contractors, authorizing him to carry on the contract.

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

15. For any further information, application should be made to the Divisional Forest Officer, Central Division, Nuwara Eliya.

GENERAL CONDITION *re* SERVICE "A."

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

(2) Only such trees as are stamped and marked by the Range Forest Officer are to be felled, and no sound trees below 4 feet 6 inches will be marked or should be felled.

(3) All suitable dead and hollow trees and branch-wood within the forests, such as are marked by the Range Forest Officer, though below 4 feet 6 inches in girth, should in addition to all matured sound trees marked by him be utilized for conversion into sleepers as may be directed.

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

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

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

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

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

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

(10) Payment may be made for sleepers accepted by the Divisional Forest Officer at the delivery depôt.

Schedule.

Service A.—To fell a sufficient number of palu and milla trees, standing in the Crown forests in Gangala Udasiya pattu of Matale east of the Dambulla Range; bounded on the north by Amban-ganga, on the south by Kalu-ganga and Wasgamuwa-o-ya, on the east by Mahaweli-ganga, and on the west by Amban-ganga to convert the trees so felled into 1,000 broad gauge and 2,500 narrow gauge sleepers (more or less), to transport the sleepers, stack and deliver them at the Matale Railway Station depôt or Habarana Station, as instructed by the Divisional Forest Officer, Central Division, Nuwara Eliya, or the Range Forest Officer, Matale. The distance is 12 miles to the nearest boundary, 24 miles to the farthest boundary from the 14th milepost on Naula-Pallegama high road, and 42 miles from the nearest boundary to the Matale Railway Station and 24½ miles from Naula to Habarana Railway Station. The felling operations are to be completed practically by April 30, 1924. No less than 30 per cent. of the sleepers shall have been sawn by the end of February, 1924; 70 per cent. by the end of July 31, 1924, and the full number by the end of August, 1924. By the end of March, 1924, not less than 25 of the sleepers shall have been transported and stacked at the delivery depôt; by the end of July, 1924, not less than 50 per cent. by the middle of September, 1924, the full number due on the contract.

Service B.—(1) To fell within 6 inches from the ground by saw or axe and saw combined, log and bark trees of satin, palu, ranai, and milla marked and stamped by the Range Forest Officer, Dambulla, in the Crown forest called Hagalla (enumerated area block B), in Gangala Udasiya pattu, Matale District; and bounded on the north by Athanakadawala-o-ya, on the south by Kattapitiye-o-ya, on the east by Amban-ganga, and on the west by Yoda-ela; to convert the trees so felled into 350 logs of 12 feet and upwards in length and 5 feet and over in girth; to transport and deliver the same at Matale Railway Station or Habarana Station, and to load them into railway trucks. Distance of transport is 36 to 40 miles to Matale Railway Station, and 24½ miles from Naula to Habarana Station.

(2) All suitable branchwood and top pieces from trees felled, and all logs unsuitable for delivery in the log, whether originally marked for such delivery, or further trees within the working area which have reached maturity and have not been marked to be felled for delivery in the log, to be converted into broad gauge and narrow gauge sleepers, or into scantlings as directed by the Divisional Forest Officer, and to be transported and delivered stacked at the Matale Railway Station depôt or at Habarana Station.

(3) Rejected logs, scantlings, or sleepers will not be paid for, but will lapse to Government. The contractor will have no claim in respect of any material sold as rejections.

(4) Work to commence not later than February 1, 1924. Logs to be transported and delivered at the Matale Railway Station or Habarana Station as follows:—

50 logs or more to be delivered before May 15, 1924, the total deliveries by end of July, 1924, to be not less than 250 logs, and the balance of the 350 logs, if any, to be delivered before September 15, 1924.

J. D. SARGENT,
Conservator of Forests.

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

TENDERS are hereby invited for the dieting of prisoners in Fiscal's custody at the Chilaw Jail for the period commencing from January 1, 1924; and terminating September 30, 1924.

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

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

4. Tenders should be marked "Tender for dieting Remand Prisoners, Chilaw Jail," in the left hand top-corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday, November 27, 1923.

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

6. A cash deposit of Rs. 100 will be required to be made at any Kachcheri or at the Chilaw Treasury, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned after signature of the contract.

7. Samples must be deposited, if required.

8. The successful tenderer will be required to furnish cash security in Rs. 100 and to sign a bond for Rs. 500, with two sureties for a like amount, for the due fulfilment of the contract. The names of the sureties should be forwarded with the tender.

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

10. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, nor shall the contractor employ any person to whom the Fiscal, North-Western Province, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

12. Particulars in regard to dieting are as follows:—

Three meals to be served per day as specified below at the hours stated:—

6 A.M. : Morning meal—

Tea with sugar.
Hoppers, three.

11 A.M. : Breakfast—

One measure boiled rice.
Curry, beef or fish.
Curry, vegetable or dhall.

4.30 P.M. : Dinner—

One measure boiled rice (heaped).
Curries, as at breakfast.

13. The contractor shall supply cooked meals and deliver the meals at the Chilaw Jail. He may also be required to deliver a stated number of breakfasts at the Chilaw Police Court.

14. Tenders should quote rate per head per meal. Such quotation should be written both in words and figures.

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

Fiscal's Office,
Kurunegala, November 6, 1923.

T. A. HODSON,
Fiscal.

SEALED tenders will be received by the Chairman, Sanitary Board, Chilaw District, at the Puttalam Kachcheri, up to 2 P.M., on Friday, November 30, 1923, for the following:—

- (1) Scavenging contract, Madampe: Contractor supplying 2 pairs of bulls, 2 carters for the Sanitary Boards carts, 10 adult coolies, and a kangany.
- (2) Scavenging contract, Marawila: Contractor to supply 2 double bullock carts, 2 pairs bulls, and 2 carters.
- (3) Scavenging contract, Nattandiya: Contractor to supply 1 double bullock cart with carter and bulls in each of these towns.
- (4) Scavenging contract, Udappu: Contractor to supply 1 double bullock cart with carter and bulls in each of these towns.
- (5) Lighting contract, Madampe.
- (6) Lighting contract, Marawila.
- (7) Lighting contract, Nattandiya.
- (8) Lighting contract, Udappu.
- (9) Conservancy contract, Madampe.
- (10) Conservancy contract, Marawila.
- (11) Conservancy contract, Nattandiya.
- (12) Conservancy contract, Udappu.
- (13) Contract for the purchase of rubbish and sweepings, Madampe.
- (14) Contract for the purchase of rubbish and sweepings, Marawila.
- (15) Contract for the purchase of rubbish and sweepings, Nattandiya.
- (16) Contract for the purchase of rubbish and sweepings, Udappu.
- (17) Water cart contract, Madampe: Contractor to supply 2 bulls and a cooly to work Sanitary Board cart.

2. Tenders should be endorsed clearly, e.g., "Tender for the Scavenging Contract of Madampe for the year 1924," as the case may be, and should be made on a deposit of Rs. 5.

3. In the case of tenders for scavenging the tenderers should state separately in their tenders the rates at which they are prepared to work the scavenging cart or carts per mensem.

- (a) Taking over the rubbish and sweepings themselves and depositing them outside the Sanitary Board limits.

(b) Making over the rubbish and sweepings to the Board at a dumping ground to be fixed by it within $\frac{1}{2}$ mile of the outer limits of the Sanitary Board.

4. In the case of the contracts for lighting—

- (1) At Madampe the contractor will be required to light 18 petrol lamps and 10 kerosine oil lamps.
- (2) At Marawila 5 petrol lamps.
- (3) At Nattandiya 6 petrol lamps.
- (4) At Udappu 1 kerosine oil lamp.

5. In the case of the conservancy contract, the contractor will be required to conserve the public latrines within the Sanitary Board limits.

- (1) At Madampe (the Sanitary Board supplies a double latrine cart, contractor to supply bulls and driver).
 - (2) At Marawila
 - (3) At Nattandiya
 - (4) At Udappu
- } The contractor to supply a cart, bulls, and a carter.

6. The tenderers for each contract will be required to furnish cash security for 10 per cent. of the amount tendered for, for the due performance of his contract.

7. The Board does not bind itself to accept any tender.

8. Further particulars can be obtained from the Sanitary Board Office, Puttalam Kachcheri.

Sanitary Board Office, S. M. P. VANDERKOEN,
Puttalam, November 5, 1923. for Chairman.

SEALED tenders will be received by the Chairman, Sanitary Board, Puttalam District, at the Puttalam Kachcheri up to 2 P.M., on Friday, November 30, 1923, for the following:—

- (1) Scavenging contract, Kalpitiya (the contractor to supply 2 double bullock carts, bulls, and carters).
- (2) Lighting contract, Kalpitiya (the contractor will be required to light 12 kerosine oil lamps).
- (3) Contract for the purchase of rubbish and sweepings, Kalpitiya Sanitary Board Town.

2. Tenders should be endorsed clearly, e.g., "Tender for the Scavenging Contract of Kalpitiya," or as the case may be, and should be made on a deposit of Rs. 5.

3. In the case of tenders for scavenging, the tenderers should state separately in their tenders the rate at which they are prepared to work the scavenging cart per mensem.

- (a) Taking over the rubbish and sweepings themselves and depositing them outside the Sanitary Board limits.

(b) Making over the rubbish and sweepings to the Board at a dumping ground to be fixed by it within $\frac{1}{2}$ mile of the outer limits of the Sanitary Board.

4. The tenderer for each contract will be required to furnish cash security for 10 per cent. of the amount tendered for, for the due performance of his contract.

5. The Board does not bind itself to accept any tender.

6. Further particulars can be obtained from the Sanitary Board Office at the Puttalam Kachcheri.

Sanitary Board Office, S. M. P. VANDERKOEN,
Puttalam, November 5, 1923. for Chairman.

TENDERS are hereby invited for the work of repairing the Salt Stores, Nos. 8 and 5, at Nachchikally.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tender for repairing the Salt Stores, Nos. 8 and 5, at Nachchikally," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 P.M. on November 21, 1923.

3. The intending tenderer should before sending his tender to the Assistant Government Agent deposit a sum of Rs. 10 at any Kachcheri under the head of "Tender Forms," and should annex to his tender the receipt obtained for the deposits of the sum.

4. This sum of Rs. 10 will be held by the Assistant Government Agent as security for tenders entering into the contract with him—in the event of his tender being accepted—for carrying out the work in a satisfactory manner, and will be confiscated if he fail to enter into such a contract within a reasonable time after his tender was accepted.

5. The tenderer should name an address at Puttalam, where letters for him may be left or delivered.
6. The work should be completed within three weeks after the contract was entered into.

Description of the Work to be done.

All the decayed or otherwise worthless cadjan, timber, and other materials that are on the buildings now should be removed and replaced by new and sound materials.

The roof of the stores mentioned above should be re-thatched with new cadjan.

Pootus should be placed thereon to serve as weights. They should be firmly attached to the roof.

The gable fences should be re-thatched.

The floor should be levelled and stamped.

In stores Nos. 8 hinges should be fixed to the door shutter.

In store No. 5 the damage portion of the side fence should be rebuilt.

In stores Nos. 5 and 8 the side walls should be repaired, the bulges therein being straightened; also the roof should be dismantled and rebuilt before being re-thatched.

Puttalam Kachcheri, S. P. M. VANDERKOEN,
November 1, 1923. for Assistant Government Agent.

SEALD Tenders, marked on the envelopes "Tender for transporting and weighing Salt into Government Stores at Nachchikalli," 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 Nachchikalli salterns the salt collected in them during the maha manufacture of 1923, and weighing and storing the same in the salt stores at Nachchikalli.

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

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended November 3, 1923.

Births.—The total births registered in the city of Colombo in the week were 137 (3 Europeans, 9 Burghers, 86 Sinhalese, 18 Tamils, 17 Moors, 3 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 28.5, as against 22.7 in the preceding week, 25.3 in the corresponding week of last year, and 27.9 the weekly average for last year.

Deaths.—The total deaths registered were 147 (1 European, 6 Burghers, 82 Sinhalese, 25 Tamils, 21 Moors, 5 Malays, and 7 Others). The death-rate per 1,000 per annum was 30.6, as against 29.8 in the previous week, 29.1 in the corresponding week of last year, and 31.2 the weekly average for last year.

Infantile Deaths.—Of the 147 total deaths, 31 were of infants under one year of age, as against 38 in the preceding week, 31 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 13.

Principal Causes of Death.—1. (a) Seventeen deaths from *Pneumonia* were registered, 7 in Maradana hospitals (including 2 deaths of non-residents), 2 each in Kotahena South and Maradana South, and 1 each in St. Paul's, Kotahena North, Maradana North, Maradana East, Slave Island, and Kollupitiya, as against 18 in the previous week, and 22 the weekly average for last year.

(b) Three deaths from *Influenza* were registered, 1 each in St. Paul's, San Sebastian, and Kotahena South, as against 2 in the previous week, and 6 the weekly average for last year.

(c) Two deaths from *Bronchitis* were registered, 1 each in San Sebastian and Maradana East, as against 1 in the previous week, and 4 the weekly average for last year.

2. Seventeen deaths from *Phthisis* were registered, 7 in Maradana hospitals (including 2 deaths of outsiders), 3 each in St. Paul's and Kollupitiya, 2 in Slave Island, and 1 each in Maradana South and Wellawatta South, as against 11 in the previous week, and 12 the weekly average for last year.

3. Three deaths from *Enteric Fever* were registered, 2 in Maradana hospitals (including 1 death of a non-resident) and 1 in St. Paul's, same as in the previous week, and against 4 the weekly average for last year.

4. Three deaths from *Plague* were registered, 1 each in Kotahena North, Maradana hospital, and Slave Island, as against 1 in the previous week, and 2 the weekly average for last year.

5. Eleven deaths were registered from *Infantile Convulsions*, 7 from *Debility*, 6 from *Diarrhoea*, 5 from *Enteritis*, 2 each from *Dysentery*, *Worms*, *Tetanus*, and *Puerperal Septicæmia*, and 65 from *Other Causes*.

6. Twenty-three of *Chickenpox*, 14 of *Enteric Fever*, and 2 of *Plague* were reported during the week, as against 4, 17, and 3, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 79.4°, against 79.3° in the preceding week, and 79.3° in the corresponding week of the previous year. The mean atmospheric pressure was 29.856 in., against 29.852 in. in the preceding week, and 29.869 in. in the corresponding week of the previous year. The total rainfall in the week was 4.57 in., against 3.90 in. in the preceding week, and 4.24 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, November, 6, 1923.

FRED. L. ANTHONISZ,
for Registrar-General.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying in B 1 Warehouse, beyond the time allowed by law, will be sold by public auction on Tuesday, December 4, 1923, at 1 P.M., unless previously cleared. Goods must be cleared on or before Friday, December 7, 1923 :—

| Entry No. and Date. | Vessel. | Marks. | Description. |
|-------------------------|------------|--------------------------|---------------------|
| F 275 September 6, 1920 | ss. Dunera | J. F. & Co. in a diamond | 6 cases ginger wine |

H. M. Customs,
Colombo, November 3, 1923.

R. O. DE SARAM,
for Principal Collector.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at Indian Goods Shed, Maradana, beyond the time allowed by law, will be sold by public auction on Tuesday, December 11, 1923, at 1 P.M., unless previously cleared. Goods must be cleared on or before Friday, December 14, 1923 :—

| Vessel and Date. | Invoice No. | Consignee. | Marks. | Description. |
|------------------------|----------------------------|----------------|-----------|----------------|
| ss. Curzon, July 23 | Cananore 89, July 14, 1923 | — | No. 31 | 1 case beedies |
| Do. | do. 86, July 13, 1923 | — | P. S. 174 | 1 do. |
| Do. July 28 | do. 91, July 16, 1923 | P. A. R. Kutty | PAK/32 | 1 do. |
| Do. | do. 92, July 17, 1923 | P. Moidoo | PS/175 | 1 do. |
| ss. Hardinge, August 1 | do. 93, July 18, 1923 | T. Amoo | TA/626 | 1 do. |
| Do. | do. 97, July 20, 1923 | P. Moidoo | PS/176 | 1 do. |
| Do. | do. 98, July 20, 1923 | T. Ayooob | — | 1 do. |

H. M. Customs,
Colombo, November 6, 1923.

B. G. DE GLANVILLE,
for Principal Collector.

Statement showing the Importation of Rice into the different Ports of Ceylon during the Week ended November 3, 1923.

| Ceylon Port. | Port of Origin. | Number of Bags. |
|--------------|-----------------|-----------------|
| Colombo | Adirampatam | 564 |
| Do. | Calcutta | 21,852 |
| Do. | Karachi | 3,542 |
| Do. | Rangoon | 36,263 |
| Do. | Tuticorin | 4 |
| Do. | Dhanushkodi | 3,811 |
| Galle | Peralam | 273 |
| Kayts | Tuticorin | 116 |
| Do. | Adirampatam | 45 |
| Do. | Negapatam | 347 |
| Beruwala | Negapatam | 400 |
| Jaffna | Toppaturai | 177 |
| Other Ports | Nil. | Nil. |

(2,502 bags shipped during the week.)

H. M. Customs, B. G. DE GLANVILLE,
Colombo, November 6, 1923. for Principal Collector.

Change of Management.

NOTICE is hereby given that Lieut.-Colonel H. B. Colledge has been appointed Manager of the schools mentioned below, in place of Colonel H. Gladstone Millner :—

Schools referred to.

Salvation Army Schools in Ceylon.

Education Office, L. MACRAE,
Colombo, October 30, 1923. Director of Education.

Norwood-Upcot road, Central Province.

THE above road will be closed to traffic at the temporary bridge near the 1st milepost, from November 26 to 29, 1923, inclusive, while the work of strengthening the bridge is in progress.

Public Works Office, A. H. F. CLARKE,
Colombo, November 5, 1923. for Director of Public Works.

Sale of the Building and Premises known as the Soldiers' and Sailors' Home, Colombo.

NOTICE is hereby given that the Principal Collector of Customs and the Master-Attendant, Colombo, will receive sealed tenders for the purchase of the building and premises known as the Soldiers' and Sailors' Home, Colombo, situated in Norris road, opposite the Colombo Fort Railway Station, and presently occupied by the Young Men's Christian Association, subject to the conditions hereinafter mentioned.

The tenders which must be in sealed envelopes, addressed to the Principal Collector of Customs and superscribed "Tender for the purchase of the Soldiers' and Sailors' Home, Colombo," will be received at the Office of the Principal Collector of Customs, until 12 noon on Friday, November 23, 1923, when they will be opened. All persons making the tenders will be required to be present or to satisfy the Principal Collector and the Master Attendant by some duly accredited agents that the tender is made *bona fide*.

Any further information can be obtained on application to the Principal Collector of Customs, at H. M. Customs, Colombo.

G. F. HOLT,
Master Attendant.

R. N. THAINE,
Principal Collector.

Trustees, Soldiers' and Sailors' Home, Colombo.

H. M. Customs,
Colombo, November 3, 1923.

Conditions.

1. The successful tenderer will be required to deposit with the Trustees one-tenth of the purchase amount within one day of the acceptance of the tender being communicated to him and the balance within one month from the said date.
2. The Trustees will not be able to deliver possession of the building until January 1, 1924, and they reserve the right to alter this date.
3. Assessment taxes due on the building up to December 31, 1923, will be paid by the Trustees.
4. The Trustees reserve to themselves the right, without question, of rejecting all or any tenders.

Tender for Lease of Railway Reserve Land.

TENDERS are invited for the lease for a period of four years and ten months from December 1, 1923, of the under-mentioned lands.

2. All tenders should be in duplicate and sealed under one cover and should be addressed to the General Manager of the Railway, Colombo.

3. Tenders should either be deposited in the Office of the General Manager of the Railway, or be sent through the post.

4. Tenders should be marked "Tender for the Lease of Railway Reserve Land between 6½ miles and 7 miles on the Main Line" in the left-hand corner of the envelope, and should reach the Office of the General Manager of the Railway not later than midday on Tuesday, November 20, 1923.

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

6. All alterations or erasures in tenders shall bear the initials of the tenderer, otherwise the tenders will be treated as informal and rejected.

7. A deposit of Rs. 10 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

8. Rent for the year shall be paid within ten days of acceptance of tender being notified, and thereafter annually in advance.

9. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled, and any offers received containing conditions not mentioned herein will be rejected without question.

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

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

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

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

14. The tenderer should state in words and figures the annual rent he is willing to pay for a lease of the site referred to above.

15. The lessee shall utilize the land for the purpose of taking the produce therefrom, to cultivate areas approved by the General Manager with vegetables and to let on monthly tenancy, if desired, the buildings standing thereon.

16. Any cattle or other animals that may be kept on the land should not be allowed to trespass on the public road or on the railway line.

17. The lessee or his employees, or his tenants shall not cut down any trees or plants, or interfere with any existing fence, boundary, or buildings.

18. The lessee shall not remove or permit to be removed any plants, trees, sand, gravel, &c., from the said premises, and further he is not to spoil or damage any portion of the said land.

19. The lessee shall from time to time substantially repair and maintain all boundary marks and hedges,

mounds, and banks, fences, drains, and ditches which indicate the boundaries of the premises hereby demised.

20. The lessee shall pay all rates and taxes and fully comply with the Sanitary Board or Village Committee's regulations.

21. The lessee shall thoroughly weed and keep the land clean, and maintain and care for all the trees standing on the land in a husbandlike manner. He shall also maintain and keep in good repair the buildings standing on the land.

22. The lessee shall not assign, transfer, or mortgage the premises hereby demised.

23. The lessee shall not erect any buildings on the said land without the written consent of the General Manager.

24. If the whole or any portion of the said land is required by the Railway Department before the expiry of this lease, such whole or portion thereof shall be surrendered on one month's notice being given in writing by the lessor, in which case a proportionate refund or reduction in the rental, per acre will be made for the unexpired period of this lease. Provided, however, in the case of slips, washaways, or damage to the railway line, or in any other case of emergency, the lessor shall be at liberty to enter upon the land without any formal notice and repossess same for the use and benefit of the Railway Department without claim on the part of the lessee for any compensation whatsoever save only in the matter of a refund to lessee of so much of the rent as may have been paid for the unexpired portion of this lease.

25. The lessee shall permit the lessor his Agent or Agents or Surveyors at all reasonable hours during the said period to enter upon the land to inspect the condition thereof. Further he shall also permit Lessor's Surveyors and other employees of the Railway Department to enter upon the land to carry out surveys, &c., that may become necessary.

26. The lessee shall undertake that marks, pickets, trenches, &c., erected or constructed for the purpose of the railway are not removed or in any manner interfered with.

27. In the event of any breach of the foregoing conditions, the General Manager of the Railway shall be at liberty to resume possession of the lands hereby demised and eject the lessee and his tenants therefrom without compensation.

28. The General Manager reserves to himself the right to reject the highest or any tender.

29. The lessee shall at the expiration or sooner determination of the lease, deliver up possession of the leased land to the General Manager or any officer authorized by him, in good order and condition without any damage being done to the land.

30. Any other necessary information can be ascertained upon application at the Office of the General Manager of the Railway, Colombo.

Land referred to.

Railway reserve land on the west side of the railway, situated within the villages of Gongitota and Enderamulla, in Adikari pattuwa of Siyane korale west in the Colombo District, of the Western Province, recently acquired under P. P. 17,657, and comprising only the whole of lots 1 to 22 and 24 to 26; and only parts of lot 23 in extent about 3 roods and 3 perches, and lot 27 in extent about 1 rood and 18 perches. The areas under the above altogether contain in extent about 11 acres and 5 perches.

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

T. E. DUTTON,
General Manager.

Rinderpest.

WHEREAS rinderpest has broken out in the land called Halgahawatta, at Wattala, 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 D. J. Gunaratna, east by field, south by land belonging to K. Engallina Perera, and west by Colombo-Negombo high road.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, October 30, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the land called Ambagahawatta, at Peliyagodawatta 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 R. J. Fernando, east by Colombo-Negombo high road, south by a portion of Ambagahawatta, and west by Kelani river.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, October 30, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Atigala, in Hewagam 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 Kelani-ganga, south by the bridge at Waturana, east by Pusseli-oya, and west by Henpita-oya and bridge.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, October 31, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Mudungoda, 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 Orutota Village Committee road, east and south by Kandy road, and west by fields.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, October 31, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the land called Delgahawatta, at Wattala 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 Davit Silva, east by cart road, south by land belonging to Manuel Fonseka, and west by field belonging to Davit Silva.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 1, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the land called Weragodellewatta, at 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 railway line to Kolonnawa, east by railway line to Kelaniya, south by Kittanpahuwa-ela, and west by Heen-ela.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 1, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Hunupitiya, 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 Mullendiyawala, east by Padiliyatuduwa village boundary, south by Wewelduwa village boundary, and west by Hunupitiya Padiliyatuduwa Village Committee road.

