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Part I.—General.

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APPOINTMENTS, &c., BY THE GOVERNOR.

No. 144 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to appoint Mr. F. G. MORLEY to the office of Colonial Auditor, with effect from March 1, 1922.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, April 10, 1922. Acting Colonial Secretary.

No. 145 of 1922.

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

The Hon. Mr. B. HORSBURGH, C.M.G., V.D., to act in the office of Colonial Secretary, with effect from April 10, 1922, until further orders.

Mr. W. E. WAIT to act in the office of Controller of Revenue of this Colony, with effect from April 10, 1922, until further orders.

Mr. M. M. WEDDERBURN to act in the office of Settlement Officer and to be a Special Officer under the Waste Lands Ordinance, with effect from April 10, 1922, until further orders.

Mr. R. F. MORRIS to act as Director of Irrigation from March 29, 1922, until the resumption of duties by Mr. G. F. S. BAKER, or until further orders.

Mr. C. C. HARWARD to act as Assistant Director of Irrigation, with effect from April 4, 1922, during the employment of Mr. MORRIS on other duties, or until further orders.

Mr. H. J. L. LEIGH-CLARE to the office of Office Assistant to the Government Agent, Central Province, with effect from April 7, 1922, until further orders.

Mr. J. E. DE ZOYSA to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Negombo, and Assistant Collector of Customs, Negombo, during the absence of Mr. F. D. FERIES, from April 10 to 28, 1922, or until the resumption of duties by that officer.

Mr. V. S. WICKRAMANAYAKA to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, during the absence of Mr. N. M. BHARUCHA, from April 11 to 18, 1922, or until the resumption of duties by that officer.

Mr. W. D. NILES to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Jaffna, during the absence of Mr. G. W. WOODHOUSE, from April 13 to May 5, 1922.

Mr. C. P. MARCUS to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kurunegala, during the absence of Mr. E. T. MILLINGTON, from April 13 to 18, 1922.

Mr. F. N. DANIELS to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kurunegala, during the absence of Mr. E. T. MILLINGTON, from April 19 to 27, 1922, or until the resumption of duties by that officer.

Mr. AELIAN ONDAATJE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, during the absence of Mr. V. P. REDLICH, from April 12 to 23, 1922, or until the resumption of duties by that officer.

Mr. W. S. STRONG to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Puttalam, during the absence of Mr. C. E. ARNDT, from April 13 to 24, 1922, or until the resumption of duties by that officer.

Mr. F. A. OBEYSEKERE to act as Commissioner of Requests, Police Magistrate, and Municipal Magistrate, Kandy, during the absence of Mr. W. J. L. ROGERSON, from April 8 to 12, 1922.

Mr. R. R. NALLIAH to act as Commissioner of Requests and Police Magistrate, Jaffna and Kayts, during the absence of Mr. C. E. DE PINTO, from April 11 to 18, 1922, or until the resumption of duties by that officer.

Mr. M. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Mallakam, during the absence of Mr. C. E. DE PINTO, from April 11 to 18, 1922, or until the resumption of duties by that officer.

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, during the absence of Mr. R. B. NAISH, from April 12 to 19, 1922, or until the resumption of duties by that officer.

Mr. F. MARKUS to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, during the absence of Mr. P. SARAVANAMUTTU, on April 6 and 7, 1922, or until the resumption of duties by that officer.

Mr. F. MARKUS to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, during the absence of Mr. P. SARAVANAMUTTU, from April 12 to 19, 1922, or until the resumption of duties by that officer.

Mr. L. W. DE SARAM to act as Additional Police Magistrate, Colombo, Negombo, and Avissawella, and Additional Commissioner of Requests, Avissawella, during the absence of Mr. E. W. KANNANGARA, on April 9 and from April 13 to 18, 1922, or until the resumption of duties by that officer.

Mr. A. L. SAVUNDARANAYAGAM to act as Additional Police Magistrate, Mannar, during the absence of Mr. S. M. ANANTHAM, from March 30 to April 12, 1922, or until the resumption of duties by that officer.

Mr. S. A. MARTIN to act as Superintendent of the Chilaw Prison during the absence of Mr. C. COOMARASWAMY, from April 8 to 22, 1922, or until the resumption of duties by that officer.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, April 11, 1922. Acting Colonial Secretary.

No. 146 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignations of Second Lieutenants ERNEST GEORGE BEILBY and GEORGE HENRY HOGG of their Commissions in the Ceylon Supply and Transport Corps.