This declaration is to take effect from this date.

The Kachcheri, W. A. WEERAKOON,
Colombo, November 2, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Welicanna, in Hewagam 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 Kahahena village boundary, east by Siriniwesa estate, south by Pelpola village boundary, and west by Weliowitakanda.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 2, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the land called Pawuluwagodella at Peliyagodapattiya 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 and west by railway road, south by Colombo-Kandy high road, and east by a portion of Pawuluwagodella.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 2, 1923. for Government Agent.

Rinderpest.

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

The area bounded on the north and west by railway line, east by Beragalla-dola, and south by portion of Pusselidangara.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 3, 1923. for Government Agent.

Rinderpest.

WHEREAS by proclamation dated October 8, 1923, and published in the *Government Gazette* No. 7,354 of October 12, 1923, the land called Gallagewatta, at Peliyagoda Gangaboda in Alutkuru korale, south of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said area, it is hereby notified and declared that it is free from rinderpest, and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 3, 1923. for Government Agent.

Rinderpest.

WHEREAS by proclamation dated October 22, 1923, and published in the *Government Gazette* No. 7,358 of October 26, 1923; the village known as Alutgama-Gampaha, in Siyane korale, west of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said area, it is hereby notified and declared that it is free from rinderpest, and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 3, 1923. for Government Agent.

Rinderpest.

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

The area bounded on the north by Ambagahawatta, east by Carolis Appu's land, south by Alubogahawatta, and west by Henaratgoda-Gampaha Village Committee road

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 5, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the village Petiyagoda 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 Thorane, Kelaniya road, Naramminiya junction, east by deniya, dewata road, south by Naramminiya-oya, and west by Peliyagodapattiya village boundary.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 5, 1923. for Government Agent.

Rinderpest.

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

The area bounded on the north by land belonging to H. Romanis Appu, east by cart road, south by lands belonging to R. A. de Alwis and others, and west by fields belonging to Davit Silva.

This declaration is to take effect from this date.

The Kachcheri, R. J. PEREIRA,
Colombo, November 5, 1923. for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in Udakumbura village in Kiraweli pattu east of Beligal korale, Kegalla District: It is hereby declared that the area bounded on the north by Gasnawa village, east by Ballapana village, south by Dedigama village, and on the west by Mahena 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 November 2, 1923.

H. L. HOPPER,
The Kachcheri, for Assistant Government Agent.
Kegalla, November 5, 1923.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Muwagama, in the Meda pattu of Nawadun korale, Ratnapura District, Province of Sabaragamuwa: It is hereby declared that the area bounded on the—

North by Kalu-ganga;
South by Potgulkanda;
East by village boundary of Getangama;
West by Durainne-ela;

is infected in terms of section 5, (1) and (2), of Ordinance No. 25 of 1909.

This declaration will take effect from November 2, 1923.

Ratnapura Kachcheri, S. S. NAVARATNAM,
November 2, 1923. for Government Agent.

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

THE following person was licensed during the month of September to carry on trade or business of auctioneer within the limits of the Panadure 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:—

1. H. Thomasz Fernando, Walana, Panadure.

A. S. GOONEWARDENE,
Chairman.

The Urban District Council Office,
Panadure, November 7, 1923.

Urban District Council, Chilaw.

NOTICE is hereby given that the under-mentioned property seized in virtue of a warrant issued by the Chairman, Urban District Council, Chilaw, in terms of Ordinance No. 6 of 1910, for arrears of assessment tax due on the premises for the 2nd quarter, 1923, will be sold by public auction at this office on Thursday, November 29, 1923, at 11 A.M.

Office of the Urban District Council, N. J. MARTIN,
Chilaw, November 2, 1923. Chairman.

| Premises No. | Property seized. | Name of Owner. |
|--------------|------------------|---------------------------|
| 841 | Waste land | Heirs of Rahimsa Natchiya |
| 942 | Do. | do. |
| 1013 | Do. | Mrs. G. V. E. Perera |

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 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 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, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as Agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, 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 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 "Miyawawita (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 declinature 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 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.

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 :

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

[Second Publication]

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 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 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. — *W*

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 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.

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.

MEMORANDUM OF ASSOCIATION OF POONAGALLA VALLEY CEYLON COMPANY, LIMITED.

1. The name of the Company is "POONAGALLA VALLEY CEYLON 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—
 - (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. SHARRÖCKS, 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 33 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 33 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 net 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 meeting 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 Shareholders 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, Nadukka, 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 taken to 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, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the 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. MATTHEWS.
T. CUMING.
A. N. BRUCE.
F. N. SUDLOW.

Witness to the above signatures :

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

MEMORANDUM OF ASSOCIATION OF CLAY PRODUCTS, LIMITED.

1900
Op. 78
3 sheets

1. The name of the Company is "CLAY PRODUCTS, LIMITED."

2. The registered office of the Company is at Victoria Arcade, Colombo.

3. The objects for which the Company is established are—

- (a) To carry on the business of manufacturers, merchants, and dealers in bricks, roofing, flooring and wall tiles, sanitary pipes, and drain pipes, and all other kindred and similar products.
- (b) To acquire lands either by purchase or lease anywhere in Ceylon for the manufacturing and storing in of bricks and tiles of all descriptions and sanitary and drain pipes and all other kindred and similar products.
- (c) To carry on the business of agents, representatives, warehousemen, and storekeepers of and for manufacturers and exporters in Europe or other countries of bricks, tiles, pipes, and porcelains for gains and profits.
- (d) To enter into similar agreements and contracts for the sale or for the purchase of bricks and tiles of all descriptions and sanitary and drain pipes of all kinds and all similar products.
- (e) To devise patents and trade marks for bricks, tiles, and pipes manufactured by the Company and to have such patents and trade marks registered, and to acquire or purchase patents, trade marks, and rights of inventions to products similar to those manufactured by the Company for the use, benefit, and advantage of the Company.
- (f) To create, establish, and maintain agency or agencies in any part of the Island for the manufacture and sale of bricks, tiles, and pipes, and all other kindred and similar products for the exclusive use and advantage of the Company, and at the will and pleasure of the Company to terminate or determine them, to establish and maintain warehouses and store-houses for storing and disposing of the products of the Company or products manufactured for the exclusive use of the Company.
- (g) To carry on any other business which the Company may from time to time decide to carry on.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Rupees Fifty thousand (Rs. 50,000), divided into Five hundred shares of Rupees One hundred each.

We, the several persons whose names and addresses are subscribed herein below, 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 as are set opposite our respective names :—

| Names and Addresses of Subscribers. | Number of Shares taken by each. |
|-------------------------------------|---------------------------------|
| JAS. L. ROSS, Colombo | One |
| S. M. PRINS, Colombo | One |
| S. A. M. THAVOOS, Colombo | One |
| G. M. SILVA, Colombo | One |
| CLIFFORD LAKE, Colombo | One |
| W. A. BOTEJU, Colombo | One |
| K. SIMON SILVA, Colombo | One |
| Total Shares taken | Seven |

Witness to the signature and identity of the above-named signatories who signed their names at Colombo on this the 14th day of August, 1923 :

J. H. RASIAH JOSEPH,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF CLAY PRODUCTS, LIMITED.

THE regulations contained in Schedule C annexed to the "Joint Stock Companies Ordinance, No. 4 of 1861," shall apply to this Company, except the following alteration in respect of rule No. 48, viz., "The holding of an office or place of profit under the Company shall not constitute a disqualification for directorate in the Company."

- JAS. L. ROSS, Colombo
- S. M. PRINS, Colombo
- S. A. M. THAVOOS, Colombo
- G. M. SILVA, Colombo
- CLIFFORD LAKE, Colombo
- W. A. BOTEJU, Colombo
- K. SIMON SILVA, Colombo

Witness to the signature and identity of the above-named signatories who signed their names at Colombo on this the 14th day of August, 1923 :

J. H. RASIAH JOSEPH,
Proctor, Supreme Court.

[First Publication]

The Hakgalla Tea Estate Company of Ceylon, Limited.

NOTICE is hereby given that the creditors of the above-named Company are required on or before December 12, 1923, to send their names and addresses and the particulars of their debts or claims to Harold Douglas Thornton of Prince building, Colombo, the Liquidator of the said Company, and if so required by notice in writing from the said Liquidator to come in and prove their said debts or claims at such time and place as shall be specified in such

notice, or in default thereof they will be liable to be excluded from the benefit of any distribution of the assets of the said Company.

All persons owing money to or in possession of property belonging to the Hakgalla Tea Estate Company of Ceylon, Limited, are hereby required to pay to me such money, or to hand over to me such property forthwith.

H. D. THORNTON,
Liquidator.
Colombo, November 6, 1923.

18

Op. 81-82ab3

Hagalla Tea Estate Company of Ceylon, Limited.
(In Liquidation.)

NOTICE is hereby given that at an Extraordinary General Meeting of the Shareholders of this Company held on Wednesday, October 31, 1923, the following resolution was duly passed and confirmed:—

“That the Company be wound up voluntarily.”

Notice is also given that Mr. Harold Douglas Thornton, Chartered Accountant of Prince building, Colombo, has been appointed Liquidator of the Company.

CUMBERBATCH & Co.,
Colombo, November 6, 1923. Agents and Secretaries.

The Coop, Limited.

NOTICE is hereby given that the Eighth Annual Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, Nos. 31 and 32, Chatham street, Fort, on Friday, November 16, 1923, at 3 P.M.:—

- (1) To receive the report of the Directors and statement of accounts for the year ended January 31, 1923.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To appoint an Auditor.
- (5) Any other business that may be brought before the Meeting, due notice of which has been given.

Any Shareholder unable to attend this Meeting may appoint some Shareholder to act as his proxy. A legal form (which must be deposited duly executed at the registered office of the Company before 3 P.M. on November 16, 1923) may be obtained from the undersigned on application.

The Transfer Books of the Company will be closed from November 1 to 16, 1923, inclusive.

By order,
F. B. GONSAL,
Secretary.

Colombo, November 5, 1923.

Colombo Fuel Stores, Limited.

NOTICE is hereby given that a Meeting of the Subscribers to the Memorandum and Articles of Association of the Company will be held at the registered office of the Company at Nafessa buildings, No. 14, Norris road, Colombo, on Saturday, the 17th instant, at 5.30 P.M.

Business

1. To amend the Articles of Association of the Company by appointing Messrs. K. V. Markandan, Mudaliyar of Colombo, and D. J. R. Gungwardena of Waga, in place of Messrs. J. H. Meedeniya and C. M. Nilgiria, as Directors of the Company.
2. To discuss the details as to the working of the Company.
3. Any other business that may be duly brought before the Meeting.

N.B.—If the above resolution is passed, the meeting confirming the same will be held on Monday, December 3, 1923, at 5.30 P.M., at the registered office.

By order of the signatories,
14, Norris road, D. A. AMERESKERE,
Colombo, November 8, 1923. Secretary.

Auction Sale.

In the District Court of Colombo.

Antony Zarephe of Colombo Plaintiff.
No. 6,157. Vs.

- (1) Uduma Lebbe Marikar Majith Umma, wife of (2)
Oduma Lebbe Marikar Mohamad Mohideen of No.
101, First Division, Maradan Defendants.

UNDER and by virtue of the commission issued to me and the decree entered in the above action, I shall put up for sale by public auction on Tuesday, December 4, 1923, at 5 P.M., at the spot—

Premises bearing assessment No. 109, Sea street, Colombo, containing in extent 5 29/100 square perches.

For further particulars apply to Messrs. De Vos & De Saram, Colombo, or to me:

J. G. VANDERSMAGT
of A. Y. DANIEL & SON,
Auctioneers and Brokers.

4, Baillie street, Fort.
Phone 289.
Telegrams “Lions.”

Auction Sale.

UNDER the orders of the District Court of Colombo in insolvency case No. 2,749, I shall sell on Monday, December 3, 1923, at 4 P.M., at No. 86, Dam street (office of Mr. J. H. Rasiah Joseph, Proctor), Colombo, an undivided half share of all that land called Befunodakanda, with the house standing thereon, situated at Boragampita in the Gangaboda pattu, in the District of Galle; and containing in extent 29 acres and 39 perches.

This property is situated close to the Galle town, and is extensively planted with coconut, cinnamon, &c.

For particulars of title, &c., apply to Mr. J. H. Rasiah Joseph, Proctor, Dam street, Colombo.

S. H. SELVAM JOSEPH,
Colombo, November 7, 1923. Auctioneer and Broker.

Auction Sale.

Valuable Coconut Property close to the Ambalanga Railway Station at a Distance of 1-2 Miles.

BY virtue of a commission issued to me by the District Court of Colombo in case No. 9, I shall sell on Saturday, December 15, 1923, at 11 A.M., at No. 88, Dam street, Colombo, office of Mr. S. Somasunderam, Proctor and Notary, the entire land called Raminidura situated at Madampe in the Wellaboda pattu, in the District of Galle; and containing in extent 48 acres and 7 perches.

This land is fully planted with coconut, while there are many other fruit trees, lime quarry, and many new bungalows.

For further particulars apply to S. Somasunderam, Esq., Proctor and Notary, Dam street, Colombo.

S. H. SELVAM JOSEPH,
Colombo, November 7, 1923. Auctioneer and Broker.

Auction Sale.

A Valuable House Property in the Panadure Town and a Rubber Estate in the Ratnapura District, close to the Ratnapura Town.

BY virtue of a commission issued to me by the District Court of Colombo in case No. 4,053, I shall sell by public auction on the dates mentioned and time the following:—

On Saturday, December 8, 1923, at 8 A.M.,
at the spot, at Panadure.

All that land called Eddenugahawattekattiya, situated at Pattiya in Panadure totamune, in the District of Kalutara; in extent 3 roods and 23 perches.

On this land is a big and substantial house, many coconut trees, and other fruit trees; this is situated in an ideal spot at a distance of about 5 minutes' walk from the Panadure railway station.

On Saturday, December 8, 1923, commencing
from 1 P.M. at the spot.

The following lands which form an entire block of land; in extent about 30 acres of fully planted and tapping rubber, and other plantations, such as coffee, coconut, &c.

1. All that land called Navinnakelle, situated at Ketaliyanpalla in Udupattu south of Kuruwila korale, in the District of Ratnapura; in extent 6 acres and 28 perches.

2. All that land called Navinnamukalana, situated as aforesaid; containing in extent about 3 acres 3 roods and 27 perches.

3. All that land called Navinnakel'e, situated as aforesaid; in extent about 7 acres 1 rood and 6 perches.

4. All that land called Thalagedarawatta, situated as aforesaid; in extent 3 roods and 35 perches.

5. All that land called Gallengawahena and Anukgalahena, situated at Kahangama in Udupattu aforesaid; in extent about 4 acres.

6. All that land called Mirikumburagodallehena, situated at Kahangama aforesaid; containing in extent 5 acres.

7. All that field called Maveekumburadeniyaveniya, situated at Ketaliyanpalla aforesaid; in extent 2 amunams of paddy sowing.

8. An undivided 5/6 share of the land called Maveekumburadeniyagodakele, situated as aforesaid; containing 1 amunam of paddy sowing.

For particulars of titles, &c., apply to Mr. J. H. Rasiah Joseph, Proctor, Supreme Court, Dam street, Colombo.

S. H. SELVAM JOSEPH,
Colombo, October 20, 1923. Auctioneer and Broker.

Auction Sale.
BY virtue of commission issued to me in the case No. 8,649, District Court of Colombo, I will sell by public auction at the spot on Saturday, November 24, 1923, at 3.30 P.M., for recovery of Rs. 1,000, interest and costs due under the mortgage decree entered in the said case, the following premises, to wit:—

Undivided portion of land, in extent 2 acres, with trees and plantations thereto belonging, out of undivided 1/2 share of portion of Nagahawatta, situated at Keregala in Ganga-boda pattu, Siyane korale, in extent about 6 acres.

For particulars apply to H. A. Abeyewardene, Esq., Proctor, Supreme Court, and Notary, or to me—

November 5, 1923. A. AMIT,
Auctioneer and Broker.

Auction Sale under Mortgage Decree, D. C., Colombo, No. 4,284.

UNDER decree entered against E. C. de Fonseka, and by virtue of commission issued to me in the above case, I shall sell the following lands specially bound and executable for the recovery of the amount therein stated:—

On Friday, November 30, 1923, at 4 P.M., at No. 1, Hulftsdorp.

1. All that and those the estates, plantations, and premises called and known as Lindhurst, comprising the following allotment of land which adjoin each other and form one property:—

(a) An allotment of land called Kudumirismukalana, situate in Conagala village in Dehigampal korale; containing in extent 75 acres.

(b) An allotment of land called Jambugahamulahena and other chenas, situate in Conagala village; containing in extent 46 acres.

(c) An allotment of land called Kalahugahahena and Kekuna-atulahena, &c., situate in Dehiowita; containing in extent 140 acres and 2 roods.

(d) An allotment of land (being stream reservation), situate in Dehiowita; containing in extent 13 perches.

(e) An allotment of land (being stream reservation), situate in Dehiowita; containing in extent 28 perches.

(f) An allotment of land (being stream reservation), situate in Dehiowita; containing in extent, exclusive of the stream passing through the land, 2 roods and 20 perches.

(g) An allotment of land (being stream reservation), situate in Dehiowita; containing in extent 2 roods and 20 perches.

(h) An allotment of land (being stream reservation), situate in Dehiowita; containing in extent 30 perches.

(i) An allotment of land (being stream reservation), situate in Dehiowita; containing in extent 2 acres 2 roods and 27 perches.

(j) An allotment of land (being stream reservation along the Gonakaela-oya), situate at Dehiowita; containing in extent 5 acres and 31 perches.

(k) An allotment of land (being stream reservation on Epilagala-dola), situate in Dehiowita; containing in extent, exclusive of the path passing through the land, 6 acres and 22 perches.

2. All that estate and plantation called and known as Cheriton, comprising the allotment of land called Mukkelah-kootah, situate in Puwakpitiya; containing in extent 23 acres and 15 perches.

On Saturday, December 1, 1923, commencing at 9 A.M., at the respective spots.

1. All those two allotments of land called Madatiyagahawatta and Dangahaowita forming one property, bearing assessment No. 99 (1-2), Ward No. 533, Thimbirigasyaya road; containing in extent 4 acres 3 roods and 4 perches.

2. All those four allotments of land called Davichchiyawatta which form one property, bearing assessment No. 97 (1-2), Ward No. 531, Thimbirigasyaya road, exclusive of the road passing through the land; containing in extent 1 acre 3 roods and 32 perches.

3. All that allotment of land called Madangahawatta alias Pelawatta, bearing assessment No. 5, Ward No. 424, Jawatta road; containing in extent 2 roods and 13 perches. Further particulars from S. Somasunderam, Esq., Proctor and Notary, Hulftsdorp, or—

131, Hulftsdorp, C. P. AMERASINGHE,
Colombo, October 10, 1923. Auctioneer and Broker.

Auction Sale.

A Fine Residential Property, Five Minutes' Walk from Dehiwala Railway Station.

UNDER instructions from the administratrix and with the authority of the District Court of Colombo in testamentary proceedings No. 5,811, I shall sell by public auction on Saturday, November 24, 1923, at the spot, at 5 P.M., viz.:—

All those two contiguous allotments of land called Kathagahawatta (marked A) and Madangahawatta alias Gonnagahawatta (marked B), with the buildings and plantations thereon, now forming one property, situated at Karagam-pitiya and Gallkissa, respectively, in the Pallo pattu of Salpiti korale, in the District of Colombo, Western Province; containing in extent 2 roods and 15/6 perches.

For further particulars please apply to R. C. Perera, Esq., Proctor, Supreme Court, and Notary, or to me—

FRANCIS F. KRISHNAPILLAI,
119, Hulftsdorp street, Colombo. Auctioneer and Broker.

Auction Sale.

RARE OPPORTUNITY FOR CAPITALISTS.

The Well-known Desiccating and Fibre Mills at Nagoda in the Ragam Pattu of Alutkuru Korale, in the Colombo District, with Substantial Buildings and Complete Machinery in thorough working order.

BY virtue of commission issued to me in case No. 6,660 District Court, Colombo, I shall sell by public auction on Saturday, December 1, 1923, at 4.30 P.M. at the

All that defined portion of land called Molawatta, at Nagoda in Ragam pattu of Alutkuru korale, in District of Colombo, containing in extent 3 acres and 37 perches together with all the buildings and plantations thereon, and the fibre and desiccating mills standing thereon, and the plant, machinery, and fixtures appertaining to the said mills.

It is very seldom that desiccating and fibre mills of this kind comes under the hammer.

For particulars please apply—

FRANCIS F. KRISHNAPILLAI,
119, Hulftsdorp street, Colombo. Auctioneer and Broker.

Auction Sale under Mortgage Decree in D. C., Colombo, No. 6,660.

Valuable Properties at New Bazaar, Colombo.

I SHALL sell by public auction at the respective spots Monday, December 3, 1923:—

At 4 P.M.

1. All that house and ground (at one time bearing assessment No. 7, but now No. 29) situated at New Bazaar, in Colombo; containing in extent 1 68/100 of a perch.

At 4.30 P.M.

2. All that allotment of land (consisting of contiguous pieces) formerly marked Nos. 121 and 122, situated at Ferry

street, New Bazaar aforesaid, together with all the buildings standing thereon, presently bearing assessment Nos. 30 and 31; containing in extent 5 52/100 perches.

At 5 P.M.

3. All those premises situated at Ferry street, New Bazaar aforesaid, described in title deed thereof No. 5,882, dated January 6, 1880, as follows:—(a) All that piece of ground, with the buildings thereon, situated at New Bazaar in Hulftsdorp, containing in extent 6 88/100 perches; (b) a piece of ground with the house constructed thereon, marked No. 120, situated at New Bazaar aforesaid, containing in extent 2 32/100 square perches, and which said two premises now bearing assessment Nos. 32, 33, and 34, and containing in extent 8 85/100 perches.

For further particulars please apply—

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

119, Hulftsdorp street, Colombo.

Auction Sale under Mortgage Decree in D.C., Colombo, No. 6,128.

Valuable Properties at Kendangamuwa Thalagama in the Pollu Pattu of Kuruciti Korale, in the District of Ratnapura.

I SHALL sell by public auction at No. 34, Hulftsdorp street, Colombo, on Tuesday, December 4, 1923, commencing from 4 P.M., viz.:—

1. An undivided 1/9 share of all the soil and plantation of the land called Etambagahena, together with the whole of the tiled upstairs building standing thereon, situated at Kendangamuwa; and containing in extent 50 acres.

2. An undivided 19/84 share of the land called Peelagawahena, situated at Kendangamuwa aforesaid; and containing in extent about 25 acres.

3. An undivided 3/16 share of the land called Rukkattanagahawatta, together with the plantations standing thereon, situated at Kendangamuwa aforesaid; and containing in extent about 20 seers of kurakkan sowing.

4. An undivided 1/7 share of the land called Nugegawahena, lying on both sides of the high road, situated at Kendangamuwa aforesaid; and containing in extent about 3 acres.

Further particulars from Messrs. Perumal Pillai & Chelliah, Proctors and Notaries, Colombo, or—

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

119, Hulftsdorp street, Colombo.

Auction Sale under Mortgage Decree.

Valuable House Property bearing Assessment No. 48b/319, situated at Skinner's Road North, Colombo.

I ORDER and by virtue of the commission issued to me in case No. 8,698 of the District Court of Colombo, I shall sell by public auction at the spot at 4 P.M. on Wednesday, December 5, 1923, the following property, to wit:—

All that allotment of land marked letter A in the plan thereof, with the buildings standing thereon, bearing assessment No. 48b/319, situated along Skinner's road north, Barber street, within the Municipality and in the District of Colombo, Western Province; containing in extent 25·9 square perches.