By His Excellency's command,

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

No. 147 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. FRANCIS AMADORU JAYASURIYA, at present practising as a Notary Public in Tangalla, to be a Notary Public at Matara and throughout the judicial division of Matara, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, April 6, 1922. Colonial Secretary.

No. 148 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON MARSELIS KARUNARATNE, at present practising as a Notary Public at Kitulgalla, Kegalla District, to be a Notary Public throughout Weligam korale of Matara District, with residence and office at Weligama, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, April 6, 1922. Colonial Secretary.

No. 149 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. APPAKUTTY KANTAIYA, at present practising as a Notary Public at Varani-Idaikkurichchi, to be a Notary Public throughout Vadamaradchi West division of Jaffna District, with residence and office at Karaveddi West, and to practise as such in the Tamil language.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, April 6, 1922. Colonial Secretary.

No. 150 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VALLIPURANATHER GANAPATHIPILLAI, at present practising as a Notary Public in Karaveddi West, to be a Notary Public throughout Tenmaradchi division of Jaffna District, with residence and office at Varani-Idaikkurichchi, and an additional office at Chavakachcheri, and to practise as such in the Tamil language.

By His Excellency's command,

Colonial Secretary's Office, GRAEME THOMSON,
Colombo, April 6, 1922. Colonial Secretary.

No. 151 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HECTOR PERCY NOEL ROPES, of No. 89, Dam street, Colombo, to be a Notary Public at Colombo and throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, B. HORSBURGH,
Colombo, April 10, 1922. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

MAHAWADUGE ALBERT PERERA WIJESOORIYA, Head Clerk, Land Registry, Colombo, to be Additional Registrar of Lands, Colombo District, with effect from April 19, 1922, *vice* D. R. KANNANGARA, retired.

KANGARAMUDIYANSELAGE KIRI BANDA provisionally as Registrar of Births and Deaths, and of Marriages (Kandy and General) of Udapalata No. 2 division, in the Kandy District of the Central Province, with effect from April 16, 1922, *vice* A. M. UKKU BANDA, retired. His office will be at Galowatta in Ulapane.

THEODORE WIJE GOONAWARDENA to be Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General) of Galle District of the Southern Province, with effect from April 7, 1922, *vice* D. C. DE S. SENARATNE, transferred. His office will be at the Galle Kachcheri.

JOSEPH NALLIAI ARUMUGAM to be Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General) of Anuradhapura District of the North-Central Province, with effect from April 5, 1922, *vice* E. H. LUCETTE, transferred. His office will be at the Kachcheri, Anuradhapura.

EKANAYAKE MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Negampaha korale division, and of Marriages (Kandy and General) of Kalgam palata division, in the Anuradhapura District of the North-Central Province, for two months, with effect from April 15, 1922, *vice* E. M. DINGIRI BANDA, on sick leave. His office will be at Kandulegama.

DON EDWIN JAYASINGHA provisionally to be Registrar of Births and Deaths of Imbulamure division, and of Marriages (Kandy and General) of Meda korale division, in the Ratnapura District of the Province of Sabaragamuwa, with effect from April 15, 1922, *vice* Registrar, M. W. JAYASUNDERA, resigned. His office will be at Kantoruwatta in Mahawalattena.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, April 10, 1922

B. HORSBURGH,
Acting Colonial Secretary.

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

SUDASINGHA MOHOTALLAGE DINGIRI NILAME in his appointment as Registrar of Births and Deaths of Pussella division, in the Ratnapura District of the Province of Sabaragamuwa.

WEWAGE HENRY DEF in his appointment as Registrar of Births and Deaths of Balangoda division and of Marriages (Kandy and General) of Meda korale division, in the Ratnapura District of the Province of Sabaragamuwa.

DASSANAYAKA MUDIYANSELAYE HARRY GUNASEKERA BANDA in his appointment as Registrar of Births and Deaths of Kaltota division, and of Marriages (Kandy and General) of Meda korale division, in the Ratnapura District of the Province of Sabaragamuwa.

JAMES BANDARA EKANAYAKA in his appointment as Registrar of Births and Deaths of Ridiwita division, and of Marriages (Kandy and General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa.