Further particulars from F. Rustomjee, Esq., Proctor, Supreme Court, and Notary, or—

FRANCIS F. KRISHNAPILLAI,
Auctioneer & Broker.

119, Hulftsdorp street, Colombo.

Auction Sale under Mortgage Decree.

At the Risk of the Defaulting Purchaser.

FINANCE FOR PETTAH CAPITALISTS.

ALL those undivided 60th part or shares, together with 29 undivided 60th parts or shares of and in all the buildings now standing or at any time hereafter to be erected therein, of alheta and those the property and premises formerly bearing assessment No. 22 and previously No. 24, but now No. 27, late recently No. 27/360, situated and lying at Prince street Pettah, in extent 18½ perches, on

Friday, November 30, 1923, at the spot at 3.30 P.M., upon commission issued to me by the District Court of Colombo, in case No. 6,642, I shall sell by public auction the above property.

Further particulars from C. Sevaprakasam, Esq., Proctor, Supreme Court, and Notary, Colombo, or—

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

119, Hulftsdorp street, Colombo.

Auction Sale under Partition Ordinance D. C., No. 7,573.

UNIQUE OPPORTUNITY FOR CAPITALISTS

Valuable and Extensive Land with Substantial Building.

AT Symond's road, Maradana, bearing assessment Nos. 18¹ to 18²¹, 19, and 30¹ and 30², extent 1 rood and 7 82/100 perches, and yields a very good return, will be sold by public auction, on Saturday, December 22, 1923, at 4.30 P.M., at the spot—The sale will first be put up among the co-owners at the upset price at which it has been valued, and if not purchased by any of them, it will immediately thereafter be put up for sale among the public.

For further particulars, please apply to F. Rustomjee, Esq., Proctor and Notary, Colombo, or—

FRANCIS F. KRISHNAPILLAI,
Commissioner and Auctioneer.

119, Hulftsdorp street, Colombo.

Auction Sale, No. 170, Insolvency, D. C., Kalutara.

HAVING obtained authority of court, I shall sell by public auction at my office No. 58, Belmont street, Hulftsdorp, Colombo, on Tuesday, November 20, 1923, commencing at 12 noon, the following properties of the insolvent K. D. Carolis Appuhamy, viz.:—

1. One-fourth of soil and trees excluding the planter's ¼ share of the third plantation of the land called Wellaboda Mahagederawatta at Kalamulla in Kalutara-badda; in extent 1 rood and 21 perches.

2. Three-tenth share of the soil and trees of the defined portion of the land called Keragapitiyawatta and an undivided ¼ share of the two boutique rooms standing thereon in Maggonabadda; in extent 2 roods.

3. One-half share of the soil and trees subject to the life interest of undivided ¼ share of the soil and trees of Colombogey Sarapinu Fernando of Maggona of the land called Gederawatta in Maggona; in extent about 33 perches.

4. One-twelfth share of the soil and trees of the land called Puncheduragewatta at Kalamulla in Kalutara-badda; in extent 1 rood and 14 perches.

5. Six-fiftieth share of the land Kongahawatta at Udahamulla pattu in Panadurebadda; in extent 1 acre.

6. Two-sixty-fourth share of the field Kapugekumbura at Wewa in Udahamulla pattu in Panadure; extent 2 pelas of paddy.

7. Two-sixty-fourth share of the field called Pelaliyadda at Udahamulla pattu; extent 2 pelas of paddy.

8. One-fourth part or share of the land called Keenagahahena kebella at Meegahatenna in Kalutara; extent 2 roods and 36 perches.

9. Half share of an undivided 37/42 part of Kalugalahenyaya at Udapatha, in the District of Kegalla; extent 28 acres, more or less.

10. An undivided 2 acres out of Kalugalahenyaya; in extent 7 amunams of paddy sowing at Udapatha aforesaid.

11. Half share of the land called Iddeketa in Malle-gama in Kalutara District; extent 7 acres 2 roods and 36 perches.

12. Half share of the land called Iddeketa in Malle-gama aforesaid; extent 6 acres 3 roods and 28 perches.

13. Land called Dambuatulelanda in Bopagama, Udu-gaha pattu, Colombo District; extent 1 rood and 12 perches.

14. All that land called Ambiligahawatta in Bopagama aforesaid; extent 1 acre 3 roods and 30 perches.

15. Land called Kurundawatta in Tantrimulla in Panadure, Kalutara District; extent 2 roods and 14 perches.

16. Land called Dambuatulelanda in Bopagama aforesaid; extent 3 acres 3 roods and 12 perches.

A. C. KOELMEYER,
58, Belmont street, Hulftsdorp. Auctioneer and Broker.

Auction Sale under Primary Mortgage Decree No. 10,079, D. C., Colombo.

Land in extent 100 Acres in Diviture, close to Elpitiya and Ambalagoda, suitable for Tea and Rubber, bordering Road.

ALL that land called Miriswattakebella alias Ketayan-galalang Udumulla & Diviture in Galle District; bounded on the north by land described in title plans Nos. 144,102, 276,431 and Clebedde, on the east by a road and land described in title plans Nos. 149,668, 277,713, 312,971, and 210,826, on the south by Maluwakumbura and land described in title plan No. 8,642, and on the west by lands described in title plans Nos. 236,134, 278,815, and 149,684, and the village limit of Batapola; containing in extent 100 acres.

On Saturday, December 1, 1923, at 1 P.M., at office No. 121, Huiltsdorp street, Colombo.

58, Belmont street, Huiltsdorp. A. C. KOELMEYER, Auctioneer and Broker.

Auction Sale.

A Valuable Property at Kadawala, Negombo. In the District Court of Negombo.

Ana Runa Kana Nana Arunasala Chetty of Negombo Plaintiff.
 No. 16,144.

- (1) Charles Bertram de Zylva of Negombo, (2) Eric Hugh de Zylva of Kadawala in Dunagaha pattu of Alutkuru korale, (3) Albert Young de Zylva of Leyanagarnulla in Dasiyapattu, (4) Richard Senarath Dassanaiyake of Katuvellagama in Dunagaha pattu Defendants.

BY virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, December 1, 1923, at 4 P.M. at the spot, the following property, viz:—

All that and those the land, plantations, buildings, and premises called and known as Hewagampitiya estate, situated at Kadawala Kongodamulla and Dissagewatta, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province, described in plan No. 20 dated November 25 and 26, 1919, made by P. P. Fernando, Licensed Surveyor; and is bounded according to the said plan on the north by the burial ground, land of Anthony Fernando, and lands of Sinnappu, east by lands of Sinnappu, land of Hendappu, and field of the heirs of Lintotage Marku Fernando, south-east by land and field of the heirs of Lintotage Marku Fernando and Fedrick Appu and others, south by high road and land of Waraliyano Fernando and others, and west by dewata road and land of James Fernando; containing in extent within the said boundaries 90 acres 3 roods and 13 perches as a secondary mortgage as aforesaid, subject to the primary mortgage created and effected by deed No. 363 dated November 16, 1920, attested by Victor H. Fernando, Notary Public.

Further particulars from Tudor Ranasinghe, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or—

J. S. M. FERNANDO, Auctioneer.
 Negombo, November 7, 1923.

Auction Sale.

A Valuable Property at Demanhandiya. In the District Court of Negombo.

- (1) Leanora Wijesekara Lama Etana, (2) N. J. C. Wijesekara, Mudaliyar, by their attorney J. Charles William de Silva of Katunayaka Plaintiffs.
 No. 15,854. Vs.

- (1) Dangalladewage Gomis Dharmasiri of Palliyapitiya, (2) Galketidewage Singho Fernando of Mukalagomuwa 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. 6,745, with interest on Rs. 5,000 at 18 per cent. per annum from February 1, 1923, till August 2, 1923, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit Rs. 283.20, we shall sell by public auction at the spot at 4 P.M. on Saturday,

December 1, 1923, the under-mentioned property mortgaged by bond No. 36,907 dated November 23, 1920, attested by N. J. C. Wijesekara, Notary Public, as a primary mortgage, to wit:—

Several contiguous portions of land called Thalghawatta, situated at Demanhandiya, in Dunagaha pattuwa of the Alutkuru korale, in the District of Negombo; and bounded on the north by the high road leading from Miriswatta to Dunagaha, east by the lands of the heirs of Agonis Silva, Peace Officer, south by the land formerly belonging to Kadupitige Lawaris Silva and Regina, now of Mr. Schrader, and west by the land formerly belonged to Thenghandi Uparis de Silva, and now of Mr. Schrader; containing in extent about 3 acres, and the tiled house and the other buildings standing thereon.

For further particulars please apply to S. C. Sansoni, Esq., J.P.; Proctor, Supreme Court, or to—

K. L. PEREIRA & SON, Auctioneers.
 Negombo, November 5, 1923.

Auction Sale.

In the District Court of Negombo.

Theadere Koertsz Carron of Colombo Plaintiff.
 No. 15,478. Vs.

- (1) Mutugalpedige Lebuna and surety (2) Horatalpedige Saradia 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 costs of suit, less Rs. 180, we shall sell by public auction at the spot at 4 P.M. on Friday, November 30, 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. Wijesekara, Notary Public, as primary mortgage, to wit:—

The land Paragahawatta, situated at Akaragama, in Dunagaha pattuwa of the Alutkuru korale, in the District of Negombo; and bounded on the north by the garden of M. Hawadiya 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. Hawadiya 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 Ranasinghe, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or to us—

K. L. PEREIRA & SON, Auctioneers.
 Negombo, November 5, 1923.

Auction Sale.

In the Court of Requests of Negombo.

Leanora Wijesekara Lamateni and husband Mudaliyar N. J. C. Wijesekara, Notary Public, by their attorney J. Charles William de Silva of Katunayaka Plaintiffs.

No. 30,786. Vs.

- (1) Kurukulasuriya Mathias Fernando and wife (2) ditto Maria Jane Fernando, (3) ditto Manuel Leema, all of Grand street, Negombo Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell by public auction at the spot at 11 A.M. on Saturday, December 1, 1923, the under-mentioned property mortgaged by bond No. 36,129, dated July 29, 1920, attested by N. J. C. Wijesekara of Negombo, Notary Public, as a primary mortgage, to wit:—

The land called Ambagahawatta, situated at Grand street, within the Gravets of Negombo; and bounded on the north by the road 16 feet wide, east by land or lease

ground of Estevo Fernando, south by garden and house of Estevo Leema, and west by garden of Pedro Appu; containing in extent 4 $\frac{13}{100}$ perches and the buildings standing thereon.

For further particulars please apply to S. C. Sansoni, Esq., Proctor, Supreme Court, Negombo, or to—

K. L. PEREIRA & SON,
Negombo, November 5, 1923. Auctioneers.

Auction Sale.

In the Court of Requests of Negombo.

(1) Leandora Wijesekara Lama Etani and her husband
(2) Mudaliyar N. J. C. Wijesekara, Notary Public, by their attorney J. Charles William de Silva of Katunayaka Plaintiffs.

No. 30,788. Vs.

(1) Warunakulasuriya Bastian Perera, (2) Ranmudalihamillage James Appuhamy, both of Sea street, Negombo Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell by public auction at the spot at 10 A.M. on Saturday, December 1, 1923, the under-mentioned property mortgaged by bond No. 35,460 dated March 31, 1920, attested by N. J. C. Wijesekara, Notary Public, to wit:—

The portion B of the land Talgahawatta, situated at Sea street in Negombo; and bounded on the north by lot A of this land, east by land of W. A. Perera, south also by land of W. A. Perera, and west by road from Negombo to Kudapadua; containing in extent 19 perches and 25/100 of a perch and the buildings standing thereon.

For further particulars please apply to S. C. Sansoni, Esq., Proctor, Supreme Court, Negombo, or to—

K. L. PEREIRA & SON,
Negombo, November 5, 1923. Auctioneers.

Auction Sale.

Properties at Vilagedera and Nawasigahawatta, in the District of Kurunegala.

UNDER decree entered in case No. 15,586, D.C., Negombo, in favour of the plaintiff V. R. R. M. A. Kandasamy Pulla of Negombo, against the defendants (1) Rajakarunamdiyanselage Ranhamy and (2) Peter Perera Jayasinghe Appuhamy, both of Wilagedera, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 227 dated January 16, 1922, and attested by R. H. Gunawardena, Notary, by public auction at the respective spots, not as previously advertised in the Gazette of October 12, 1923, but on the under-mentioned dates, viz.:—

On Wednesday, November 28, 1923, at 3 P.M.

(1) Kadurugahakumbura situate at Vilagedera, in Pitigal korale in Katugampola hatpattu; containing in extent about 8 parrahs of paddy sowing ground. Of this land and all the appurtenances thereof, the undivided $\frac{1}{2}$ share.

On Thursday, November 29, 1923, commencing at 2 P.M.

(2) A portion of the lands of contiguous lots, i.e., Ambagahawatta, Keenagahawatta, Ketakellagahawatta, situate at Nawasigahawatta in Katugampola korale in Katugampola hatpattu aforesaid; containing in extent 14 acres 1 rood and 10 perches. From this land, excluding the undivided southern 4 acres sold away, the undivided $\frac{1}{2}$ share of the remaining portion and of the plantations, buildings, and all the appurtenances thereof.

(3) From the high and low land formed of contiguously lying Palugahawatta and Rukgahakumbura, situate at Nawasigahawatta aforesaid; containing in extent about 5 acres, excluding the Rukgahakumbura sold out, the remaining high land called Palugahawatta is according to plan No. 643 of March 31, 1920; containing in extent 1 acre 3 roods and 2 $\frac{1}{2}$ perches. Of this land and of the plantations, buildings, and all the appurtenances thereof, an undivided $\frac{1}{2}$ share.

(4) Kadurugahawatta situate at Nawasigahawatta aforesaid; containing in extent about 2 acres. Of this land and of all the plantations, buildings, and all appurtenances thereof, the undivided $\frac{1}{12}$ share.

(5) Meellagahawatta situate at Nawasigahawatta aforesaid; containing in extent about 4 acres. Of this land and of all the plantations, buildings, and appurtenances thereof, the undivided $\frac{1}{4}$ share.

Further particulars from S. K. Wimeratnam, Esq., Proctor, Supreme Court, and Notary, Negombo, or

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

Auction Sale.

Valuable Properties at Kandawala, in the District of Negombo.

UNDER decree entered in case No. 16,166, D. C. Negombo, in favour of the plaintiff Serebukutti Aratchige Carolis Silva Appuhamy of Katana, against the defendant Kalinge Bastian Silva of Kandawala, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,725, with interest of Rs. 1,250 at 18 per cent. per annum from June 23, 1922, to July 27, 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 by bond No. 1,325, dated June 22, 1920, and attested by Tudor Ranasinghe, Notary, by public auction at the respective spots on Thursday, December 6, 1923.

At 3 P.M.

1. From and out of the land called Meellagahawatta, situate at Kandawala in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent 10 acres 2 roods and 20/100 perches, and now found to be of 6 $\frac{1}{2}$ acres; the undivided extent of 2 acres as primary mortgage.

At 3.30 P.M.

2. All that land called Medakelemillagahawatta, situate at Kandawala aforesaid; containing in extent 18 acres 1 rood and 35 perches, more or less as secondary mortgage.

Further particulars from T. Ranasinghe, Esq., Proctor and Notary, Negombo, or—

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

Auction Sale.

Properties at Katana, Waradala, and Kpogodamulla, in the District of Negombo.

UNDER and by virtue of the commission issued to us from the District Court of Negombo in entail proceedings No. 26, we shall sell the under-mentioned properties by public auction at our office at Main street, Negombo, not on Tuesday, November 13, 1923, as previously advertised in the Government Gazette of October 19, 1923, but on Friday, November 30, 1923, commencing at 3 P.M. to wit:—

(1) An undivided 36/60 shares of all that lot marked D in figure of survey No. 1,990 dated February 8, 1917, of the land called Meellagahawatta situate at Katana in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province; which said lot D is in extent 29 perches.

2. All that lot marked F in figure of survey No. 1,763 dated April 2, 1913, of the land called Dombavinna estate, situate at Waradala, in Dunagaha pattu aforesaid; which said lot F is in extent 1 acre 3 roods and 32 perches.

3. All that lot marked G in the said figure of survey No. 1,763 of the land called Dombavinna estate, situate at Waradala aforesaid; which said lot G is in extent 1 acre 3 roods and 32 perches.

4. An undivided 6/26 shares of the land called Muruthagahakumbura, situate at Katana aforesaid; in extent 2 roods and 17 perches as shown in figure of survey No. 1,991 dated February 20, 1915.

5. An undivided 6/26 shares of the land called Kongahawatta, situate at Katana aforesaid; in extent 3 roods and 22 perches as shown in figure of survey No. 1,992 dated February 20, 1915.

6. An undivided 6/26 shares of all that lot marked C in figure of survey No. 1,993 dated June 29, 1916, of the land called Meegahakumbura, situate at Katana aforesaid; which said lot C is in extent 3 roods and 12.2 perches.

7. An undivided 6/26 shares of the land called Kongahawatta, situate at Katana aforesaid; in extent 1 acre 1 rood and 10 perches.

8. An undivided 6/26 shares of all that lot marked B in figure of survey No. 2,003 dated July 4, 1916, of the land called Delgahakumbura, situate at Kongodamulla in Dunagaha pattu aforesaid; in extent 3 acres and 28.6 perches.

9. An undivided 6/26 shares of all that lot marked B 2 in figure of survey No. 2,004B dated July 4, 1916, of the land called Samudrael Delgahakumbura, situate at Kongodamulla aforesaid; in extent 3 roods and 27.33 perches.

10. An undivided 6/26 shares of all that lot marked A in figure of survey No. 2,028 dated May 26, 1916, of the land called Pihimbiyagahawatta, situate at Katana aforesaid; which said lot A is in extent 18.6 perches.

Further particulars from D. L. E. Amarasingha, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, November 6, 1923. Auctioneers.

Auction Sale.
In the District Court of Colombo.

Kana Runa Mura Ithruna Thuna Alagappa Chetty
of Sea street, Colombo Plaintiff.

No. 52,725 Vs.

Marimuttupalle Mutta Suppaiyah Palle of Pulichchakulam in Anavulundun Pattu of the District of Chilaw Defendant.

UNDER and by virtue of the commission issued to me in the above case, I shall expose for sale by public auction the under-mentioned properties at the respective spots on December 5 and 8, 1923, respectively, commencing at the hours appointed therein:—

On Wednesday, December 5, 1923, at 3 P.M.

1. All that undivided 23 1/36 shares of the garden called Puvarasankulivestaditottam, situate at Tettapalai, in Akkarai pattu in the Puttalam District.

On Saturday, December 8, 1923, commencing at 9.30 A.M.

2. In and out of the following properties, to wit:—(1) Madalodaitottam and Palamottaivayal, in extent more or less 10 acres, (2) Wawatottam, in extent more or less 3 1/2 acres, (3) Karuthantottam, in extent more or less 2 1/2 acres, (4) Vavavidanatotattam alias Seenananiatottam, in extent more or less 1 acre, (5) Arasantottam, in extent more or less 2 acres, and (6) Pugaiyilaigalattottam, in extent 1 acre 2 roods and 8 perches; which said several contiguous lands form one property, situate at Pulichchakulam, in Anavulundun pattu of the Pitigal korale north in the District of Chilaw, and contain in extent 26 acres and 8 perches, out of which several lands the undivided 5 of 1 1/2 shares of (1) Wawatottam, (2) Karuthantottam and Kadatkaraitottam, and an undivided 3/5 share of the remaining properties aforesaid.

3. All that undivided 3/5 share out of the houses, premises, and gardens, and the garden called Nallatamby garden, in extent 4 acres, situate at Pulichchakulam aforesaid.

4. All that undivided 4/5 share of the garden called Kanattantottam and Walthitottam, in extent 8 acres and 5 perches, situate as aforesaid.

5. All those 2 contiguous lands bearing Nos. 26 and 23 called Akkerveikkadu, situate at Tarakkudi, in the pattu aforesaid, in extent 7 acres and 1 rood.

Negombo, November 5, 1923.

C. RAJARATNAM,
Auctioneer.

Auction Sale under Partition Decree.

In the District Court of Negombo.

(1) Warnakulasuriya Maria Madalena Peries, assisted by her husband (2) Warnakulasuriya Augustino Tissera, both of Nanjundankarai in Kammal pattu of Pitigal korale, in the District of Chilaw Plaintiffs.

No. 16,069.

Vs.

(1) Warnakulasuriya Resian Fernando of Pallansena (2) Weerasinghe Mudalige Porlentina Peries of Katana, (3) Weerasinghe Mudalige Rosa Maria Peries, assisted by her husband (3a) Dadayakkarage Benedick Fernando, both of Narawila, in the District of Chilaw, (4) Weerasinghe Mudalige Graciano Peries, (5) Warnakulasuriya Selestino Fernando, (6) Kachchakaduge Jokino Fernando, by his guardian ad litem Lintotage Davith Fernando of Harakgale-gama Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell on Saturday, December 22, 1923, at the spot, at 10 A.M., the land called Ambagahawatta, situate at Pallansena, in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province; and bounded on the north by land of Romanis Peries and others, east by land of the heirs of Leanlage Pedro Perera, south by land of W. Pedro Perera, and west by land of W. Jacob Peries; containing in extent 35 perches as depicted in survey plan No. 3,086, dated September 5, 1923, and made by Mr. J. C. Fernando, Surveyor, together with the buildings standing thereon.

The premises will be first put up for sale among the co-owners thereof at the price at which it has been valued, and if not purchased by any co-owner, will immediately thereafter be sold by public auction and knocked down to the highest bidder.

Further particulars may be ascertained from L. C. E. Karunaratne, Esq., Proctor, Supreme Court, and Ntary Public, Negombo, or—

C. M. LEITAN,
Negombo, November 5, 1923. Licensed Auctioneer.

Auction Sale.

UNDER and by virtue of the order to sell issued to me in case No. 10,869 of the District Court of Kalutara, I shall sell by public auction the under-mentioned property at 3.30 P.M. at the spot at Dodangoda on November 11, 1923:—

Schedule of Property.

• An undivided 1/3 share of soil of the field called Milowita, situated at Dodangoda; and bounded on the north by Galaudumulla and Crown land, east and west by portion of Millagahaowita, south by Crown land; manana, and a portion of Millagahaowita, within these boundaries; containing in extent 5 bushels of paddy sowing.

For further particulars please apply to Messrs. Ebert & Kannangara, Proctors and Notaries, Kalutara, or to the undersigned C. Jayawardene, Auctioneer.

C. JAYAWARDENE,
November 5, 1923. Auctioneer.

Auction Sale under Mortgage Decree in D. C. No. 11,266.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction at the spot on Saturday, the 10th instant, at 2 P.M., the following property, to wit:—

All that undivided 4/5 shares of the allotment of called Godaporagahawattekattiya (excluding undivided portion in extent 6 yards in length and 3 yards in breadth from the north-western side), situated at Molligoda.

B. H. D. PETER,
Kalutara, November 6, 1923. Licensed Auctioneer.

Auction Sale of Mortgaged Property.

BY virtue of a commission issued to me in case No. 19,680 D. C., Galle, for the recovery of the sum of Rs. 1,294.33, with interest thereon at the rate of 9 per cent. per annum from April 20, 1923, and costs of suit due from the defendant Raigam Koralege James de Silva of Ahangama to the plaintiffs (1) Dona Madalene Wickramasekera

and another, both of Wellawatta, as per decree entered therein, I shall sell by public auction on Friday, November 30, 1923, commencing at 2 P.M., at the spot the following specially mortgaged property, to wit:—

All that undivided 17/21 parts of the land called and known as Punchipalutagahawatta, situate at Ahangama in Talpe pattu; bounded on the east by Punchimahadeniyewatta, south by the high road to Matara, west by Mawatapelawattearokebella, north by Ambanawatta *alias* Dehigahawatta; in extent about 1 rood and 39 perches, together with all the buildings and plantations thereon.

K. JOHN GABRIEL,
Commissioner.

Galle, November 6, 1923.

Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 20,088, D. C., Galle, entered in favour of the plaintiff, Kana Nana Suna Pana Kana Nana Saminathan Marikar of Galle, against the defendants (1) Omer Lebbe Marikar Abdul Rasheed, (2) Ismail Lebbe Marikar Subyha Umma, both of Dangedera, and (3) Patchi Abdul Samadu of Talapitiya, and the order to sell issued therein, I shall sell by public auction at the spots on December 1, 1923, commencing at 2 P.M., the following property bound and executable, for the recovery of the amount due on the said decree, viz.:—

1. An undivided $\frac{1}{4}$ part of all the soil and trees of the land Bakmeegahawatta *alias* Kandutotam (exclusive of the house standing thereon), situate at Galupiadde within the Four Gravets of Galle; in extent about 3 roods and 4 27 perches.

2. An undivided $\frac{3}{4}$ of $\frac{1}{4}$ part of the defined $\frac{1}{4}$ portion of Uralawatta, together with an undivided $\frac{1}{4}$ of $\frac{1}{4}$ share of the tiled house, now bearing assessment No. 264, situate at Dangedera, within the Gravets aforesaid; in extent about 1 acre.

3. An undivided $\frac{5}{24}$ part of all the soil and trees of the land Don Naidawatta, situate at Galupiadde aforesaid; in extent about 1 acre and 2 roods.

CHAS. M. GOONASEKERA,
Auctioneer.

Galle, November 1, 1923.

Auction Sale of Land at Chundikuly in the District of Jaffna.

UNDER decree in case No. 17,353, D. C., Jaffna, entered in favour of the plaintiff William Black of Changanai against the defendants (1) Jacob Samuelpillai, and wife (2) Rebecca Pillai both of Chundikully, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned land by public auction on Saturday, December 1, 1923, at 2.30 P.M. at the spot:—

All that piece of land situated at Chundikuly Porukukadu in Chundikuly called Kunchymonnyanvalavu; in extent $6\frac{1}{2}$ lachams varagu culture with stone built house and other buildings called the Manson Well and other appurtenances, and bounded on the east by the property of Johnpillai Hillariyanpillai and brothers, north by the property of Mary, widow of Brownrigg Satrukulasinghe, and west and south by road.

District Court,
Jaffna, November 2, 1923.

B. EMMANUEL,
Commissioner.

APPLICATION FOR FOREIGN LIQUOR LICENSES, &c.

I hereby give notice that I have on September 4, 1923, applied to the Assistant Government Agent, Nuwara Eliya, for the license shown in the schedule hereto annexed for the licensing period ending September 30, 1924, in compliance with Excise Notification No. 75 of June 1918:—

Schedule referred to.

Name and address of applicant: S. M. Kelly, Murugasu building, New Bazaar, Nuwara Eliya.

Description of license or licenses applied for: To store and sell foreign liquor by retail, not to be consumed on the premises.

State whether application is for renewal of existing license or licenses, or for a new license or licenses: A new license.

Situation of premises to be licensed: Murugasu building.

S. M. KELLY,
Applicant.

Auction Sale of Land at Copay South in the District of Jaffna.

UNDER decree in case No. 18,015, D. C., Jaffna, entered in favour of the plaintiffs (1) Chellammah, widow of Suppiah, and (2) Suppiah Nadarajah of Copay South, against the defendant Kandiah Kanagasivanayagam of Copay South, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned land by public auction on Saturday, December 1, 1923, at 4 P.M., at the spot:—

Land situated at Copay South called Kanchamariseemah and other parcels in extent $16\frac{1}{2}$ lachams varagu culture; bounded on the east by lane, north by lane and by the property of Nadesa Retna Mailvaganam, and on the west and south by the property of Amirthavally, widow of Vanniasinkam. The whole hereof.

District Court,
Jaffna, November 3, 1923.

B. EMMANUEL,
Commissioner.

Auction Sale

UNDER and by virtue of the commission issued to me in D. C., Chilaw, testamentary case No. 1,432, I shall sell by public auction on Saturday, November 24, 1923, at the spots commencing at 2 P.M., the following properties, to wit:—

1. One-fourth share of the land called Dehigahawatta, situate at Ihawalalahapitiya; containing in extent about 200 coconut trees plantable soil.

2. One-half of 50 coconut trees plantable soil from and out of the land called Horagahawatta, situate at Ihawalalahapitiya containing in extent 2 acres and 3 roods, more or less.

3. One-fourth of the field called Etambagahakumbura, situate at Ihawalalahapitiya; containing in extent about 15 parrahs paddy sowing soil.

S. P. ABREYAKOON,
Auctioneer.

Application for Enrolment as a Notary Public.

I, THE undersigned, Notary Public by Sabaratna, sany of Karrunkodditigoda Akkaraipattu, Batticaloa, Eastern Province, at present of the Government Anglo-Vernacular School at Mutwala Colombo, Western Province, shall apply to the Registrar-General for admission to be enrolled as a Notary Public, in terms of section 8 of Ordinance No. 1 of 1907, and to practice as such in the Tamil language at Karrunkodditigoda and throughout Akkarai, Nadukadu, Nindur, Chammanthurai, and Panama pattus in the Batticaloa District.

September 23, 1923.

N. C. SABARATNASAMY.

Cancellation of Power of Attorney.

I, THE undersigned, S. Mohamado Ussoof Rawther, of No. 34, Second Cross street, Post Office, Colombo, hereby inform the Government and the public that the power of attorney No. 320 dated June 22, 1922, attested by S. G. Watson, Esq., Notary Public, Colombo, granted by me in my capacity as partner of Messrs. N. M. Mohamado Ibrahim Rawther & Co., in favour of Mr. P. Y. S. Ibrahim Rawther of Gampola, for managing the business of the said firm at Gampola and Talawakelle on my behalf, is cancelled from this date.

ச. முகமது யூசூப் ரவதர்.

S. MOHAMADO USSOOF RAWTHER.

Colombo, November 5, 1923.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Estimated Receipts and Proposed Expenditure for 1924.

Approved by Joint Standing Committees on Law, Sanitation, Finance, and Works of October 17, 1923.
(Laid before the Council on November 8, 1923.)

| INCOME. | | Rs. | EXPENDITURE. | | Rs. |
|---|-------------|-----------|--------------------------------------|-------|-----------|
| Estimated unappropriated surplus at January 1, 1924 | Rs. 650,000 | | Estimated expenditure as per details | | 5,157,252 |
| Less reserve for purchase of stores, &c. | Rs. 500,000 | | | | |
| | | 150,000 | | | |
| Estimated revenue as per details | | 4,991,350 | | | |
| | | 5,141,350 | | | |
| Estimated deficit at December 31, 1924 | | 15,902 | | | |
| | | | | | |
| Total | | 5,157,252 | | Total | 5,157,252 |

ESTIMATE OF THE AVAILABLE MUNICIPAL INCOME FOR 1924.

Abstract of the Estimated Revenue for Twelve Months from January 1 to December 31, 1924, showing also the Estimated Revenue for 1922 and 1923, and the Actual Revenue for 1922.

| Head of Revenue. | Estimated Revenue for 1922. | | Actual Revenue for 1922. | | Estimated Revenue for 1923. | | Estimated Revenue for 1924. | |
|---------------------------------------|-----------------------------|----|--------------------------|----|-----------------------------|----|-----------------------------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| A.—Taxes | 285,250 | 0 | 314,276 | 0 | 294,250 | 0 | 135,250 | 0 |
| B.—Licenses | 197,175 | 0 | 216,131 | 0 | 197,700 | 0 | 206,300 | 0 |
| C.—Judicial Fines | 30,000 | 0 | 60,263 | 0 | 37,000 | 0 | 60,000 | 0 |
| D.—Tolls | 142,000 | 0 | 141,925 | 0 | 142,000 | 0 | 142,000 | 0 |
| E.—Markets | 87,600 | 0 | 93,879 | 0 | 96,100 | 0 | 127,250 | 0 |
| F.—Slaughter-house | 52,000 | 0 | 53,826 | 0 | 52,250 | 0 | 53,000 | 0 |
| G.—Conservancy | 14,900 | 0 | 16,560 | 0 | 13,400 | 0 | 11,100 | 0 |
| H.—Cattle Mart and Quarantine Station | 40,500 | 0 | 40,660 | 0 | 49,000 | 0 | 48,450 | 0 |
| I.—Consolidated Rate | 2,720,000 | 0 | 2,933,745 | 0 | 2,750,000 | 0 | 2,950,000 | 0 |
| K.—Water | 686,500 | 0 | 645,077 | 0 | 686,500 | 0 | 686,000 | 0 |
| L.—Rents | 51,800 | 0 | 62,810 | 0 | 59,050 | 0 | 61,000 | 0 |
| M.—Miscellaneous | 257,500 | 0 | 373,478 | 0 | 271,855 | 0 | 511,000 | 0 |
| Total | 4,565,225 | 0 | 4,952,630 | 0 | 4,649,105 | 0 | 4,991,350 | 0 |

| Head of Revenue. | Estimated Revenue for 1922. | | Actual Revenue for 1922. | | Estimated Revenue for 1923. | | Estimated Revenue for 1924. | |
|--|-----------------------------|----|--------------------------|----|-----------------------------|----|-----------------------------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| A.—TAXES. | | | | | | | | |
| — Commutation under the Road Ordinance | | | | | | | | |
| 1 Tax on vehicles and animals | 170,000 | 0 | 179,833 | 0 | 172,000 | 0 | — | — |
| 2 Costs on recovery of animals | 115,000 | 0 | 134,185 | 0 | 122,000 | 0 | 135,000 | 0 |
| | 250 | 0 | 258 | 0 | 250 | 0 | 250 | 0 |
| | 285,250 | 0 | 314,276 | 0 | 294,250 | 0 | 135,250 | 0 |
| B.—LICENSES. | | | | | | | | |
| 3 Vehicles | 42,800 | 0 | 48,749 | 0 | 43,000 | 0 | 45,000 | 0 |
| 4 Boat | 6,000 | 0 | 6,141 | 0 | 6,000 | 0 | 6,000 | 0 |
| 5 Gun | 8,500 | 0 | 9,648 | 0 | 9,000 | 0 | 9,500 | 0 |
| 6 Proceeds of licenses for foreign liquor shops | 45,000 | 0 | 50,910 | 0 | 45,000 | 0 | 50,000 | 0 |
| 7 Slaughter of animals | 100 | 0 | 104 | 0 | 100 | 0 | 100 | 0 |
| 8 Sale of meat and fish | 2,800 | 0 | 3,029 | 0 | 2,800 | 0 | 2,000 | 0 |
| 9 Petroleum | 1,700 | 0 | 4,773 | 0 | 1,500 | 0 | 500 | 0 |
| 10 Guides | 100 | 0 | 90 | 0 | 100 | 0 | 250 | 0 |
| 11 Poison | 175 | 0 | 230 | 0 | 200 | 0 | 200 | 0 |
| 12 Trade licenses | 50,000 | 0 | 54,039 | 0 | 50,000 | 0 | 50,000 | 0 |
| 13 Auctioneers' and brokers' | 28,000 | 0 | 25,355 | 0 | 28,000 | 0 | 30,000 | 0 |
| 14 Advocates, proctors, and notaries' certificates | 12,000 | 0 | 13,063 | 0 | 12,000 | 0 | 12,500 | 0 |
| 15 Old Metal dealers | — | 0 | — | 0 | — | 0 | 250 | 0 |
| | 197,175 | 0 | 216,131 | 0 | 197,700 | 0 | 206,300 | 0 |
| 16 C.—JUDICIAL FINES. | 30,000 | 0 | 60,263 | 0 | 37,000 | 0 | 60,000 | 0 |

| Head of Revenue. | Estimated Revenue for 1922. | | Actual Revenue for 1922. | | Estimated Revenue for 1923. | | Estimated Revenue for 1924. | |
|--|-----------------------------|----------|--------------------------|----------|-----------------------------|----------|-----------------------------|----------|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| D.—TOLLS. | | | | | | | | |
| 17 Contribution in lieu of abolition of road and bridge tolls .. | 130,000 | 0 | 130,000 | 0 | 130,000 | 0 | 130,000 | 0 |
| 18 Rent of two toll ferries and one canal toll .. | 12,000 | 0 | 11,925 | 0 | 12,000 | 0 | 12,000 | 0 |
| | <u>142,000</u> | <u>0</u> | <u>141,925</u> | <u>0</u> | <u>142,000</u> | <u>0</u> | <u>142,000</u> | <u>0</u> |
| E.—MARKETS. | | | | | | | | |
| 19 Edinburgh market .. | 20,000 | 0 | 21,176 | 0 | 20,000 | 0 | 22,000 | 0 |
| 20 Price park market .. | 14,000 | 0 | 14,471 | 0 | 14,000 | 0 | 17,000 | 0 |
| 21 St. John's market .. | 4,000 | 0 | 4,319 | 0 | 4,000 | 0 | 6,000 | 0 |
| 22 Dean's road market .. | 30,000 | 0 | 31,841 | 0 | 30,500 | 0 | 31,000 | 0 |
| 23 Grandpass market .. | 3,800 | 0 | 4,096 | 0 | 3,800 | 0 | 4,000 | 0 |
| 24 Kollupitiya market .. | 9,000 | 0 | 10,056 | 0 | 10,000 | 0 | 12,000 | 0 |
| 25 Gintupitiya street market .. | 3,000 | 0 | 2,520 | 0 | 2,500 | 0 | 2,500 | 0 |
| 26 Bambalapitiya market .. | 3,000 | 0 | 4,763 | 0 | 4,500 | 0 | 5,000 | 0 |
| 27 Borella market .. | — | 0 | — | 0 | 4,500 | 0 | 15,000 | 0 |
| 28 Kotahena market .. | — | 0 | — | 0 | 1,500 | 0 | 12,000 | 0 |
| 29 Costs on recovery of arrears of market rents .. | 800 | 0 | 637 | 0 | 800 | 0 | 750 | 0 |
| | <u>87,600</u> | <u>0</u> | <u>93,879</u> | <u>0</u> | <u>96,100</u> | <u>0</u> | <u>127,250</u> | <u>0</u> |
| F.—SLAUGHTER-HOUSE. | | | | | | | | |
| 30 Slaughtering fees .. | 22,000 | 0 | 21,532 | 0 | 22,100 | 0 | 22,000 | 0 |
| 31 Feeding fees .. | 25,000 | 0 | 26,878 | 0 | 25,100 | 0 | 26,000 | 0 |
| 32 Miscellaneous receipts .. | 1,000 | 0 | 1,163 | 0 | 1,050 | 0 | 1,000 | 0 |
| 33 Fees for inspection of frozen meat .. | 4,000 | 0 | 4,253 | 0 | 4,000 | 0 | 4,000 | 0 |
| | <u>52,000</u> | <u>0</u> | <u>53,826</u> | <u>0</u> | <u>52,250</u> | <u>0</u> | <u>53,000</u> | <u>0</u> |
| G.—CONSERVANCY. | | | | | | | | |
| 34 Conservancy of Military and Government quarters .. | 9,500 | 0 | 9,697 | 0 | 8,000 | 0 | 7,000 | 0 |
| 35 Day and special coolies .. | 5,000 | 0 | 5,618 | 0 | 5,000 | 0 | 4,000 | 0 |
| 36 Miscellaneous .. | 400 | 0 | 1,245 | 0 | 400 | 0 | 100 | 0 |
| | <u>14,900</u> | <u>0</u> | <u>16,560</u> | <u>0</u> | <u>13,400</u> | <u>0</u> | <u>11,100</u> | <u>0</u> |
| H.—CATTLE MART AND QUARANTINE STATION. | | | | | | | | |
| 37 Fees .. | 36,000 | 0 | 36,722 | 0 | 45,000 | 0 | 46,000 | 0 |
| 38 Lease of boutiques, &c. .. | 2,000 | 0 | 1,847 | 0 | 2,000 | 0 | 2,000 | 0 |
| 39 Sale of manure .. | 500 | 0 | 439 | 0 | 500 | 0 | 450 | 0 |
| | <u>38,500</u> | <u>0</u> | <u>39,008</u> | <u>0</u> | <u>47,500</u> | <u>0</u> | <u>48,450</u> | <u>0</u> |
| I.—CONSOLIDATED RATE. | | | | | | | | |
| 40 Arrears .. | 650,000 | 0 | 660,429 | 0 | 500,000 | 0 | 500,000 | 0 |
| 41 Current .. | 2,000,000 | 0 | 2,199,984 | 0 | 2,200,000 | 0 | 2,400,000 | 0 |
| 42 Costs on recoveries .. | 70,000 | 0 | 73,332 | 0 | 50,000 | 0 | 50,000 | 0 |
| | <u>2,720,000</u> | <u>0</u> | <u>2,933,745</u> | <u>0</u> | <u>2,750,000</u> | <u>0</u> | <u>2,950,000</u> | <u>0</u> |
| K.—WATER. | | | | | | | | |
| 43 Sale of water .. | 650,000 | 0 | 608,32 | 0 | 650,000 | 0 | 650,000 | 0 |
| 44 Costs on recoveries .. | 1,500 | 0 | 2,868 | 0 | 1,500 | 0 | 1,500 | 0 |
| 45 Contribution by Military .. | 12,500 | 0 | 12,500 | 0 | 12,500 | 0 | 12,500 | 0 |
| 46 Meter rents .. | 22,500 | 0 | 20,977 | 0 | 22,500 | 0 | 22,000 | 0 |
| | <u>686,500</u> | <u>0</u> | <u>645,077</u> | <u>0</u> | <u>686,500</u> | <u>0</u> | <u>686,000</u> | <u>0</u> |
| L.—RENTS. | | | | | | | | |
| 47 Cricket pitches, &c. .. | 800 | 0 | 1,079 | 0 | 850 | 0 | 1,000 | 0 |
| 48 Lands and buildings — Vested properties .. | 40,000 | 0 | 52,626 | 0 | 34,000 | 0 | 36,000 | 0 |
| 49 Laundries .. | 1,000 | 0 | 3,366 | 0 | 9,000 | 0 | 7,500 | 0 |
| 50 Boutiques .. | 10,000 | 0 | 5,739 | 0 | 15,000 | 0 | 15,000 | 0 |
| 51 Grazing fees .. | 2,000 | 0 | 1,652 | 0 | 1,500 | 0 | 1,500 | 0 |
| | <u>53,800</u> | <u>0</u> | <u>64,462</u> | <u>0</u> | <u>60,550</u> | <u>0</u> | <u>61,000</u> | <u>0</u> |

| Head of Revenue. | Estimated Revenue for 1922. | | Actual Revenue for 1922. | | Estimated Revenue for 1923. | | Estimated Revenue for 1924. | |
|--|-----------------------------|----------|--------------------------|----------|-----------------------------|----------|-----------------------------|----------|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| M.—MISCELLANEOUS. | | | | | | | | |
| 52 Fire Brigade fees .. | 4,000 | 0 | 4,807 | 0 | 4,000 | 0 | 4,500 | 0 |
| 53 Fees for registration of dogs .. | 4,000 | 0 | 10,483 | 0 | 8,000 | 0 | 9,000 | 0 |
| 54 Trunk roads, Government contribution .. | 110,000 | 0 | 134,927 | 0 | 120,000 | 0 | 130,000 | 0 |
| 55 Tramway mileage .. | 5,600 | 0 | 5,601 | 0 | 5,600 | 0 | 5,600 | 0 |
| 56 Interest .. | 40,000 | 0 | 59,498 | 0 | 40,000 | 0 | 25,000 | 0 |
| 57 Military contribution for lighting of Fort .. | 1,700 | 0 | 1,702 | 0 | 1,700 | 0 | 1,700 | 0 |
| 58 Fines .. | 700 | 0 | 412 | 0 | 200 | 0 | 200 | 0 |
| 59 Cemetery fees, &c. .. | 10,000 | 0 | 11,088 | 0 | 10,000 | 0 | 10,000 | 0 |
| 60 Plague prevention and rat destruction refunds from Government .. | 23,500 | 0 | 23,171 | 0 | 31,355 | 0 | 30,000 | 0 |
| — Recoveries on account of surveys .. | 8,000 | 0 | 11,853 | 0 | 1,000 | 0 | — | 0 |
| 61 Refund from Government on account widening of Colpetty road (first and second instalments) .. | — | 0 | — | 0 | — | 0 | 200,000 | 0 |
| 62 Refund from Government on account of Kirillapone bridge over Dehiwala canal .. | — | 0 | — | 0 | — | 0 | 35,000 | 0 |
| 63 Sundries .. | 50,000 | 0 | 106,241 | 0 | 50,000 | 0 | 60,000 | 0 |
| — Riot assessment tax .. | — | 0 | 3,695 | 0 | — | 0 | — | 0 |
| | 257,500 | 0 | 373,478 | 0 | 271,855 | 0 | 511,000 | 0 |
| Total .. | 4,565,225 | 0 | 4,952,630 | 0 | 4,649,105 | 0 | 4,901,350 | 0 |

DETAILS OF PROPOSED EXPENDITURE FOR 1924.

Abstract of the Estimated Expenditure for Twelve Months from January 1 to December 31, 1924, showing also the Estimated Expenditure for 1922, including Supplemental Provision, and the Estimated Expenditure for 1923, and the Actual Expenditure for 1922.

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|-----------------------------------|--|----------|------------------------------|----------|---------------------------------|----------|---------------------------------|----------|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| A.—Non-effective Charges .. | 1,081,731 | 0 | 1,073,435 | 0 | 912,560 | 0 | 919,939 | 0 |
| B.—Chairman .. | 25,163 | 0 | 25,162 | 0 | 25,163 | 0 | 27,600 | 0 |
| C.—Secretariat .. | 94,523 | 0 | 89,002 | 0 | 92,284 | 0 | 95,925 | 0 |
| D.—Finance Department .. | 271,357 | 0 | 257,938 | 0 | 278,510 | 0 | 271,064 | 0 |
| E.—Veterinary Department .. | 157,945 | 0 | 132,151 | 0 | 120,381 | 0 | 151,352 | 0 |
| F.—Municipal Court .. | 24,713 | 0 | 20,461 | 0 | 23,698 | 0 | 23,197 | 0 |
| G.—Fire Brigade and Ambulances .. | 93,800 | 0 | 90,474 | 0 | 58,014 | 0 | 67,753 | 0 |
| H.—Public Health Department .. | 367,902 | 0 | 345,525 | 0 | 385,352 | 0 | 431,356 | 0 |
| I.—Works Department .. | 2,529,845 | 0 | 2,055,096 | 0 | 1,828,660 | 0 | 1,930,229 | 0 |
| K.—Waterworks Department .. | 332,147 | 0 | 298,876 | 0 | 511,192 | 0 | 620,044 | 0 |
| L.—Assessing Department .. | 66,676 | 0 | 62,306 | 0 | 76,054 | 0 | 78,635 | 0 |
| M.—Sanitation Department .. | 580,057 | 0 | 505,658 | 0 | 437,895 | 0 | 540,158 | 0 |
| Total .. | 5,625,859 | 0 | 4,956,084 | 0 | 4,749,763 | 0 | 5,157,252 | 0 |

A.—NON-EFFECTIVE CHARGES.

| | | | | | | | | |
|---|---------|---|---------|---|---------|---|---------|---|
| *1 Annuities, waterworks, and Victoria bridge .. | 108,000 | 0 | 108,000 | 0 | 108,000 | 0 | 108,000 | 0 |
| †2 Interest on and repayment of loan for Drainage Works .. | 629,776 | 0 | 629,776 | 0 | 525,967 | 0 | 525,967 | 0 |
| †3 Interest on and repayment of loan for Waterworks .. | 210,000 | 0 | 210,000 | 0 | 150,000 | 0 | 150,000 | 0 |
| 4 Audit of accounts .. | 7,000 | 0 | 7,000 | 0 | 18,000 | 0 | 18,000 | 0 |
| 5 Maintenance of Anti-tuberculosis Institute, Sanatorium, and Hospital .. | 25,000 | 0 | 25,000 | 0 | 25,000 | 0 | 25,000 | 0 |
| 6 Contribution to Friend-in-Need Society .. | 5,000 | 0 | 5,000 | 0 | 5,000 | 0 | 5,000 | 0 |
| 7 Contribution to Law Library .. | 500 | 0 | 500 | 0 | 500 | 0 | 500 | 0 |
| 8 Contribution to Victoria Home for Incurables .. | 1,000 | 0 | 1,000 | 0 | 1,000 | 0 | 1,000 | 0 |
| 9 Contribution to Volunteer Band .. | 6,000 | 0 | 6,000 | 0 | 6,000 | 0 | 8,600 | 0 |
| 10 Seizure of cattle straying on public roads .. | 1,350 | 0 | 1,343 | 0 | 1,350 | 0 | 1,350 | 0 |
| 11 Pensions .. | 40,598 | 0 | 39,417 | 0 | 37,571 | 0 | 52,522 | 0 |

* The annuity of Rs. 100,000, in respect of Waterworks is payable up to and including December 31 1924.
Do. Rs. 8,000, do. Victoria Bridge do. December 31 1945.

† The half-yearly instalment of Rs. 262,983·27 in respect of Drainage Works Loan is payable up to and including June 30, 1958.

‡ The half-yearly instalment of Rs. 75,000, in respect of Waterworks Loan is payable up to and including June 30, 1958.

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|--|--|----------|------------------------------|----------|---------------------------------|----------|---------------------------------|----------|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| 12 House of Detention and Vagrants Home | 18,000 | 0 | 15,627 | 0 | 18,000 | 0 | 18,000 | 0 |
| 13 Feeding of poor children | 5,000 | 0 | 4,994 | 0 | 5,000 | 0 | 5,000 | 0 |
| — Temporary increase to pensioners | 11,152 | 0 | 9,881 | 0 | 10,172 | 0 | — | — |
| 14 Difference in exchange | 1,000 | 0 | 697 | 0 | 1,000 | 0 | 1,000 | 0 |
| — Rent of grass land, night soil depôt | 7,530 | 0 | 4,496 | 0 | — | — | — | — |
| — Visit of H. R. H. the Prince of Wales | 4,825 | 0 | 4,704 | 0 | — | — | — | — |
| | 1,081,731 | 0 | 1,073,435 | 0 | 912,560 | 0 | 919,939 | 0 |
| B.—CHAIRMAN. | | | | | | | | |
| 1 Salary and personal allowance | 22,350 | 0 | 22,350 | 0 | 22,350 | 0 | 27,600 | 0 |
| — Temporary increase | 2,813 | 0 | 2,812 | 0 | 2,813 | 0 | — | — |
| | 25,163 | 0 | 25,162 | 0 | 25,163 | 0 | 27,600 | 0 |
| C.—SECRETARIAT. | | | | | | | | |
| 1 Salaries | 40,662 | 0 | 40,389 | 0 | 40,104 | 0 | 56,765 | 0 |
| 2 Allowances | 440 | 0 | 440 | 0 | 480 | 0 | 480 | 0 |
| 3 Legal expenses | 7,000 | 0 | 3,668 | 0 | 7,000 | 0 | 7,000 | 0 |
| 4 Advertisements | 1,250 | 0 | 440 | 0 | 2,000 | 0 | 1,750 | 0 |
| 5 Furniture | 75 | 0 | 56 | 0 | 75 | 0 | 75 | 0 |
| 6 Stationery | 12,500 | 0 | 12,275 | 0 | 12,000 | 0 | 12,000 | 0 |
| 7 Library (Books and Publication) | 75 | 0 | 62 | 0 | 75 | 0 | 325 | 0 |
| 8 Postage | 110 | 0 | 94 | 0 | 100 | 0 | 100 | 0 |
| 9 Telephones | 8,000 | 0 | 7,978 | 0 | 8,000 | 0 | 8,000 | 0 |
| 10 Train and tram fare allowances | 1,500 | 0 | 1,453 | 0 | 1,500 | 0 | 1,500 | 0 |
| 11 General upkeep, &c., Printing Dept. | 500 | 0 | 446 | 0 | 3,000 | 0 | 600 | 0 |
| 12 Binding materials | 900 | 0 | 840 | 0 | 900 | 0 | 900 | 0 |
| 13 Medical Boards | 100 | 0 | 31 | 0 | 100 | 0 | 100 | 0 |
| 14 Uniforms | 500 | 0 | 252 | 0 | 500 | 0 | 500 | 0 |
| 15 Miscellaneous | 1,000 | 0 | 944 | 0 | 1,250 | 0 | 2,250 | 0 |
| — Temporary increase to Municipal Council officers | 14,886 | 0 | 14,629 | 0 | 13,450 | 0 | — | — |
| 16 Wages of coolies | — | 0 | — | 0 | 1,750 | 0 | 1,080 | 0 |
| | 89,498 | 0 | 83,997 | 0 | 92,234 | 0 | 93,425 | 0 |
| <i>Extraordinary.</i> | | | | | | | | |
| 17 New type for Printing Department | 5,025 | 0 | 5,005 | 0 | — | 0 | 2,500 | 0 |
| D.—FINANCE DEPARTMENT. | | | | | | | | |
| 1 Salaries | 107,003 | 0 | 106,154 | 0 | 117,561 | 0 | 154,824 | 0 |
| 2 Allowances | 6,690 | 0 | 6,690 | 0 | 6,690 | 0 | 6,090 | 0 |
| 3 Commission to Collectors, &c. | 72,500 | 0 | 70,404 | 0 | 75,000 | 0 | 60,000 | 0 |
| — Refunds | 5,000 | 0 | 368 | 0 | — | 0 | — | 0 |
| 4 Uniforms | 900 | 0 | 822 | 0 | 1,500 | 0 | 1,500 | 0 |
| 5 Extra clerks | 6,600 | 0 | 6,253 | 0 | 3,000 | 0 | 5,000 | 0 |
| 6 Library | 50 | 0 | 41 | 0 | 100 | 0 | 150 | 0 |
| 7 Stationery | 2,775 | 0 | 2,768 | 0 | 3,500 | 0 | 3,500 | 0 |
| 8 Postage and receipt stamps | 3,500 | 0 | 3,560 | 0 | 4,000 | 0 | 4,000 | 0 |
| 9 Train and tram fare allowances | 2,200 | 0 | 1,760 | 0 | 2,200 | 0 | 2,000 | 0 |
| 10 Furniture | 350 | 0 | 309 | 0 | 350 | 0 | 350 | 0 |
| 11 Advertisements | 4,250 | 0 | 3,280 | 0 | 5,000 | 0 | 4,500 | 0 |
| 12 Tin plates, badges, fare tables, painting, branding, and dog tickets | 7,400 | 0 | 7,495 | 0 | 7,500 | 0 | 8,000 | 0 |
| 13 Rent of Inspectors' houses | 6,000 | 0 | 5,980 | 0 | 6,000 | 0 | 6,800 | 0 |
| 14 Store expenses | 500 | 0 | 435 | 0 | 3,350 | 0 | 5,550 | 0 |
| 15 Miscellaneous | 4,100 | 0 | 3,621 | 0 | 5,000 | 0 | 4,650 | 0 |
| 16 Insurance of Municipal Council buildings | 4,500 | 0 | 3,423 | 0 | 4,000 | 0 | 4,000 | 0 |
| 17 Premium on guarantee policies | — | 0 | — | 0 | — | 0 | 350 | 0 |
| — Temporary increase to Municipal Council officers | 34,082 | 0 | 33,118 | 0 | 33,759 | 0 | — | — |
| — Remuneration to the officers of the vehicles and animals and assessment branches, for extra work | 1,457 | 0 | 1,457 | 0 | — | 0 | — | — |
| — British Empire Exhibition, 1924 | 1,500 | 0 | — | 0 | — | 0 | — | — |
| | 271,357 | 0 | 257,938 | 0 | 278,510 | 0 | 271,064 | 0 |

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|--|--|----------|------------------------------|----------|---------------------------------|----------|---------------------------------|----------|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| E.—VETERINARY DEPARTMENT. | | | | | | | | |
| <i>(a) Office.</i> | | | | | | | | |
| 1 Salaries | 17,370 | 0 | 17,281 | 0 | 17,736 | 0 | 24,907 | 0 |
| 2 Allowances | 2,830 | 0 | 2,740 | 0 | 2,880 | 0 | 2,880 | 0 |
| 3 Rent of Inspectors' houses | 2,160 | 0 | 2,160 | 0 | 2,160 | 0 | 2,160 | 0 |
| 4 Prevention of diseases in animals | 7,500 | 0 | 7,206 | 0 | 7,000 | 0 | 8,000 | 0 |
| 5 Grazing tickets | 230 | 0 | 109 | 0 | 200 | 0 | 200 | 0 |
| 6 Uniforms | 950 | 0 | 693 | 0 | 830 | 0 | 1,000 | 0 |
| 7 Train and tram fare allowances | 325 | 0 | 259 | 0 | 225 | 0 | 225 | 0 |
| 8 Postage | 100 | 0 | 94 | 0 | 125 | 0 | 125 | 0 |
| 9 Furniture | 150 | 0 | 100 | 0 | 150 | 0 | 150 | 0 |
| 10 Library | 75 | 0 | 71 | 0 | 100 | 0 | 100 | 0 |
| 11 Stationery | 500 | 0 | 473 | 0 | 500 | 0 | 500 | 0 |
| 12 Miscellaneous | 300 | 0 | 258 | 0 | 250 | 0 | 100 | 0 |
| — Temporary increase to Municipal Council officers | 12,475 | 0 | 11,876 | 0 | 10,490 | 0 | — | — |
| 13 Wages of coolies | — | — | — | — | 315 | 0 | 324 | 0 |
| | 44,985 | 0 | 43,325 | 0 | 42,931 | 0 | 40,671 | 0 |
| <i>(b) Cattle Mart and Quarantine Station.</i> | | | | | | | | |
| 14 Salaries | 11,668 | 0 | 11,513 | 0 | 8,120 | 0 | 11,513 | 0 |
| 15 Allowances | 2,580 | 0 | 2,026 | 0 | 2,580 | 0 | 2,580 | 0 |
| 16 Tools and materials | 1,200 | 0 | 976 | 0 | 1,000 | 0 | 1,000 | 0 |
| 17 Disinfectants | 1,000 | 0 | 971 | 0 | 1,000 | 0 | 1,000 | 0 |
| 18 Treatment of sick cattle | 200 | 0 | 181 | 0 | 200 | 0 | 200 | 0 |
| 19 Inoculation of cattle | 3,000 | 0 | 2,784 | 0 | 3,000 | 0 | 4,400 | 0 |
| 20 Wages of coolies | 500 | 0 | 439 | 0 | 6,440 | 0 | 7,700 | 0 |
| 21 Miscellaneous | 500 | 0 | 321 | 0 | 900 | 0 | 900 | 0 |
| | 20,648 | 0 | 19,211 | 0 | 23,240 | 0 | 29,293 | 0 |
| <i>(c) Conservancy Depot.</i> | | | | | | | | |
| — Salaries | 2,472 | 0 | 786 | 0 | — | — | — | — |
| — Wages to coolies, &c. | 16,600 | 0 | 6,777 | 0 | — | — | — | — |
| — Allowances | 780 | 0 | — | — | — | — | — | — |
| — Purchase of bulls | 500 | 0 | — | — | — | — | — | — |
| — Cattle food | 9,600 | 0 | 3,502 | 0 | — | — | — | — |
| — Treatment of sick bulls | 100 | 0 | 76 | 0 | — | — | — | — |
| — Inoculation of bulls | 250 | 0 | — | — | — | — | — | — |
| — Shoeing bulls | 840 | 0 | 238 | 0 | — | — | — | — |
| — Cleansing of septic tanks | 150 | 0 | 64 | 0 | — | — | — | — |
| — Tools and materials | 750 | 0 | 426 | 0 | — | — | — | — |
| — Lighting carts | 1,000 | 0 | 386 | 0 | — | — | — | — |
| — Disinfectants | 750 | 0 | 222 | 0 | — | — | — | — |
| — Miscellaneous | 100 | 0 | — | — | — | — | — | — |
| | 33,892 | 0 | 12,527 | 0 | — | — | — | — |
| <i>(d) Dog Pound and Cattle Ambulances.</i> | | | | | | | | |
| 22 Salaries | 3,012 | 0 | 2,846 | 0 | 684 | 0 | 1,008 | 0 |
| 23 Capture of dogs | 5,600 | 0 | 5,406 | 0 | 5,600 | 0 | 5,900 | 0 |
| 24 Upkeep of motor ambulances | 2,500 | 0 | 2,360 | 0 | 5,000 | 0 | 3,500 | 0 |
| | 11,112 | 0 | 10,412 | 0 | 11,284 | 0 | 10,408 | 0 |
| <i>(e) Rat Destruction.</i> | | | | | | | | |
| 25 Salaries | 28,398 | 0 | 28,087 | 0 | 996 | 0 | 1,410 | 0 |
| 26 Allowances | 720 | 0 | 720 | 0 | 720 | 0 | 2,280 | 0 |
| 27 Baits and poison | 8,000 | 0 | 7,870 | 0 | 8,000 | 0 | 10,000 | 0 |
| 28 Disinfectants | 500 | 0 | 496 | 0 | 500 | 0 | 500 | 0 |
| 29 Rat traps | 1,000 | 0 | 909 | 0 | 1,000 | 0 | 2,000 | 0 |
| 30 Contingencies | 3,440 | 0 | 3,358 | 0 | 3,000 | 0 | 3,000 | 0 |
| 31 Wages of overseers and coolies | — | — | — | — | 28,710 | 0 | 31,390 | 0 |
| | 42,058 | 0 | 41,440 | 0 | 42,926 | 0 | 50,580 | 0 |
| <i>Extraordinary (New Works.)</i> | | | | | | | | |
| — Motor ambulance for cattle | 5,250 | 0 | 5,236 | 0 | — | — | — | — |
| 32 Improvement of cattle Quarantine sheds | — | — | — | — | — | — | 20,400 | 0 |
| | 5,250 | 0 | 5,236 | 0 | — | — | 20,400 | 0 |

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|--|--|----------|------------------------------|----------|---------------------------------|----------|---------------------------------|----------|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| F.—MUNICIPAL COURT: | | | | | | | | |
| 1 Salaries .. | 17,144 | 0 | 14,198 | 0 | 18,288 | 0 | 21,497 | 0 |
| 2 Train and tram fare allowances .. | 500 | 0 | 401 | 0 | 500 | 0 | 500 | 0 |
| 3 Uniforms .. | 300 | 0 | 138 | 0 | 300 | 0 | 300 | 0 |
| 4 Stationery .. | 420 | 0 | 401 | 0 | 200 | 0 | 200 | 0 |
| 5 Library .. | 50 | 0 | — | 0 | 50 | 0 | 50 | 0 |
| 6 Miscellaneous .. | 250 | 0 | 227 | 0 | 650 | 0 | 650 | 0 |
| — Temporary increase to Municipal Council officers .. | 6,049 | 0 | 5,096 | 0 | 3,710 | 0 | — | 0 |
| | 24,713 | 0 | 20,461 | 0 | 23,698 | 0 | 23,197 | 0 |
| G.—FIRE BRIGADE AND AMBULANCES. | | | | | | | | |
| 1 Salaries .. | 22,260 | 0 | 20,468 | 0 | 21,310 | 0 | 31,445 | 0 |
| 2 Allowances .. | 2,813 | 0 | 2,730 | 0 | 3,936 | 0 | 2,376 | 0 |
| 3 Uniforms .. | 5,500 | 0 | 5,171 | 0 | 5,500 | 0 | 5,500 | 0 |
| 4 Stores .. | 3,700 | 0 | 3,637 | 0 | 4,000 | 0 | 4,000 | 0 |
| 5 Working expenses and lights .. | 3,300 | 0 | 3,269 | 0 | 3,108 | 0 | 3,728 | 0 |
| 6 Maintenance of motor ambulances .. | 2,800 | 0 | 2,532 | 0 | 2,800 | 0 | 5,800 | 0 |
| — Hose, couplings, &c. .. | 6,650 | 0 | 6,634 | 0 | 8,750 | 0 | — | 0 |
| 7 Fire alarm point .. | 150 | 0 | — | 0 | 150 | 0 | 150 | 0 |
| 8 Stationery .. | 125 | 0 | 100 | 0 | 125 | 0 | 125 | 0 |
| 9 Library .. | 75 | 0 | 6 | 0 | 75 | 0 | 75 | 0 |
| — Temporary increase to Municipal Council officers .. | 8,727 | 0 | 7,686 | 0 | 8,260 | 0 | — | 0 |
| 10 Wages of daily paid staff .. | — | 0 | — | 0 | — | 0 | 2,329 | 0 |
| | 56,100 | 0 | 52,233 | 0 | 58,014 | 0 | 55,528 | 0 |
| <i>Extraordinary (New Works.)</i> | | | | | | | | |
| — Motorization of the fire brigade .. | 348* | 0 | 239 | 0 | — | 0 | — | 0 |
| — Dennis petrol. automobile and trailer turbine fire pump .. | 37,700 | 0 | 38,002 | 0 | — | 0 | — | 0 |
| 11 Purchase and fitting of bodies of three ambulances (accidents) .. | — | 0 | — | 0 | — | 0 | 10,725 | 0 |
| 12 Two additional exits from Fire Brigade Station into Bankshall street .. | — | 0 | — | 0 | — | 0 | 1,500 | 0 |
| | 37,700 | 0 | 38,241 | 0 | — | 0 | 12,225 | 0 |
| H.—PUBLIC HEALTH DEPARTMENT. | | | | | | | | |
| <i>(a) Sanitary Branch.</i> | | | | | | | | |
| 1 Salaries .. | 97,445 | 0 | 96,430 | 0 | 92,402 | 0 | 130,890 | 0 |
| 2 Allowances .. | 16,104 | 0 | 15,318 | 0 | 16,104 | 0 | 17,904 | 0 |
| 3 Rent of Inspectors' houses .. | 11,940 | 0 | 11,940 | 0 | 11,940 | 0 | 11,940 | 0 |
| 4 Prevention of infectious diseases .. | 7,739 | 0 | 5,168 | 0 | 8,300 | 0 | 8,300 | 0 |
| 5 Train and tram fare allowances .. | 1,000 | 0 | 828 | 0 | 1,000 | 0 | 1,000 | 0 |
| 6 Postage .. | 125 | 0 | 108 | 0 | 125 | 0 | 125 | 0 |
| 7 Uniforms .. | 7,000 | 0 | 4,512 | 0 | 7,000 | 0 | 7,000 | 0 |
| 8 Plague prevention .. | 35,000 | 0 | 34,002 | 0 | 42,855 | 0 | 63,500 | 0 |
| 9 Library .. | 400 | 0 | 376 | 0 | 400 | 0 | 400 | 0 |
| 10 Furniture .. | 100 | 0 | 89 | 0 | 100 | 0 | 100 | 0 |
| 11 Stationery .. | 2,000 | 0 | 1,730 | 0 | 2,000 | 0 | 2,382 | 0 |
| 12 Miscellaneous .. | 2,811 | 0 | 2,718 | 0 | 3,000 | 0 | 3,000 | 0 |
| 13 Removing sick and burying dead bodies .. | 1,200 | 0 | 699 | 0 | 1,200 | 0 | 1,200 | 0 |
| — Temporary increase to Municipal Council officers .. | 55,383 | 0 | 54,615 | 0 | 47,458 | 0 | — | 0 |
| 14 Wages of Coolies .. | — | 0 | — | 0 | 10,146 | 0 | 11,950 | 0 |
| — Prevention of Mosquito breeding .. | — | 0 | — | 0 | 3,000 | 0 | — | 0 |
| 15 Maintenance of Moto Disinfecting vans .. | — | 0 | — | 0 | — | 0 | 2,500 | 0 |
| | 238,247 | 0 | 228,533 | 0 | 247,030 | 0 | 262,191 | 0 |
| <i>(b) Dispensaries.</i> | | | | | | | | |
| 16 Salaries .. | 23,058 | 0 | 22,098 | 0 | 24,210 | 0 | 33,645 | 0 |
| 17 Allowances .. | 10,920 | 0 | 10,100 | 0 | 10,860 | 0 | 10,860 | 0 |
| 18 Rent of stations .. | 3,000 | 0 | 2,700 | 0 | 3,000 | 0 | 3,000 | 0 |
| 19 Equipment .. | 18,500 | 0 | 16,291 | 0 | 16,000 | 0 | 16,000 | 0 |
| — Contingencies .. | 761 | 0 | 31 | 0 | — | 0 | — | 0 |
| 20 Wages of Punkah boy .. | — | 0 | — | 0 | — | 0 | 150 | 0 |
| | 56,239 | 0 | 51,220 | 0 | 54,070 | 0 | 63,655 | 0 |

* Unspent balance at December 31, 1921, brought forward.

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|--|--|----------|------------------------------|----------|---------------------------------|----------|---------------------------------|----------|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| <i>(c) Municipal Enteric Hospital.</i> | | | | | | | | |
| 21 Salaries | 5,442 | 0 | 4,986 | 0 | 5,070 | 0 | 5,169 | 0 |
| 22 Allowances | 960 | 0 | 600 | 0 | 720 | 0 | 1,200 | 0 |
| 23 Diet | 3,600 | 0 | 3,574 | 0 | 4,000 | 0 | 4,000 | 0 |
| 24 Extras | 3,400 | 0 | 1,322 | 0 | 3,000 | 0 | 3,000 | 0 |
| 25 Wages of coolies | — | | — | | 567 | 0 | 2,950 | 0 |
| | 13,402 | 0 | 10,482 | 0 | 13,357 | 0 | 16,319 | 0 |
| <i>(d) Markets.</i> | | | | | | | | |
| 26 Salaries | 11,328 | 0 | 11,071 | 0 | 6,432 | 0 | 10,635 | 0 |
| 27 Equipment and tools | 1,000 | 0 | 723 | 0 | 1,750 | 0 | 1,750 | 0 |
| 28 Wages of coolies | — | | — | | 9,789 | 0 | 12,750 | 0 |
| | 12,328 | 0 | 11,794 | 0 | 17,971 | 0 | 25,135 | 0 |
| <i>(e) Slaughter-houses.</i> | | | | | | | | |
| 29 Salaries | 6,184 | 0 | 6,134 | 0 | 3,988 | 0 | 5,440 | 0 |
| 30 Allowances | 480 | 0 | 480 | 0 | 480 | 0 | 480 | 0 |
| 31 Feeding charges | 4,800 | 0 | 2,037 | 0 | 4,800 | 0 | 4,800 | 0 |
| 32 Miscellaneous | 1,200 | 0 | 904 | 0 | 1,200 | 0 | 1,200 | 0 |
| 33 Wages of coolies | — | | — | | 3,438 | 0 | 4,000 | 0 |
| | 12,664 | 0 | 9,555 | 0 | 13,906 | 0 | 15,920 | 0 |
| <i>(f) General Cemeteries.</i> | | | | | | | | |
| 34 Salaries | 9,060 | 0 | 9,018 | 0 | 3,354 | 0 | 4,829 | 0 |
| 35 Upkeep of cemeteries | 1,000 | 0 | 781 | 0 | 1,000 | 0 | 1,000 | 0 |
| 36 Miscellaneous | 600 | 0 | 507 | 0 | 600 | 0 | 600 | 0 |
| 37 Wages of coolies | — | | — | | 8,748 | 0 | 10,400 | 0 |
| | 10,660 | 0 | 10,306 | 0 | 13,702 | 0 | 16,829 | 0 |
| <i>(g) Bacteriological Laboratory.</i> | | | | | | | | |
| 38 Salaries | 15,012 | 0 | 14,997 | 0 | 14,892 | 0 | 19,157 | 0 |
| 39 Allowances | 600 | 0 | 600 | 0 | 600 | 0 | 600 | 0 |
| 40 Equipment | 2,000 | 0 | 1,834 | 0 | 2,000 | 0 | 2,200 | 0 |
| 41 Maintenance | 6,000 | 0 | 5,858 | 0 | 6,000 | 0 | 6,300 | 0 |
| 42 Wages of coolies | — | | — | | 324 | 0 | 1,050 | 0 |
| | 23,612 | 0 | 23,289 | 0 | 23,816 | 0 | 29,307 | 0 |
| <i>(h) Municipal Laundries.</i> | | | | | | | | |
| 43 Wages and maintenance | 750 | 0 | 346 | 0 | 1,500 | 0 | 2,000 | 0 |
| I.—WORKS DEPARTMENT. | | | | | | | | |
| <i>(a) Office.</i> | | | | | | | | |
| 1 Salaries (works) | 161,672 | 0 | 156,554 | 0 | 128,962 | 0 | 159,970 | 0 |
| 2 Do. (conservancy) | 18,298 | 0 | 17,884 | 0 | 18,448 | 0 | 25,709 | 0 |
| 3 Allowances (works) | 18,540 | 0 | 18,126 | 0 | 16,020 | 0 | 14,640 | 0 |
| 4 Do. (conservancy) | 7,740 | 0 | 7,330 | 0 | 7,740 | 0 | 7,740 | 0 |
| 5 Survey and drawing materials | 3,000 | 0 | 892 | 0 | 3,000 | 0 | 2,500 | 0 |
| 6 Train and tram fare allowances (works) | 1,200 | 0 | 952 | 0 | 1,200 | 0 | 1,000 | 0 |
| 7 Do. (conservancy) | 136 | 0 | 66 | 0 | 120 | 0 | 75 | 0 |
| 8 Uniforms (works) | 650 | 0 | 315 | 0 | 650 | 0 | 650 | 0 |
| 9 Do. (conservancy) | 810 | 0 | 447 | 0 | 550 | 0 | 460 | 0 |
| 10 Library | 200 | 0 | 138 | 0 | 200 | 0 | 200 | 0 |
| 11 Stationery | 2,750 | 0 | 2,274 | 0 | 2,500 | 0 | 2,500 | 0 |
| 12 Miscellaneous (works) | 1,350 | 0 | 1,079 | 0 | 1,350 | 0 | 1,150 | 0 |
| 13 Do. (conservancy) | 150 | 0 | 44 | 0 | 100 | 0 | 100 | 0 |
| — Temporary increase to Municipal Council officers | 45,150 | 0 | 44,113 | 0 | 46,670 | 0 | — | |
| | 261,646 | 0 | 250,184 | 0 | 227,510 | 0 | 216,694 | 0 |