By His Excellency's command,

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

B. HORSBURGH,
Acting Colonial Secretary.

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 **PASKUWALGE DON BARTHOLOMEUS JAMES** to act as Registrar of Births and Deaths of Andiambalama division, and of Marriages (General) of Dasiya pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for thirty days from April 5, 1922, during the absence of the Registrar, **DON ANDRIS WICKRAMASINGHE GUNAWARDANA**, on sick leave. His office will be at Hedawakagahawatta in Andiambalama, and station at Makullagahawatta in Ewariwatta.

The Additional Assistant Provincial Registrar, Colombo District, has appointed **Dr. D. P. KITULGODA** to act as Registrar of Births and Deaths of Colombo Municipality No. 2B division, in the Colombo District of the Western Province, for one and a half day from 2 P.M. of April 7, 1922, during the absence of the Registrar, **Dr. (Miss) V. F. VIRASEKERA**, on leave. His office will be at Leelands, 65, Galle road, Bambalapitiya.

The Additional Assistant Provincial Registrar, Colombo, has appointed **DON THOMAS RUPASINGHE** to act as Registrar of Births and Deaths of Degamboda division, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, for two days from April 7, 1922, during the absence of the Registrar, **JOSEPH PERIS WICKRAMARATNA**, on leave. His office will be at Millagahawatta in Kospitiyana.

The Additional Assistant Provincial Registrar, Kalutara, has appointed **DON JOHN AMARASEKERA PETTIKIRI** to act as Registrar of Births and Deaths of Kalupahana division, and of Marriages (General) of Udugaha pattu division, in the Kalutara District of the Western Province, for one week from April 2, 1922, *vice* D. P. WEERAKOON, resigned. His office will be at Eduragalawatta in Maputugala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed **Dr. HINTON DE SILVA** to act as Registrar of Births and Deaths of Kalutara town division, in the Kalutara District of the Western Province, for three weeks from April 6, 1922, *vice* Dr. F. R. ALLES. His office will be at the Civil Hospital, Kalutara.

The 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 Akmimana division, in the Galle District of the Southern Province, for ten days from April 3, 1922, during the absence of the Registrar, **D. A. M. BANDHUWANSA**, on leave. His offices will be at Ganegodagewatta *alias* Uragodagewatta in Kalegana and Mutugalayawatta *alias* Baduwatta at Hapugala.

The Additional Assistant Provincial Registrar, Matara, has appointed **DON JOHANIS ABAYAGUNARATNA** to act as Registrar of Births and Deaths of Telijawila division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for eight days from April 5, 1922, during the absence of the Registrar, **D. C. PALIHAWARDANA**, on leave. His office will be at Kapparaheena in Malimboda.

The Additional Assistant Provincial Registrar, Matara, has appointed **GANGODAGAMAGE DAVID DIAS GUNASEKERA** to act as Registrar of Births and Deaths of Midigama division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, on April 5, 1922, during the absence of the Registrar, **G. D. A. DE SILVA**, on leave. His offices will be at Dammalagegahawatta in Midigama and Dediyaalagewatta in Hettiwidiya, Weligama.

The Assistant Provincial Registrar, Jaffna District, has appointed **SANTIAPPILLAI ANTONIAPPILLAI** to act as Registrar of Marriages (General) of Vadamardchi West division, in the Jaffna District of the Northern Province.

for one week from April 6, 1922, during the absence of the Registrar, S. D. TAMPU, on leave. His office will be at Arasadi in Karaveddi North; stations: Anaiviluntan in Valluvedditturai and Tillainirateni in Point Pedro.

The Provincial Registrar, Northern Province, has appointed PERUMAIYNAR ARUMUGAM to act as Registrar of Births and Deaths of Changanai division, in the Jaffna District of the Northern Province, for thirty days from April 9, 1922, *vice* the Registrar, S. VELUPPILLAI, deceased. His office will be at Talaichaddi in Changanai.

The Provincial Registrar, Northern Province, has appointed KUMARASAMY ARULAMPALAM to act as Registrar of Births and Deaths of Pallavarayankaddu division, and of Marriages (General) of Punakari division, in the Jaffna District of the Northern Province, for thirty days from May 1, 1922, *vice* the Registrar, V. CHINNATTAMPI, retired. His office will be at Katkenivalavu in Ponnaveili.

The Assistant Provincial Registrar, Mannar, has appointed SANTIAGO VRASPILLAI to act as Registrar of Marriages (General) of Mannar island division, in the Mannar District of the Northern Province, for thirty days from March 31, 1922, *vice* Registrar, C. W. A. BEEBEE, transferred. His office will be at the Land Registry, Mannar.