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|--|--|----|------------------------------|----|---------------------------------|----|---------------------------------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| <i>(b) Buildings.</i> | | | | | | | | |
| 14 Maintenance, Town Hall .. | 3,000 | 0 | 2,729 | 0 | 3,000 | 0 | 2,750 | 0 |
| 15 Do. cemeteries and hospitals .. | 3,500 | 0 | 2,704 | 0 | 3,500 | 0 | 3,000 | 0 |
| 16 Do. quarantine station and mart .. | 2,500 | 0 | 1,890 | 0 | 2,500 | 0 | 2,250 | 0 |
| 17 Do. markets .. | 13,000 | 0 | 10,991 | 0 | 14,500 | 0 | 17,000 | 0 |
| 18 Do. latrines and tipping depôts .. | 1,000 | 0 | 1,010 | 0 | 1,000 | 0 | 1,500 | 0 |
| 19 Do. Suduwella depôt .. | 2,300 | 0 | 2,186 | 0 | 3,500 | 0 | 3,500 | 0 |
| — Do. conservancy buildings .. | 690 | 0 | 662 | 0 | — | — | — | — |
| 20 Do. Fire Brigade buildings .. | 1,300 | 0 | 756 | 0 | 1,300 | 0 | 975 | 0 |
| 21 Do. Maligakanda offices .. | 2,050 | 0 | 1,920 | 0 | 2,775 | 0 | 2,500 | 0 |
| 22 Working and maintenance of disinfectory .. | 1,200 | 0 | 870 | 0 | 1,200 | 0 | 1,200 | 0 |
| 23 Maintenance, slaughter-house .. | 3,800 | 0 | 3,679 | 0 | 2,800 | 0 | 2,800 | 0 |
| 24 Do. miscellaneous buildings .. | 7,285 | 0 | 5,773 | 0 | 8,525 | 0 | 6,750 | 0 |
| 25 Wages of overseers—buildings .. | — | — | — | — | 2,555 | 0 | 2,555 | 0 |
| 26 Allowances to overseers—buildings .. | — | — | — | — | 240 | 0 | 240 | 0 |
| | 41,625 | 0 | 35,170 | 0 | 47,395 | 0 | 47,020 | 0 |
| <i>(c) Roads, Bridges, Culverts, Drains, &c.</i> | | | | | | | | |
| 27 Upkeep of roads, other than surface maintenance .. | 22,400 | 0 | 22,024 | 0 | 25,000 | 0 | 27,500 | 0 |
| 28 Upkeep of metal roads .. | 274,500 | 0 | 271,059 | 0 | 290,000 | 0 | 300,000 | 0 |
| 29 Upkeep of gravel roads .. | 30,000 | 0 | 29,819 | 0 | 30,000 | 0 | 30,000 | 0 |
| 30 Watering, tarring, and oiling streets .. | 112,000 | 0 | 110,796 | 0 | 112,000 | 0 | 112,000 | 0 |
| 31 Repairs to bridges, culverts, drains, &c. .. | 30,000 | 0 | 29,708 | 0 | 30,000 | 0 | 32,500 | 0 |
| 32 Conservancy of main drains .. | 7,600 | 0 | 7,553 | 0 | 8,500 | 0 | 8,500 | 0 |
| 33 Repairs to steam rollers and lorries .. | 21,500 | 0 | 20,642 | 0 | 21,500 | 0 | 31,000 | 0 |
| 34 Repairs and purchase of tools .. | 22,000 | 0 | 21,680 | 0 | 22,000 | 0 | 28,500 | 0 |
| — Roads, night soil depôt .. | 2,500 | 0 | 634 | 0 | — | — | — | — |
| 35 Maintenance and repairs to plant .. | 6,000 | 0 | 5,905 | 0 | 7,500 | 0 | 8,500 | 0 |
| 36 Miscellaneous .. | 4,500 | 0 | 2,513 | 0 | 5,750 | 0 | 5,750 | 0 |
| 37 Wages of overseers—roads .. | — | — | — | — | 20,000 | 0 | 20,000 | 0 |
| 38 Allowances to overseers—roads .. | — | — | — | — | 2,280 | 0 | 2,280 | 0 |
| | 533,000 | 0 | 522,333 | 0 | 574,530 | 0 | 606,530 | 0 |
| <i>(d) Scavenging.</i> | | | | | | | | |
| 39 Wages of overseers .. | — | — | — | — | 12,775 | 0 | 13,275 | 0 |
| 40 Scavenging, dust sweeping, and removal of mud .. | 236,500 | 0 | 235,720 | 0 | 241,500 | 0 | 251,000 | 0 |
| | 236,500 | 0 | 235,720 | 0 | 254,275 | 0 | 264,275 | 0 |
| <i>(e) Lake and Canal.</i> | | | | | | | | |
| — Clearing and deepening canal .. | 296 | 0* | 296 | 0 | — | — | — | — |
| <i>(f) Parks.</i> | | | | | | | | |
| 41 Maintenance of parks, open spaces, &c. .. | 31,150 | 0 | 28,252 | 0 | 28,400 | 0 | 29,500 | 0 |
| 42 Upkeep of playgrounds .. | 3,300 | 0 | 3,121 | 0 | 3,300 | 0 | 3,300 | 0 |
| | 34,450 | 0 | 31,373 | 0 | 31,700 | 0 | 32,800 | 0 |
| <i>(g) Lighting.</i> | | | | | | | | |
| 43 Lighting public streets with gas .. | 123,000 | 0 | 122,818 | 0 | 120,000 | 0 | 125,000 | 0 |
| 44 Electric lighting of Fort .. | 21,500 | 0 | 20,879 | 0 | 25,000 | 0 | 25,000 | 0 |
| 45 Alterations to gas lamps .. | 1,000 | 0 | 711 | 0 | 1,000 | 0 | 1,000 | 0 |
| 46 Lighting Municipal buildings .. | 14,750 | 0 | 14,493 | 0 | 18,500 | 0 | 23,700 | 0 |
| — Gas apparatus, chemicals, fittings, &c. .. | 250 | 0 | 189 | 0 | 250 | 0 | — | — |
| 47 Electric fans and lamps, Municipal Council offices .. | 10,570 | 0 | 10,511 | 0 | 12,000 | 0 | 12,000 | 0 |
| | 171,070 | 0 | 169,601 | 0 | 176,750 | 0 | 186,700 | 0 |

* Unspent balance at December 31, 1921, brought forward.

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|--|--|----------|------------------------------|----------|---------------------------------|----------|---------------------------------|----------|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| <i>(h) Conservancy.</i> | | | | | | | | |
| — Supply of coir dust .. | 2,600 | 0 | 2,594 | 0 | — | — | — | — |
| 48 Tools and materials .. | 5,000 | 0 | 4,709 | 0 | 4,750 | 0 | 4,500 | 0 |
| 49 Disinfectants .. | 26,500 | 0 | 26,496 | 0 | 29,100 | 0 | 23,300 | 0 |
| 50 Wages of coolies .. | 102,000 | 0 | 98,174 | 0 | 85,000 | 0 | 97,000 | 0 |
| 51 Maintenance of Conservancy carts and working expenses of Ford conservancy lorries .. | 3,000 | 0 | 2,660 | 0 | 5,000 | 0 | 5,000 | 0 |
| | 139,100 | 0 | 134,633 | 0 | 123,850 | 0 | 129,800 | 0 |
| <i>Conservancy (Extraordinary).</i> | | | | | | | | |
| — Two night soil (Ford) vans for conservancy of Timbirigasyaya .. | 9,750 | 0 | 8,320 | 0 | — | — | — | — |
| — Two night soil storage centres in Timbirigasyaya .. | 2,750 | 0 | 1,070 | 0 | — | — | — | — |
| — Fifty night soil hand carts .. | 5,000 | 0 | 4,932 | 0 | 5,000 | 0 | — | — |
| | 17,500 | 0 | 14,322 | 0 | 5,000 | 0 | — | — |
| <i>(i) Miscellaneous.</i> | | | | | | | | |
| 52 Working and maintenance of destructor | 37,000 | 0 | 36,957 | 0 | 39,000 | 0 | 33,000 | 0 |
| — Repairs to ambulance carts .. | 300 | 0 | 140 | 0 | 300 | 0 | — | — |
| — Cart washing place and filter beds .. | 100 | 0 | — | — | — | — | — | — |
| 53 Surveys, tracings, photographs, &c. .. | 19,000 | 0 | 18,126 | 0 | 19,000 | 0 | 17,000 | 0 |
| 54 Furniture .. | 500 | 0 | 456 | 0 | 500 | 0 | 500 | 0 |
| 55 Upkeep of Chairman's motor car .. | 4,000 | 0 | 3,960 | 0 | 4,000 | 0 | 4,000 | 0 |
| 56 Sundries (postage) .. | 600 | 0 | 492 | 0 | 600 | 0 | 600 | 0 |
| 57 Upkeep of Printing Department machinery and gas .. | 600 | 0 | 566 | 0 | 600 | 0 | 600 | 0 |
| 58 Repairs to drinking troughs .. | 200 | 0 | 33 | 0 | 200 | 0 | 200 | 0 |
| 59 Fences and watching Municipal Council lands .. | 750 | 0 | 346 | 0 | 1,000 | 0 | 1,000 | 0 |
| | 63,050 | 0 | 61,076 | 0 | 65,200 | 0 | 56,900 | 0 |
| <i>(k) Extraordinary.</i> | | | | | | | | |
| NEW WORKS. | | | | | | | | |
| — Sun blinds for markets .. | 5,000 | 0 | 1,519 | 0 | — | — | — | — |
| — Crow proofing and extension of Bacteriological Laboratory .. | 6,000 | 0 | 4,808 | 0 | — | — | — | — |
| — Concrete path around Slaughter-houses .. | 1,100 | 0 | 702 | 0 | — | — | — | — |
| — Extension ladder for Mosquito Brigade .. | 750 | 0 | 642 | 0 | — | — | — | — |
| — Darley road widening and improvement .. | — | — | — | — | — | — | — | — |
| — Eight boutiques at Gas Work street and road repairs .. | 20,000 | 0 | 14,015 | 0 | — | — | — | — |
| — Second instalment of twenty-four boutiques and to complete all improvements needed in Gas Works street .. | 19,000 | 0 | — | — | — | — | — | — |
| — Erection of Dog Pound and Rat Depot at Mansergh Avenue .. | 16,470 | 0 | 15,626 | 0 | — | — | — | — |
| — Supply of Hydrants and Hoses .. | 3,000 | 0 | 2,890 | 0 | — | — | — | — |
| — Extension of Gas main at Cotta road, near the Toll Bar .. | 2,000 | 0 | 1,512 | 0 | — | — | — | — |
| — Rounding off of Dematagoda-Maradana junction, Lauries road-Galle road, Lauries road-Serpentine road junction, St. Michael's road-Colpetty road junction, Thurston road-Serpentine road junction .. | 15,000 | 0 | 10,429 | 0 | — | — | — | — |
| — Extension of culverts in Dean's road .. | 7,000 | 0 | 5,219 | 0 | — | — | — | — |
| — Extension of, and shelter for rollers, &c., at Suduwella Stores .. | 30,000 | 0 | 24,811 | 0 | — | — | — | — |
| — Building of Kotahena and Borella Markets .. | 379,786 | 0 | 216,860 | 0 | — | — | — | — |
| — Construction of metalled road at Mansergh Avenue .. | 70,000 | 0 | 62,196 | 0 | — | — | — | — |
| — Widening of Colpetty road near Turret road junction .. | 250,000 | 0 | — | — | 150,000 | 0 | — | — |
| — Plant for road work .. | 30,500 | 0 | 13,388 | 0 | — | — | — | — |
| 60 Footpath improvements widening, &c. .. | 10,000 | 0 | 9,004 | 0 | 10,000 | 0 | 10,000 | 0 |

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|---|--|---------|------------------------------|----|---------------------------------|----|---------------------------------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| — Erection of stores at Suduwella for City Sanitation Department .. | 5,000 | 0 | — | .. | — | .. | — | .. |
| — Cost of gas main and lamps in Keta-welamulla lane .. | 3,800 | 0 | 3,709 | 0 | — | .. | — | .. |
| — Improvements to Thurston road .. | 5,981 | 0* | 5,971 | 0 | — | .. | — | .. |
| — Purchase of two lorries and two trailers .. | 2,122 | 0* | 1,136 | 0 | — | .. | — | .. |
| — Gratings for catch pits .. | 31 | 0* | 31 | 0 | — | .. | — | .. |
| — Alteration of water posts .. | 932 | 0* | 470 | 0 | — | .. | — | .. |
| — Darley road improvements .. | 110,350 25,081 | 0 0* | 122,323 | 0 | — | .. | — | .. |
| — Provision for purchase of land for quarry and cemetery at Wellawatta .. | 100,000 | 0* | 44 | 0 | 50,000 | 0 | — | .. |
| — Acquisition of land .. | 49,995 | 0* | — | .. | — | .. | — | .. |
| — Fencing Cattle Segregation Camp at Borella .. | 308 | 0* | 202 | 0 | — | .. | — | .. |
| — Construction of shops at Gas Works street and Fifth Cross street .. | 22,586 | 0* | 20,328 | 0 | — | .. | — | .. |
| — Widening of Turret road .. | 21,881 | 0* | 20,065 | 0 | — | .. | — | .. |
| — Temporary boutique at Dean's road Market .. | 875 | 0* | 781 | 0 | — | .. | — | .. |
| — Pedestal closet for the Secretariat .. | 600 | 0 | 477 | 0 | — | .. | — | .. |
| — Widening of corner of Demetagoda road and Maradana road .. | 19,370 | 0 | 19,957 | 0 | — | .. | — | .. |
| — Widening of Bagatelle road and Thurston road Junction .. | 2,728 | 0 | 7 | 0 | — | .. | — | .. |
| — Erection of fruit and flower stalls at the Queen Victoria Jubilee Fountain .. | 800 | 0 | — | .. | — | .. | — | .. |
| — Acquisition of land at junction of Turret road with Green Path .. | 1,750 | 0 | — | .. | — | .. | — | .. |
| — Erection of Temporary Market at Borella .. | 1,900 | 0 | 1,271 | 0 | — | .. | — | .. |
| — New observation shed with water trough at Quarantine station .. | — | .. | — | .. | 950 | 0 | — | .. |
| — Inoculation shed at Quarantine station .. | — | .. | — | .. | 200 | 0 | — | .. |
| — Roofing of Madampitiya Animal contact buildings .. | — | .. | — | .. | 16,500 | 0 | — | .. |
| — One third cost of installing gas lighting at Dawson road, Pereira lane, and Old Kolonnawa road .. | — | .. | — | .. | 3,800 | 0 | — | .. |
| — Conversion of Reclamation road boutiques into Firemen's dwellings .. | — | .. | — | .. | 8,500 | 0 | — | .. |
| — Rounding off corners at Dean's road-Regent street, Second Division Maradana-Regent street, and Pamankade Cotta road-Galle road Junctions .. | — | .. | — | .. | 23,000 | 0 | — | .. |
| — Laying footpath, curbs and channels, Wolfendahl street .. | — | .. | — | .. | 32,000 | 0 | — | .. |
| — Purchase of steam watering van and dynamo .. | — | .. | — | .. | 27,500 | 0 | — | .. |
| 61 Substitution of inverted burners and reflectors for existing street lamp burners .. | 20,000 | 0 | 19,995 | 0 | — | .. | 20,260 | 0 |
| 62 Laying out and making up Quarry and Cemetery at Kirillapone .. | — | .. | — | .. | — | .. | 100,000 | 0 |
| 63 Bitumen mixing road plant .. | — | .. | — | .. | — | .. | 43,000 | 0 |
| 64 Rounding off corners at Bambalapitiya Pamankade Cotta road, Jail road-Maradana road (Borella), Second Division Maradana-Regent street, Dean's road-Regent street, S. E. Corner Norris Canal road-Regent street and St. Mary's Church Corner (Mattakkuliya road), and at other dangerous corners .. | — | .. | — | .. | — | .. | 6,250 | 0 |
| 65 Asphaltting road surfaces Colpetty, Galle Face Centre road, Main street, Pettah, Symond's road, and Dean's road, and Demetagoda road .. | — | .. | — | .. | — | .. | 100,000 | 0 |
| 66 Acquisition of land for and construction of road to Maligawatta .. | — | .. | — | .. | — | .. | 50,000 | 0 |

* Unspent balance at December 31, 1921, brought forward.

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|---|--|----|------------------------------|----|---------------------------------|----|---------------------------------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| 67 Kerbs and channels for draining Elie House road | — | .. | — | .. | — | .. | 4,000 | 0 |
| 68 Connecting side drains in New Chetty street to rain water drain in Van Rooyen street | — | .. | — | .. | — | .. | 2,000 | 0 |
| | 1,031,904 | 0 | 600,388 | 0 | 322,450 | 0 | 389,510 | 0 |

K.—WATERWORKS DEPARTMENT.

(a) Recurrent Expenditure.

| | | | | | | | | |
|--|---------|---|---------|---|---------|---|---------|----|
| 1 Salaries | 63,974 | 0 | 55,493 | 0 | 65,150 | 0 | 87,864 | 0 |
| 2 Allowances | 7,980 | 0 | 6,280 | 0 | 7,980 | 0 | 8,880 | 0 |
| 3 Maintenance of Colombo Waterworks | 43,203 | 0 | 39,693 | 0 | 48,094 | 0 | 49,840 | 0 |
| 4 Surveys and tracings | 300 | 0 | 224 | 0 | 300 | 0 | 300 | 0 |
| 5 Maintenance of Waterworks Engineer's office | 1,200 | 0 | 1,068 | 0 | 1,200 | 0 | 1,200 | 0 |
| 6 Maintenance of Waterworks motor car | 4,250 | 0 | 4,009 | 0 | 5,000 | 0 | 5,000 | 0 |
| 7 Purchase and upkeep of meters | 12,000 | 0 | 11,520 | 0 | 12,000 | 0 | 15,000 | 0 |
| 8 Purchase and repairs to tools | 4,000 | 0 | 2,891 | 0 | 4,000 | 0 | 4,000 | 0 |
| 9 Store expenses | 1,000 | 0 | 936 | 0 | 1,000 | 0 | 1,500 | 0 |
| 10 Train and tram fare allowances | 475 | 0 | 324 | 0 | 475 | 0 | 475 | 0 |
| 11 Library | 200 | 0 | 173 | 0 | 200 | 0 | 200 | 0 |
| 12 Postage | 315 | 0 | 297 | 0 | 350 | 0 | 375 | 0 |
| 13 Stationery | 960 | 0 | 674 | 0 | 1,000 | 0 | 1,400 | 0* |
| 14 Furniture | 200 | 0 | 152 | 0 | 200 | 0 | 200 | 0 |
| 15 Extension and improvement of water service | 5,000 | 0 | 3,968 | 0 | 5,000 | 0 | 5,000 | 0 |
| 16 Surveying and drawing instruments | 250 | 0 | 114 | 0 | 250 | 0 | 250 | 0 |
| 17 Uniforms | 1,970 | 0 | 1,794 | 0 | 1,000 | 0 | 1,200 | 0 |
| 18 Miscellaneous | 201 | 0 | 106 | 0 | 200 | 0 | 200 | 0 |
| 19 Rent of Inspectors' quarters | 3,000 | 0 | 2,500 | 0 | 3,000 | 0 | 3,000 | 0 |
| 20 Maintenance of Waterworks motor lorry | 2,450 | 0 | 2,415 | 0 | 2,450 | 0 | 2,450 | 0 |
| 21 Maintenance of filtration works, Labugama | 30,500 | 0 | 21,131 | 0 | 30,500 | 0 | 30,500 | 0 |
| — Temporary increase to Municipal Council officers | 20,719 | 0 | 16,984 | 0 | 21,000 | 0 | — | — |
| — Enlarging, scraping, and renewal of mains | 35,348† | 0 | 34,066 | 0 | 99,650 | 0 | — | — |
| | 204,147 | 0 | 206,812 | 0 | 309,999 | 0 | 218,834 | 0 |

(b) Extraordinary.

(NEW WORKS.)

| | | | | | | | | |
|---|---------|----|--------|---|---------|---|---------|---|
| — Latrine for Waterworks Office | 1,000 | 0 | 998 | 0 | — | — | — | — |
| — 12-inch main and 4-inch rider main for Union place from Darley lane to Riffe street | 125,000 | 0 | 81,309 | 0 | — | — | — | — |
| — Repairs to valves at Labugama | 2,377 | 0† | 2,360 | 0 | — | — | — | — |
| — Repairs to Maligakande Reservoir | 56,783 | 0† | 5,513 | 0 | — | — | — | — |
| — Diversion of 12-inch main at Skinner's road north, Kotahena | 2,000 | 0 | 1,884 | 0 | — | — | — | — |
| — Valves to air valves on 20-inch Duplicate Labugama main | — | — | — | — | 2,000 | 0 | — | — |
| — New mains—Turret road, Main street, Kotahena and College streets, Bridge street, Galle Face Church road, Colpetty road to Turret road | — | — | — | — | 163,709 | 0 | — | — |
| — Relaying pipes taken out from streets where new mains are to be laid | — | — | — | — | 32,334 | 0 | — | — |
| — Extending and cleansing of water pipes at Quarantine station and water trough for temporary cattle shed | — | — | — | — | 3,150 | 0 | — | — |
| 22 Extension of Labugama Filtration Works | — | — | — | — | — | — | 180,000 | 0 |
| 23 Lorry to replace existing Albion Lorry | — | — | — | — | — | — | 4,000 | 0 |
| 24 Improved bye pass supply and new 30-inch main from Maligakanda to Union place | — | — | — | — | — | — | 217,210 | 0 |
| | 128,000 | 0 | 92,064 | 0 | 201,193 | 0 | 401,210 | 0 |

* Includes provision for a new typewriter.

† Unspent balance at December 31, 1921, brought forward.

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|--|--|----|------------------------------|----|---------------------------------|----|---------------------------------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| L.—ASSESSING DEPARTMENT. | | | | | | | | |
| 1 Salaries | 36,781 | 0 | 35,116 | 0 | 42,054 | 0 | 54,155 | 0 |
| 2 Allowances | 5,387 | 0 | 5,376 | 0 | 6,360 | 0 | 6,360 | 0 |
| 3 Rent of Inspectors' houses | 3,703 | 0 | 3,682 | 0 | 4,620 | 0 | 4,620 | 0 |
| 4 Train and tram fare allowances | 600 | 0 | 386 | 0 | 600 | 0 | 600 | 0 |
| 5 Extra clerks | 1,000 | 0 | 519 | 0 | 1,000 | 0 | 1,000 | 0 |
| 6 Furniture | 700 | 0 | 602 | 0 | 200 | 0 | 300 | 0 |
| 7 Uniforms | 650 | 0 | 624 | 0 | 800 | 0 | 800 | 0 |
| 8 Stationery | 900 | 0 | 881 | 0 | 800 | 0 | 800 | 0 |
| 9 Miscellaneous | 3,351 | 0 | 3,350 | 0 | 1,270 | 0 | 1,500 | 0 |
| 10 Street number plates | 800 | 0 | 779 | 0 | 5,000 | 0 | 5,500 | 0 |
| 11 Library | 200 | 0 | 147 | 0 | 500 | 0 | 500 | 0 |
| — Temporary increase to Municipal Council officers | 8,621 | 0 | 8,175 | 0 | 10,350 | 0 | — | — |
| — Re-issue of assessment notices for 1922 | 1,073 | 0 | 1,073 | 0 | — | — | — | — |
| — Purchase of four steel cabinets, maps, &c. | 2,910 | 0 | 1,596 | 0 | — | — | — | — |
| 12 Fees for Registrar of Lands certificates | — | — | — | — | 2,500 | 0 | 2,500 | 0 |
| | 66,676 | 0 | 62,306 | 0 | 76,054 | 0 | 78,635 | 0 |
| M.—SANITATION DEPARTMENT. | | | | | | | | |
| 1 Salaries | 47,512 | 0 | 45,278 | 0 | 55,140 | 0 | 85,771 | 0 |
| 2 Allowances | 5,700 | 0 | 5,100 | 0 | 5,700 | 0 | 7,020 | 0 |
| 3 Train and tram fare allowances | 550 | 0 | 396 | 0 | 550 | 0 | 550 | 0 |
| 4 Stationery | 1,000 | 0 | 915 | 0 | 1,000 | 0 | 1,250 | 0 |
| 5 Drawing materials | 700 | 0 | 525 | 0 | 600 | 0 | 600 | 0 |
| 6 Library | 250 | 0 | 238 | 0 | 250 | 0 | 250 | 0 |
| 7 Uniforms | 150 | 0 | 89 | 0 | 150 | 0 | 150 | 0 |
| 8 Furniture | 300 | 0 | 216 | 0 | 350 | 0 | 350 | 0 |
| 9 Testing house drains | 5,350 | 0 | 5,198 | 0 | 8,000 | 0 | 9,600 | 0 |
| 10 Upkeep of sewers | 52,000 | 0 | 50,870 | 0 | 53,000 | 0 | 73,250 | 0 |
| 11 Clearing gullies, &c. | 33,485 | 0 | 29,789 | 0 | 35,000 | 0 | 35,000 | 0 |
| 12 Pumping stations | 119,500 | 0 | 118,894 | 0 | 148,100 | 0 | 162,200 | 0 |
| 13 Treatment works, Madampitiya | 10,600 | 0 | 10,172 | 0 | 10,850 | 0 | 10,850 | 0 |
| — Upkeep of district store and yard | 3,600 | 0 | 2,633 | 0 | 3,600 | 0 | — | — |
| 14 Treatment Works, Wellawatta | 2,500 | 0 | 2,244 | 0 | 2,700 | 0 | 3,000 | 0 |
| 15 Miscellaneous | 2,575 | 0 | 2,472 | 0 | 2,000 | 0 | 3,500 | 0 |
| 16 Upkeep of lavatories | 40,000 | 0 | 38,769 | 0 | 50,000 | 0 | 60,000 | 0 |
| 17 Improvements to rain water drains | 1,500 | 0 | 1,446 | 0 | 2,500 | 0 | 2,500 | 0 |
| 18 House connections | 22,250 | 0 | 20,704 | 0 | 25,000 | 0 | 50,000 | 0 |
| 19 House allowances | 3,960 | 0 | 2,940 | 0 | 3,960 | 0 | 3,960 | 0 |
| — Temporary increase to Municipal Council officers | 15,384 | 0 | 12,407 | 0 | 16,295 | 0 | — | — |
| 20 Maintenance and repairs of materials | 1,000 | 0 | 794 | 0 | 1,000 | 0 | 1,000 | 0 |
| 21 Maintenance of laundries | 250 | 0 | 57 | 0 | 1,500 | 0 | 1,500 | 0 |
| | 370,116 | 0 | 351,946 | 0 | 427,245 | 0 | 512,301 | 0 |
| <i>Extraordinary (New Works).</i> | | | | | | | | |
| — Manual laundry at Bloemendahl | 50,000 | 0 | 46,109 | 0 | — | — | — | — |
| — Extension of Drainage works | 126,868 | 0 | 68,404 | 0 | — | — | — | — |
| — Municipal manual laundry and drying rooms at Wekanda | 11,308 | 0* | 2,473 | 0 | — | — | — | — |
| — Drainage of slaughter-houses and Cattle mart, Dematagoda | 13,402 | 0 | 6,068 | 0 | — | — | — | — |
| — Survey of untrapped drains | 2,650 | 0* | 910 | 0 | — | — | — | — |
| — Acquisition of land for drainage store at Suduwella | 19,436 | 0 | 29,421 | 0 | — | — | — | — |
| — Screen for sanitation office at Maligakanda | 402 | 0* | 327 | 0 | — | — | — | — |
| — Acquisition of land for widening of Pansala road | 235 | 0 | — | — | — | — | — | — |
| — Moiety of estimated cost of extending surface water drain across reclaimed land behind Municipal Pumping Station at Slave Island | — | — | — | — | 3,250 | 0 | — | — |
| — Alterations and improvements to tipping depôts | — | — | — | — | 2,000 | 0 | — | — |
| — Purchase of typewriter and furniture from Colombo Drainage Works | — | — | — | — | 400 | 0 | — | — |
| — Additional store accommodation at Suduwella | — | — | — | — | 5,000 | 0 | — | — |

* Unspent balance at December 31, 1921, brought forward.

| Head of Expenditure. | Estimated Expenditure for 1922 including Supplemental Provision. | | Actual Expenditure for 1922. | | Estimated Expenditure for 1923. | | Estimated Expenditure for 1924. | |
|---|--|----|------------------------------|----|---------------------------------|----|---------------------------------|----|
| | Rs. | c. | Rs. | c. | Rs. | c. | Rs. | c. |
| 22 Concrete tables for Wekanda Laundry | — | — | — | — | — | — | 1,050 | 0 |
| 23 Connecting undrained markets to sewers | — | — | — | — | — | — | 2,310 | 0 |
| 24 Compulsory drainage inquiries and service of notices | — | — | — | — | — | — | 4,000 | 0 |
| 25 Extensions to Drainage Scheme Sewers in Bambalapitiya road (Brownrigg road and Vajira road) Green path (Extension to Museum) Ketawalamulla lane to Temple lane | — | — | — | — | — | — | 20,497 | 0 |
| | 209,941 | 0 | 153,712 | 0 | 10,650 | 0 | 27,857 | 0 |
| Total | 5,625,859 | 0 | 4,956,084 | 0 | 4,749,763 | 0 | 5,157,252 | 0 |

The Municipal Office,
Colombo, October 17, 1923.

T. REID,
Chairman, Municipal Council, and
Mayor of Colombo.

Prices of Foodstuffs, &c., in Colombo, on November 7, 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 37 | do. | 0 17 |
| Rice, Kallunda | do. | 5 75 | do. | 0 18 |
| Rice, Sulai | do. | 6 0 | do. | 0 19 |
| Rice, Muttusamba | do. | 7 25 | do. | 0 23 |
| Raw Rice (Rangoon) | do. | 5 75 | do. | — |
| Raw Rice (Singapore) | do. | 5 62 | do. | — |
| Raw Rice (Batavia) | do. | — | do. | — |
| Dhall (Tugarai) | — | — | Seer | 0 24 |
| Dhall (Mussouri) | — | — | do. | 0 17 |
| Green Peas | — | — | do. | 0 16 |
| Ulundu | — | — | do. | 0 16 |
| Gram | — | — | do. | 0 14 |
| Wheat Flour | — | — | lb. | 0 13 |
| American Flour | — | — | do. | 0 12 |
| Ghee, Cow | — | — | Bottle | 5 0 |
| Ghee, Buffalo | — | — | Seer | 2 75 |
| Milk | — | — | Bottle | 0 40 |
| Potatoes (Indian) | — | — | lb. | 0 9 |
| Potatoes (Bangalore) | — | — | do. | 0 8 |
| Onions (Bombay) | — | — | do. | 0 8 |
| Onions, Red | — | — | do. | 0 9 |
| 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 26 |
| Sugar, Crepe | — | — | do. | 0 21 |
| Sugar, Ceylon | — | — | do. | — |
| Sugar, Candy | — | — | do. | 0 32 |
| Sugar, Brown | — | — | do. | — |
| Salt | — | — | Measure | 0 12 |
| Salt | — | — | lb. | 0 6 |
| Dried Chillies | — | — | do. | 0 25 |
| Coriander | — | — | do. | 0 18 |
| Pepper | — | — | Measure | 0 34 |
| Garlic | — | — | lb. | 0 32 |
| Mustard | — | — | Measure | 0 34 |
| Turmeric | — | — | lb. | 0 56 |
| Fenugreek | — | — | do. | 0 20 |
| Cumin | — | — | do. | 0 56 |
| Aniseed | — | — | do. | 0 36 |
| Tamarind | — | — | do. | 0 12 |
| Jaggery | — | — | Bundle | 30-36c. |
| Gingelly | — | — | Seer | 0 30 |
| 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 15 |

| | Per | Wholesale. Rs. c. | Per | Retail. Rs. c. |
|-------------------------------|-----|----------------------|--------------------|-------------------|
| Matches (Japanese) | — | — | Packet of 12 boxes | 0 14 |
| Beef | — | — | lb. | 0 35 |
| Mutton | — | — | do. | 0 90 |
| Pork | — | — | do. | 0 60 |
| Chicken | — | — | Each | 50-75c. |
| Eggs | — | — | do. | 0 7 |
| Dry Fish, Nettali (Halmessan) | — | — | lb. | 0 30 |
| Dry Fish (Maldive) | — | — | do. | 0 68 |

G. H. N. SAUNDERS,
The Municipal Office, Financial Assistant to the Chairman,
Colombo, November 7, 1923. Municipal Council.

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.

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

SCHEDULE.

Date of Sale : December 3, 1923.

| Premises No. | Quarter and Year. | Time of Sale. A.M. |
|--------------|--|--------------------|
| | <i>Tanque Salgado.</i> | |
| 3550/31 (4) | 4th quarter, 1921, to 4th quarter, 1922 | 8 |
| | <i>Modera street.</i> | |
| 3989/62 | 4th quarter, 1921, to 2nd quarter, 1922 | 8.10 |
| 3992/59 | 1st quarter, 1913, to 2nd quarter, 1922, and riot tax, 1916 and 1917 | 8.20 |
| 3993/59 | 1st and 2nd quarters, 1922 | 8.30 |

NOTICE is hereby given that the under-mentioned movable property seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on the premises and for the period mentioned in the subjoined schedule, will be sold by

public auction at the place and the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

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

SCHEDULE.

Time and Place of Sale : November 19, 1923, at 8 a.m.,
at the Municipal Stores, Suduwella.

Mutwal street.

| Premises No. | Quarter and Year. | Property Seized. |
|--------------|----------------------------|---------------------|
| 4170/42 | 1st and 2nd quarters, 1922 | 2 chairs; 1 whatnot |

List of Brokers' Licenses issued during the Month of October, 1923.

| No. | Date of License. | Licensee and Address. |
|-----|------------------|--|
| 210 | October 2 | Mr. J. E. de Silva, No. 39, Chatham street |
| 211 | October 9 | Mr. George Boulton, No. 18, Upper Chatham street |
| 212 | October 12 | Mr. Stephen Silva, No. 85, Dam street |
| 213 | October 29 | Mr. C. J. Staples, No. 35, Bristol Hotel, Colombo. |

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

List of Auctioneers' and Brokers' Licenses issued during the Month of October, 1923.

| No. | Date of License. | Licensee and Address. |
|-----|------------------|--|
| 93 | October 18 | Mr. A. E. Goonetilleke, Shady Grove Cotta road |

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

MUNICIPALITY OF KANDY.

Triennial Elections.

NOTICE is hereby given that the Triennial Elections for Wards or Divisions Nos. 1, 2, 4, and 5 of the Kandy Municipality, will be held on the under-mentioned dates. The polling will be at the Town Hall, Kandy. The poll will open at 9 A.M., and close at 5 P.M. each day:—

For Ward or Division No. 1, on Saturday, December 1, 1923.

For Ward or Division No. 2, on Monday, December 3, 1923.

For Ward or Division No. 4, on Tuesday, December 4, 1923.

For Ward or Division No. 5, on Saturday, December 8, 1923.

Municipal Office, W. L. KINDERSLEY,
Kandy, November 7, 1923. Chairman.

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 Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for arrears of Police and lighting rate due on the premises for 1st and 2nd quarters,

1923, and of which particulars are given in the under-mentioned lists, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rates and taxes, and costs be duly paid.

List DD.—Properties in Matala road, Gregory road, and Hewaheta, Talwatta, on Thursday, December 6, 1923, commencing at the first-named premises at 8 A.M.

List EE.—Properties in Madawela road and Mapanawatura, on Friday, December 7, 1923, commencing at the first-named premises at 8 A.M.

By order, E. B. PEIRIS,
The Municipal Office, Acting Secretary,
Kandy, November 5, 1923.

List DD.—Matala road.

| No. | Description of Property. | Reputed Owner. |
|-----|--------------------------|----------------|
| 17D | House and land | I. S. Mohideen |

Gregory road.

| | | |
|---|----------------|-------------------|
| 7 | House and land | B. J. Weerasinghe |
|---|----------------|-------------------|

Hewaheta, Talwatta.

| | | |
|----------------|------------------|-----------------------|
| 23 | Land | D. H. Abeyagunasekera |
| 29, 30B, & 30B | Houses and lands | do |
| 24 | House and land | E. Ebert |

List EE.—Madawela road.

| | | |
|------------|------------------|--------------|
| 117 to 119 | Houses and lands | Sinna Thamby |
| 123 | House and land | do. |

Mapanawatura.

| | | |
|---------|----------------|--------------------------|
| 1 | Land | Gangarama Vihare |
| 15 | Do. | G. Pina |
| 21 | Do. | Mutuwa Mahaduraya |
| 28 & A | Do. | D. Opalangu |
| 38 | Do. | Poola and Kiriya |
| 42 | Do. | Gangarama Vihare |
| 44 & 48 | Lands | R. Sirimala |
| 49 | Land | R. Salelu |
| 51 | Do. | R. Unga |
| 53 | House and land | D. Ukkuwa |
| 55 & 56 | Lands | R. Kira Mahaduraya |
| 57A | Land | K. Kudaduraya |
| 59A | Do. | E. Esando |
| 60 | Do. | K. Kudaduraya |
| 62A | Do. | D. Opalangu |
| 63 | Do. | K. Poola |
| 66A | Do. | R. Kira Mahaduraya |
| 75A | Do. | R. Sirimala |
| 78 | Do. | R. Tikiri Kolla |
| 80 | Do. | K. Pancha and Kudaduraya |
| 82 | Do. | R. Kira Mahaduraya |
| 83 | Do. | Gangarama Vihare |

MUNICIPALITY OF GALLE.

Notification by the Chairman, Municipal Council, Galle.

NOTICE is hereby given that, under section 49 (1) of "The Housing and Town Improvement Ordinance, No. 19 of 1915," the Municipal Council of Galle, has, by a resolution passed at a meeting of the said Council held on October 13, 1923, adopted a Back Lane Scheme for the proper conservancy of a specific area of the town of Galle; bounded on the north by premises No. 46, Leyn Baan street, south by Pedlar street, east by premises No. 45, Leyn Baan street, and west by the passage leading from Pedlar street to premises No. 46, Leyn Baan street.

Particulars of the scheme, which is estimated to cost Rs. 616, a map of the area comprised therein, and a statement specifying the properties proposed to be acquired thereunder may be seen at the Municipal Office, Galle, between the hours of 2 P.M. and 4.30 P.M. daily, except on Saturdays, Sundays, and public holidays.

The Municipal Office, F. BARTLETT,
Galle, November 5, 1923. Chairman, Municipal Council.

ROAD COMMITTEE NOTICES.

Malwala Ferry-Wewelwatta Factory Estate Cart Road.

NOTICE is hereby given that the Local Committee having estimated the expenditure incurred in the maintenance of the above road from October 1, 1922, to September 30, 1923, at Rs. 19,766 54, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 24 of "The Estate Roads Ordinance, No. 12 of 1902," will on Wednesday, December 5, 1923, at 3 P.M., at their office in Ratnapura, proceed to confirm the assessment made by the Local Committee of the under-mentioned estates according to the under-mentioned sections into which the road is divided.

MALWALA FERRY-WEWELWATTA FACTORY ESTATE
CART ROAD.

Section A.

| Proprietors or Agents. | Estates. | Acreage. | Assessment. Rs. c. |
|---|-----------------|----------|-----------------------|
| Lansdowne Rubber Co., Ltd. ... | Lansdowne .. | 732 .. | 96 2 |
| Messrs. N. D. P. Silva & Co. ... | Silvaland .. | 453 .. | 59 42 |
| The Consolidated Tea and Lands Co., Ltd. ... | Galboda .. | 874 .. | 114 64 |
| K. G. Hendrick Appuhamy of Galboda ... | Millakanuwa .. | 121 .. | 15 87 |
| The Consolidated Tea and Lands Co., Ltd. ... | Hapugastenna .. | 3,864 .. | 506 80 |
| Do. ... | Alupolla .. | 2,746 .. | 360 17 |
| M. G. Gomez ... | Dikmukalana .. | 200 .. | 36 38 |
| Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo ... | Agarsland .. | 469 .. | 45 90 |
| | | 9,459 .. | 1,235 20 |

Section B.

| | | | |
|---|-----------------|----------|----------|
| Messrs. N. D. P. Silva & Co. ... | Silvaland .. | 453 .. | 232 4 |
| The Consolidated Tea and Lands Co., Ltd. ... | Galboda .. | 874 .. | 447 67 |
| K. G. Hendrick Appuhamy of Galboda ... | Millakanuwa .. | 121 .. | 61 99 |
| The Consolidated Tea and Lands Co., Ltd. ... | Hapugastenna .. | 3,864 .. | 1,979 14 |
| Do. ... | Alupolla .. | 2,746 .. | 1,406 50 |
| M. G. Gomez ... | Dikmukalana .. | 200 .. | 121 73 |
| Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo ... | Agarsland .. | 469 .. | 178 45 |
| | | 8,727 .. | 4,427 52 |

Section C.

| | | | |
|--|-----------------|----------|--------|
| The Consolidated Tea and Lands Co., Ltd. ... | Galboda .. | 874 .. | 150 39 |
| K. G. Hendrick Appuhamy of Galboda ... | Millakanuwa .. | 121 .. | 20 82 |
| The Consolidated Tea and Lands Co., Ltd. ... | Hapugastenna .. | 3,864 .. | 664 87 |
| Do. ... | Alupolla .. | 2,746 .. | 472 50 |
| M. G. Gomez ... | Dikmukalana .. | 200 .. | 33 45 |

| Proprietors or Agents. | Estates. | Acreage. | Assessment. Rs. c. |
|---|--------------|----------|-----------------------|
| Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo ... | Agarsland .. | 469 .. | 59 58 |
| | | 8,274 | 1,401 61 |

Section D.

| | | | |
|---|-----------------|----------|---------|
| The Consolidated Tea and Lands Co. Ltd. ... | Hapugastenna .. | 3,864 .. | 971 6 |
| Do. ... | Alupolla .. | 2,746 .. | 690 9 |
| M. G. Gomez ... | Dikmukalana .. | 200 .. | 41 48 |
| Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo ... | Agarsland .. | 469 .. | 86 46 |
| | | 7,279 | 1,789 9 |

Section E.

| | | | |
|---|-----------------|----------|----------|
| The Consolidated Tea and Lands Co., Ltd. ... | Hapugastenna .. | 3,864 .. | 2,990 53 |
| Do. ... | Alupolla .. | 2,746 .. | 2,125 26 |
| M. G. Gomez ... | Dikmukalana .. | 200 .. | 131 68 |
| Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo ... | Agarsland .. | 469 .. | 266 45 |
| | | 7,279 | 5,513 92 |

Section F.

| | | | |
|---|----------------|----------|----------|
| The Consolidated Tea and Lands Co., Ltd. ... | Alupolla .. | 2,746 .. | 4,707 80 |
| M. G. Gomez ... | Dikmukalana .. | 200 .. | 135 28 |
| Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo ... | Agarsland .. | 469 .. | 556 12 |
| | | 3,415 | 5,399 20 |

Abstract of Assessment.

| | Rs. | c. |
|------------------------|---------------|-----------|
| Lansdowne estate .. | 96 | 2 |
| Silvaland estate .. | 291 | 46 |
| Galboda estate .. | 712 | 70 |
| Hapugastenna estate .. | 7,112 | 40 |
| Alupolla estate .. | 9,762 | 32 |
| Dikmukalana estate .. | 500 | 0 |
| Agarsland estate .. | 1,192 | 96 |
| Millakanuwa estate .. | 98 | 68 |
| Total .. | 19,766 | 54 |

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

N.B.—Three quarter acreage proportion for Agarsland. Fixed proportion of Rs. 500 for Dikmukalana.

C. J. DANE LANKTREE,
Provincial Road Committee's Office, for Chairman.
Ratnapura, November 5, 1923.

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

IT is hereby notified for public information that the Government Agent of the Southern Province, in exercise of the powers vested in him by rule 5 of the rules specified in Excise Notification No. 130 of June 16, 1922, has appointed the under-mentioned date, place and time for recording rates for purpose of ascertaining whether 60 per cent. of the road tax-paying inhabitants of the area served by Katugoda arrack tavern are opposed to its existence within such area:—

| Date. | Time. | Place. | Area Served. |
|----------------------|----------------------|---|---|
| December 19, 1923 .. | 7 A.M. to 7 P.M. ... | Buddhist school, at Dewature in Four Gravets, Galle | Katugoda, Dewata, Nugaduwa, Kaduru-duwa, Kalaha North, Kalaha South, Galupiyadda, Unawatuna East, Unawatuna West, Makuluwa, Talapitiya, Magalla, Pettigalawatta, Bataduwa, Panagamauwa, Ettiligoda villages |

The Kachcheri,
Galle, November 6, 1923.

F. BARTLETT,
Government Agent.

LOCAL BOARD NOTICES.

Sale of Property, Local Board, Nawalapitiya.

NOTICE is hereby given that the houses, &c., mentioned in the annexed schedule, at Nawalapitiya, having been seized for non-payment of Police, Local Board, and water-rates, for the 2nd quarter, 1923, Nawalapitiya, will be sold by public auction on November 27, 1923, at 8 A.M. on the spot, at Nawalapitiya, in conformity with the Local Boards' Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, with lawful costs of seizure and sale, are duly paid.

2. Further particulars can be obtained from the Local Board Office, Nawalapitiya.

The Kachcheri, H. J. L. LEIGH-CLARE,
Kandy, November 6, 1923. for Government Agent.

SCHEDULE.

Kotmalie road : Nos. 1, 90, 170, and 186 ; Ambagamuwa road : Nos. 18, 36, 49, 78-79, 82, 83, 99, 100, 127-128, 130, 140, 141, 142-145, 148, 154, 156 ; Dolosbage road : Nos. 1-2, 73 ; Hill road : Nos. 16, 45 ; Penitudumulla road : Nos. 12, 14, 14A, 17, 18, 46, 50, 55 ; Penikuduwa road : No. 22 ; Karahandugalla road : Nos. 16, 17, 23, 29, 33, 34, 40, 42, 46, 59, 68, 71, 72, 83.

Sale of Property, Local Board, Gampola.

NOTICE is hereby given that the houses, &c., mentioned in the annexed schedule at Gampola, having been seized for non-payment of Police, Local Board, and water-rates for 2nd quarter, 1923, will be sold by public auction on November 27 and 28, 1923, at 8 A.M. on the spot, at Gampola, in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale, are duly paid.

Further particulars can be obtained from the Local Board Office, Gampola.

Kandy Kachcheri, CARL E. ARNDT,
November 6, 1923. for Government Agent.

SCHEDULE.

Ambagamuwa street : Nos. 12, 25, 31, 41, 42, 43, 63, 83, 84, 88, 89, 109, 124, 125, 129, 130, 131, 135, 137, 153, 154, 156, 157, 170, 171, 177, 184, 188, 189, 190, 191, 192, 193, 194, 195, 216 ; Hospital street : Nos. 20, 22, 23, 24, 25, 26, 27, 34, 35, 44, 46, 47 ; Kandy street : Nos. 7, 11, 13, 15, 21, 30, 32, 38, 39, 52, 53, 57, 58, 59, 65, 78, 79, 80, 81, 82, 83, 86, 95, 97, 104, 105, 109, 111, 112, 114, 121, 126, 129, 130, 135, 137, 140, 142, 146, 147, 157, 162, 170, 171, 179, 185, 187, 199, 200 ; New Nuwara Eliya : Nos. 6, 20, 23, 24, 29, 32, 37, 44, 75 ; Station road : Nos. 8, 20, 34, 50 ; Malabar street : Nos. 12, 14, 15, 16, 22, 23, 30, 42, 45, 55, 78, 95, 113, 114, 117, 122, 123, 124, 125, 130, 131, 132, 134, 138, 141, 142 ; Kadugannawa : Nos. 2, 7, 10, 13, 14, 34 ; Molton street : Nos. 20, 21, 26, 28 ; Hill road : No. 23 ; Illawatura : Nos. 32, 35, 41, 42, 42A, 51, 58, 59, 60, 62, 66, 70, 71, 74, 76, 77, 82, 84, 87, 88, 89, 94, 102, 103, 107, 113, 118, 119, 121, 125, 131, 135, 144, 145, 149, 157 ; Byrde street : Nos. 4, 22, 33, 35, 36, 41, 53, 76, 81, 91, 94, 95, 107 ; Mahara : Nos. 23, 25, 47, 49, 55, 56, 57, 60, 72, 78 ; Keerapane : Nos. 1, 17 and 18, 19, 22, 25, 26, 36, 38, 39, 40, 41, 42, 43, 44, 44A, 50, 55, 56, 63, 65, 68, 74, 79, 85, 91 ; Unamboowa : Nos. 3, 12, 13, 14, 15, 16, 20-21, 22, 23, 24, 32, 33, 34, 36-37, 44, 46, 47, 50, 57, 58 ; Kahatapitiya : Nos. 4, 5, 6, 7, 9, 12, 13, 24, 28, 30, 35, 37, 42, 50, 52, 66, 78, 86, 87, 88, 90, 91, 99, 100, 107, 108, 109, 114, 116, 122, 124, 128, 129, 130, 132, 134, 135, 137, 146, 147, 148, 149, 157, 158, 161, 168, 169, 176, 177, 178, 181, 183, 184, 185 ; Martyn's lane : Nos. 1, 2, 3 ; Illawatura : No. 108.

Statement of Revenue and Expenditure of the Sanitary Board towns in the Matale District for the Year 1922.

| DAMBULLA. | | | |
|----------------------------|--------|--|--------|
| Revenue. | Rs. c. | Expenditure. | Rs. c. |
| Sanitary rates | 220 12 | General works | 7 25 |
| Road tax | 268 0 | Salaries | 244 28 |
| Dog tax | 2 50 | Wages of coolies | 210 0 |
| Refund of stamp duty | 23 0 | Commission to collectors and assessors | 33 20 |
| Licensing fees | 39 50 | Petty expenses | 61 71 |
| Miscellaneous | 38 0 | Stationery and forms | 21 49 |
| | | Allowance to Sanitary Board officers | 189 80 |
| Total Revenue | 591 12 | Total Expenditure | 767 73 |
| <i>Other Receipts.</i> | | <i>Other Payments.</i> | |
| Deposits | — | Deposits | 2 0 |
| Balance on January 1, 1922 | 204 66 | Balance on December 31, 1922 | 26 5 |
| Total | 795 78 | Total | 795 78 |

| RATTOTA. | | | |
|----------------------------|----------|--|----------|
| Revenue. | Rs. c. | Expenditure. | Rs. c. |
| Sanitary rates | 485 56 | General works | 1,069 98 |
| Road tax | 336 0 | Salaries | 329 80 |
| Dog tax | 2 50 | Wages of coolies | 285 0 |
| Refund of stamp duty | 69 50 | Commission to collectors and assessors | 56 16 |
| Licensing fees | 67 50 | Petty expenses | 127 99 |
| Miscellaneous | 62 55 | Stationery and forms | 33 53 |
| Market rents | 1,071 75 | Allowance to Sanitary Board officers | 189 80 |
| | | Interest and instalment on loan | 575 0 |
| Total Revenue | 2,095 36 | Total Expenditure | 2,667 26 |
| <i>Other Receipts.</i> | | <i>Other Payments.</i> | |
| Deposits | 3 0 | Deposits | 3 0 |
| Balance on January 1, 1922 | 664 15 | Balance on December 31, 1922 | 92 25 |
| Total | 2,762 51 | Total | 2,762 51 |

Statement of Loan for the Year 1922.

| | |
|-------------------------------------|---------------|
| Year in which loan was raised | June 20, 1921 |
| Original amount of loan | Rs. 1,500 |
| Present amount of loan | Rs. 1,000 |
| Rate for interest | 5 per cent. |
| Date when loan will be extinguished | June 20, 1924 |

| MADAWELA. | | | |
|----------------------------|--------|--|--------|
| Revenue. | Rs. c. | Expenditure. | Rs. c. |
| Sanitary rates | 375 75 | General works | 192 31 |
| Road tax | 188 0 | Salaries | 210 0 |
| Dog tax | 2 25 | Wages of coolies | 210 0 |
| Refund of stamp duty | 36 0 | Commission to collectors and assessors | 35 0 |
| Licensing fees | 20 50 | Petty expenses | 86 1 |
| Miscellaneous | 29 25 | Stationery and forms | 20 49 |
| | | Allowance to Sanitary Board officers | 117 80 |
| Total Revenue | 601 75 | Total Expenditure | 661 61 |
| <i>Other Receipts.</i> | | <i>Other Payments.</i> | |
| Deposits | 4 75 | Deposits | 1 0 |
| Balance on January 1, 1922 | 95 96 | Balance on December 31, 1922 | 39 85 |
| Total | 702 46 | Total | 702 46 |

| KAWUDUPELELLA. | | | |
|----------------------------------|----------|--|----------|
| Revenue. | Rs. c. | Expenditure. | Rs. c. |
| Sanitary rates | 277 80 | General works | 827 67 |
| Road tax | 232 0 | Salaries | 192 34 |
| Dog tax | 2 25 | Wages of coolies | 225 0 |
| Refund of stamp duty | 55 0 | Commission to collectors and assessors | 38 76 |
| Licensing fees | 59 50 | Petty expenses | 94 37 |
| Miscellaneous | 623 73 | Stationery and forms | 30 49 |
| | | Allowance to Sanitary Board officers | 141 82 |
| Total Revenue | 1,244 28 | Total Expenditure | 1,550 45 |
| <i>Other Receipts.</i> | | <i>Other Payments.</i> | |
| Deposits | 2 0 | Deposits | 2 0 |
| Amount received from Palapatwela | 2 0 | Amount lent to Palapatwela | 130 0 |
| Balance on January 1, 1922 | 608 47 | Balance on December 31, 1922 | 172 30 |
| Total | 1,854 75 | Total | 1,854 75 |

| PALAPATWELA. | | | |
|---------------------------------------|-----------------|--|-----------------|
| Revenue. | Rs. c. | Expenditure. | Rs. c. |
| Sanitary rates .. | 354 78 | General works .. | 129 69 |
| Road tax .. | 150 0 | Salaries .. | 192 8 |
| Dog tax .. | 2 50 | Wages of coolies .. | 300 0 |
| Refund of stamp duty .. | 42 0 | Commission to collectors .. | 33 3 |
| Licensing fees .. | 24 0 | and assessors .. | 70 64 |
| Miscellaneous .. | 25 0 | Petty expenses .. | 21 53 |
| Market rents .. | 332 0 | Stationery and forms .. | 182 29 |
| | | Allowances of Sanitary Board officers .. | 172 50 |
| | | Interest and instalment of loan .. | 1,101 76 |
| Total Revenue .. | 930 28 | Total Expenditure .. | 1,101 76 |
| Other Receipts. | | | |
| Deposits .. | 1 0 | Other Payments. | 4 0 |
| Amount borrowed from Kawudipelella .. | 130 0 | Amount paid to Kawudipelella .. | — |
| Balance on January 1, 1922 .. | 61 36 | Balance on December 31, 1922 .. | 16 88 |
| Total .. | 1,122 64 | Total .. | 1,122 64 |

Statement of Loan for the Year 1922.

| | |
|--|-------------------|
| Year in which loan was raised .. | December 2, 1921 |
| Original amount of loan .. | Rs. 450 |
| Present amount of loan .. | Rs. 300 |
| Rate for interest .. | 5 per cent. |
| Date when loan will be extinguished .. | November 27, 1924 |

| ALUVIHARE. | | | |
|----------------------------|---------------|---|---------------|
| Revenue. | Rs. c. | Expenditure. | Rs. c. |
| Sanitary rates .. | 138 14 | General works .. | 44 12 |
| Road tax .. | — | Salaries .. | 105 0 |
| Dog tax .. | — | Wages of coolies .. | 35 48 |
| Refund of stamp duty .. | 59 0 | Commission to collectors .. | 9 60 |
| Licensing fees .. | 10 50 | and assessors .. | — |
| Miscellaneous receipts .. | 10 0 | Petty expenses .. | — |
| | | Stationery .. | — |
| | | Allowance to Sanitary Board officers .. | — |
| Total Revenue .. | 217 64 | Total Expenditure .. | 194 20 |
| Other Receipts. | | | |
| Deposits .. | — | Other Payments. | — |
| Balance on July 1, 1922 .. | — | Balance on December 31, 1922 .. | 23 44 |
| Total .. | 217 64 | Total .. | 217 64 |

The Kachcheri,
Matale, November 1, 1923.

C. HARRISON-JONES,
Chairman.

Animals and Vehicles Taxes, 1924, Local Board, Batticaloa.

NOTICE is hereby given to persons residing within the limits of the Local Board of Batticaloa, that the Board, acting under the provisions of section 36 of "The Local Boards Ordinances, 1898, 1901, and 1905," has resolved that an annual tax be imposed for the year 1924, on all carriages, carts, hackeries, horses, ponies, mules, bullocks, and asses kept or used within the town, for which such Board is constituted at the rate specified in the schedule hereunto annexed:—

| | Rs. c. |
|-----------------------------------|--------|
| For every carriage .. | 2 50 |
| For every cart or hackery .. | 1 0 |
| For every horse, pony, or mule .. | 1 25 |
| For every bullock or ass .. | 0 25 |

Provided, however, that such tax shall not be payable in respect of carts and carriages licensed under Ordinance No. 4 of 1916, or in respect of the animals used in such vehicles.

The tax is payable half-yearly in advance on or before April 1 and September 1, 1924.

Local Board Office,
Batticaloa, October 29, 1923.

C. V. BRAYNE,
Chairman.

Tax on Bicycles, 1924, Local Board, Batticaloa.

NOTICE is hereby given to persons residing within the limits of the Local Board of Batticaloa, that the Board, acting under the provisions of section 36 of "The Local Boards Ordinances, 1898, 1901, and 1905," has resolved that an annual tax be imposed for the year 1924, on all bicycles kept or used within the town, for which such Board is constituted at the rate of Re. 1 each.

The said tax is payable half-yearly in advance on or before April 1 and September 1, 1924.

Local Board Office,
Batticaloa, October 29, 1923.

C. V. BRAYNE,
Chairman.

Commutation Tax 1924, Local Board, Batticaloa.

NOTICE is hereby given to persons residing within the limits of the Local Board of Batticaloa, that the Board, acting under the provisions of section 35 of "The Local Boards Ordinances, 1898, 1901, and 1905," has resolved that on account of the year 1924, a tax payable in six days' labour be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, upon the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water. Such labour may be commuted by a money payment of Re. 1.50 on or before March 31, 1924.

Local Board Office,
Batticaloa, October 29, 1923.

C. V. BRAYNE,
Chairman.

Local Board Assessment Rate, Batticaloa.

IT is hereby notified that the Local Board of Health and Improvement of Batticaloa, has in terms of section 30 of "The Local Boards Ordinances, 1898, 1901 and 1905," made and assessed for the year 1924, over and above the sum necessary for the maintenance of the Police for the said town, a rate of 5 per centum on the annual value of all houses and buildings of any description, and of all lands and tenements whatsoever within the limits of the Local Board of Batticaloa, subject to the provisions of the abovesaid section.

Local Board Office,
Batticaloa, October 29, 1923.

C. V. BRAYNE,
Chairman.

Water-rate, 1924, Local Board, Batticaloa.

IT is hereby notified that the Local Board of Health and Improvement of the town of Batticaloa, has, in terms of section 44 of "The Local Boards Ordinances, 1898, 1901, and 1905," made and assessed for the year 1924, a water-rate of 6 per centum on the annual value of all houses and buildings of every description, and of all lands and tenements whatsoever within the limits of the Local Board of Batticaloa, with the exception of the premises within the following villages:—

Amirtakali, Urani, Tandavanveli, Kulavadi, Veddukkadu, and part of Maddikkali, bounded as follows:—

- North-west: Boundary road.
- North-east: Maddikkali-arua.
- South-west: Mari Amman Koil lane.
- South-east: Village of Amirtakali.

Local Board Office,
Batticaloa, October 29, 1923.

C. V. BRAYNE,
Chairman.

SALES OF TOLL AND OTHER RENTS.

Toll Rents, Western Province.

NOTICE is hereby given that on Friday, November 23, 1923, at 12 noon, will be put up for re-sale at the Colombo Kachcheri, at the risk of the original purchasers, for the period mentioned below, the under-mentioned Toll Rents of the Western Province, the original purchasers of which may have failed to pay on or before that date the instalment for the month of October, 1923, or any part thereof, that may be due and owing on that date.

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

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

From December 1, 1923, to September 30, 1924.

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

Ferries.—(1) Mutwal.

Colombo Kachcheri,
November 5, 1923.

J. G. FRASER,
Government Agent.

TRADE MARKS NOTICES.

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

Trade Marks registered during the Month of October, 1923.

| Applica- tion No. | Gazette No. | Date of Gazette. | Proprietors. | Class. | Registra- tion No. |
|----------------------|----------------|------------------|---|----------------------------------|-----------------------|
| 2,713 | 7,340 | July 20, 1923 | The Quaker Oats Company | 42 | 2,713 |
| 2,765 | 7,340 | Do. | Kabushiki Kaisha Suzuki Shoten | 42 | 2,765 |
| 2,920 | 7,340 | Do. | W. B. Dick & Co., Ltd. | 47 | 2,920 |
| 2,926 | 7,340 | Do. | Oxo, Limited | 42 | 2,926 |
| 2,921 | 7,341 | July 27, 1923 | The General Electric Co., Ltd. | 18 | 2,921 |
| 2,922 | 7,341 | Do. | W. M. Abdul Jabbar | 40 | 2,922 |
| 2,902 | 7,343 | August 3, 1923 | Nadirshaw Ruttonjee Pestonjee, trading under the name, style, and firm of Ruttonjee Pestonjee | 42 | 2,902 |
| 2,913 | 7,343 | Do. | Jeronimus Nazarane Paiva | 42 | 2,913 |
| 2,927 | 7,343 | Do. | A. Wander, Limited | 3 | 2,927 |
| 2,931 | 7,343 | Do. | Vitamogen, Limited | 42 | 2,931 |
| 2,933 | 7,343 | Do. | Boot's Pure Drug Co., Ltd. | 3 & 11 | 2,933 |
| 2,903 | 7,344 | August 10, 1923 | William Pedris & Co. | 40 | 2,903 |
| 2,934 | 7,344 | Do. | Razeen Abdul Cader | 48 | 2,934 |
| 2,746 | 7,344 | Do. | The Bradford Dyers' Association, Ltd. | 24, 31, 34, & 50 | 2,746 |
| 2,867 | 7,344 | Do. | Alex Pirie & Sons, Ltd. | 39 | 2,867 |
| 2,925 | 7,345 | August 17, 1923 | Yakallakankanage Don Edwin | 42 | 2,925 |
| 2,859 | 7,346 | August 24, 1923 | Eternit Pietra Artificiale Societa Anonima | 17 | 2,859 |
| 2,935 | 7,346 | Do. | Standard Oil Company of New York | 1, 2, 3, 4, 13, 15, 17, 18, & 47 | 2,935 |
| 2,936 | 7,346 | Do. | do. | 42, 43, & 45 | 2,936 |
| 2,937 | 7,346 | Do. | do. | 1, 2, 4, 13, 15, & 18 | 2,937 |
| 2,938 | 7,346 | Do. | James Alexander Henderson, Herbert Joseph Hanscomb, and George Kenneth Logan, carrying on business under the name, style, and firm of Henderson & Co. | 42 | 2,938 |
| 2,939 | 7,346 | Do. | do. | 42 | 2,939 |

Subsequent Proprietor registered during the Month of October, 1923.

The name in italics is that of the former Proprietor.

| | | | | | |
|-----|-------|----------------|--|----|-------|
| 689 | 6,516 | August 9, 1912 | Johann Maria Farina of Julichs Platz, No. 4, Cologne, Germany; Manufacturers; <i>Custodian of Enemy Property</i> | 48 | 1,357 |
|-----|-------|----------------|--|----|-------|

Trade Marks renewed during the Month of October, 1923.

| | | | | | |
|-------|-------------------|--------------------------|---------------------------------|-----|-------|
| 5,391 | February 7, 1896 | A. W. Wills & Sons, Ltd. | 12 & 13 | 127 | |
| 5,395 | February 28, 1896 | The Distillers Co., Ltd. | 43 | 131 | |
| 390 | 6,327 | September 10, 1909 | Whiteaway Laidlaw & Co., Ltd. | 38 | 1,109 |
| 391 | 6,327 | Do. | do. | 38 | 1,110 |
| 392 | 6,327 | Do. | do. | 38 | 1,111 |
| 399 | 6,335 | October 22, 1909 | T. W. Beckett & Co., Ltd. | 42 | 1,121 |
| 415 | 6,344 | December 10, 1909 | The Asiatic Petroleum Co., Ltd. | 47 | 1,133 |
| 432 | 6,357 | March 4, 1910 | Carbie, Ltd. | 1 | 1,152 |
| 418 | — | December 22, 1909 | Nobel's Explosives Co., Ltd. | 20 | 1,135 |
| 420 | — | December 31, 1909 | Joseph Nathan & Co., Ltd. | 42 | 1,137 |
| 421 | — | Do. | The Wouldham Cement Co., Ltd. | 17 | 1,138 |
| 422 | — | Do. | do. | 17 | 1,139 |

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

| | | | | | |
|-----|-------|------------------|-----------------------------|--------|-------|
| 403 | 6,337 | October 29, 1909 | Boilerine, Limited | 1 | 1,124 |
| 407 | 6,337 | Do. | Custodian of Enemy Property | 7 & 12 | 1,126 |
| 412 | 6,337 | Do. | Compton & Davison | 42 | 1,128 |

Trade Marks removed from the Register through Non-payment of Renewal Fees.

| | | | | | |
|-----|-------|---------------|-------------|---|-------|
| 372 | 6,320 | July 23, 1909 | R. Doresamy | 9 | 1,094 |
|-----|-------|---------------|-------------|---|-------|

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. 2,932.
- (2) Date of Receipt: July 20, 1923.
- (3) Applicant (Proprietor of the Trade Mark): JAMES PASCALL, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), 100, Blackfriars road, London, S.E., England; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Forty-two.
- (6) Goods: Substances used as food or as ingredients in food.
- (7) Mark:



The essential particular of the Trade Mark is the combination of devices and no claim is made to the exclusive use of the added matter except in so far as it consists of the applicants' name and address.

This Trade Mark has been in use by the applicants and their predecessors in business since the year 1866.

Registrar-General's Office,
Colombo, November 7, 1923.

N. W. MORGAPPAH,
Acting Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,954.
- (2) Date of receipt: August 17, 1923.
- (3) Applicant (Proprietor of the Trade Mark): SISSONS BROTHERS & COMPANY, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), Bankside, Sculcoates, Hull, England; Varnish, Paint, Colour, and Oil Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: One.
- (6) Goods: Chemical substances used in manufactures, photography or philosophical research, and anti-corrosives.
- (7) Mark:

OLAC

Registrar-General's Office,
Colombo, November 7, 1923.

N. W. MORGAPPAH,
Acting Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,976.
- (2) Date of Receipt: September 28, 1923.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinance), having its registered office at 62, Union place, Slave Island, Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:



The essential particulars of the Trade Mark are the distinctive label and the word "Quaker."

Registrar-General's Office,
Colombo, October 24, 1923.

E. T. MILLINGTON,
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,977.
- (2) Date of Receipt: September 28, 1923.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinance), having its registered office at 62, Union place, Slave Island, Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

SPHINX

Registrar-General's Office,
Colombo, October 24, 1923.

E. T. MILLINGTON,
Registrar-General.

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,978.
- (2) Date of Receipt: September 28, 1923.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinance), having its registered office at 62, Union place, Slave Island, Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:



The essential particulars of the Trade Mark are the distinctive label and the word "Wigwam."

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

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,979.
- (2) Date of Receipt: September 28, 1923.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinance), having its registered office at 62, Union place, Slave Island, Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:



The essential particulars of the Trade Mark are the distinctive label and the word "Maravilla."

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

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,980.
- (2) Date of Receipt: September 28, 1923.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinance), having its registered office at 62, Union place, Slave Island, Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:

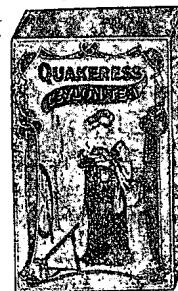


The essential particular of the Trade Mark is the distinctive label, but no claim is made to the exclusive use of the medals.

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

In compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,981.
- (2) Date of Receipt: September 28, 1923.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinance), having its registered office at 62, Union place, Slave Island, Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:



The essential particulars of the Trade Mark are the distinctive label and the word "Quakeress."

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

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,987.
- (2) Date of Receipt: October 2, 1923.
- (3) Applicant (Proprietor of the Trade Mark): S. H. BADSHA SAHIB & COMPANY of No. 45, Keyzer street, Colombo; Exporters of tea and other Ceylon produce, and Importers of British and Continental goods.
- (4) Address for service in the Island (if any):—.
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:



The phonetic rendering and translation of the Arabic characters appearing on the mark are as follows:—

- Top left hand side (phonetic rendering):—"Rodolsi" (a name).
 Top right hand side (phonetic rendering):—"Hazzan" (a name).
 Bottom right hand side (translation):—"Rider."
 Bottom left hand side (translation):—"Tea."

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

E. T. MILLINGTON,
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,991.
- (2) Date of Receipt: October 6, 1923.
- (3) Applicant (Proprietor of the Trade Mark): THE COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Colombo Ceylon; Tea Merchants.
- (4) Address for service in the Island: H. W. Cave & Co., Gaffoor's buildings, Main street, Colombo.
- (5) Class: Forty-two.

(6) Goods: Tea and substances used as food or as ingredients in food.

(7) Mark:

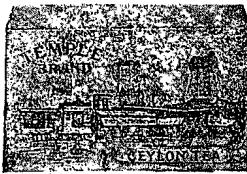
PURITAN

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

E. T. MILLINGTON,
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,983.
- (2) Date of Receipt: September 28, 1923.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinance), having its registered office at 62, Union place, Slave Island, Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:



The essential particulars of the Trade Mark are the distinctive label and the word "Temple."

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

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 2,985.
- (2) Date of Receipt: September 28, 1923.
- (3) Applicant (Proprietor of the Trade Mark): WEBSTER AUTOMATIC PACKETING FACTORY, LIMITED (a Company registered under the Ceylon Joint Stock Companies Ordinance), having its registered office at 62, Union place, Slave Island, Colombo; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Mark:



The essential particulars of the Trade Mark are the distinctive label and the word "Jaya."

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