The Assistant Provincial Registrar, Mullaittivu, has appointed K. V. SUPRAMANIAM to act as Registrar of Marriages (General) of Maritime pattu division, in the Mullaittivu District of the Northern Province, for fifteen days from April 5, 1922, during the absence of the Registrar, C. ARUMUGAM, on leave. His office will be at the Assistant Provincial Registrar's office, Mullaittivu.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed SOTHINATHER SORNAVADIVALE to act as Deputy Medical Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, for thirteen days from April 3, 1922, *vice* A. N. ELIYATAMBY, transferred. His office will be at the Civil Hospital, Kalmunai.

The Assistant Provincial Registrar, Kurunegala, has appointed MUDIYANSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Dambadeni Udukaha korale east division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, for three days from April 6, 1922, during the absence of the Registrar, P. B. TILLEAKERATNA, on leave. His office will be at the permanent Registrar's residence at Boyawalana.

The Additional Assistant Provincial Registrar, Puttalam, has appointed TUAN SADDIKKIN ARIFIN MOONDOO LEBBE to act as Registrar of Births and Deaths of Kalpitiya division, and of Marriages (General) of Kalpitiya and town division, in the Puttalam District of the North-Western Province, for four days from March 16, 1922, *vice* Registrar, J. SOOSEPILLAI, resigned. His office will be at Malay street, Kalpitiya town.

The Additional Assistant Provincial Registrar, Puttalam, has appointed TUAN SADDIKKIN ARIFIN MOONDOO LEBBE to

act as Registrar of Births and Deaths of Kalpitiya division, and of Marriages (General) of Kalpitiya and town division, in the Puttalam District of the North-Western Province, for twenty days from March 20, 1922, *vice* Registrar, J. SOOSEPILLAI, resigned. His office will be at Malay street, Kalpitiya.

The Assistant Provincial Registrar, Badulla, has appointed DON SIMON GUNASEKARA to act as Registrar of Births and Deaths of Sittarama division, and of Marriages (General) of Wellawaya division, in the Badulla District of the Province of Uva, for thirty days from April 5, 1922, *vice* D. A. GUNASEKARA, deceased. His office will be at Ewariyapelessa.

The Assistant Provincial Registrar, Badulla, has appointed JAYASUNDARA MUDIYANSELAGE KIRI BANDA to act as Registrar of Births and Deaths of Wellawaya division, and of Marriages (General) of Wellawaya division, in the Badulla District of the Province of Uva, for twenty-one days from April 10, 1922, during the absence of the Registrar, S. M. PERERA, on leave. His office will be at Dimbulamure.

The Assistant Provincial Registrar, Badulla, has appointed WIJETUNGA MUDIYANSELAGE HEEN BANDA to act as Registrar of Births and Deaths of Palwatta division, and of Marriages (General) of Bintenna division, in the Badulla District of the Province of Uva, for sixteen days from April 15, 1922, during the absence of the Registrar, W. M. APPUHAMI, on leave. His office will be at Mahagama.

The Assistant Provincial Registrar, Kegalla, has appointed BOWALGAHARALLAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Mahapalata division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for thirty days from April 6, 1922, *vice* Registrar, P. A. RATNAYAKA, on other duty. His office will be at Mohattalagewatta in Hakurugammana.

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

M. S. SRESHTA,
Registrar-General.

IT is hereby notified that RANASINGHE ARACHCHIGE DON THOMAS RANASINGHE, Registrar of Births and Deaths of Godakahapalata division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, will, with effect from April 20, 1922, hold his office at Kahatagahawatta in Welangana (on Tuesdays, Wednesdays, Fridays, and Saturdays, instead of on Mondays, Wednesdays, Thursdays, and Saturdays); and his station at Millagahalandia in Kadawala (on Mondays and Thursdays), instead of at Kongahawatta *alias* Delgahawatta in Kelapitimulla (on Tuesdays and Fridays), as notified in the *Government Gazette* No. 6,881 of June 15, 1917.

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

M. S. SRESHTA,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

IN terms of section 28 of the Minute of December 9, 1908, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count for pension purposes the period of his service in the Audit Office when he is engaged in the examination of the accounts of the Chief Construction Engineer, Railway Extensions, and when his salary is in consequence debited to the loan account:—

Name.

Pensionable Appointment.

Mr. A. Weeramantry

Clerk in Class II., Grade III., of the Clerical Service.

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

By His Excellency's command,
B. HORSBURGH,
Acting Colonial Secretary.

HIS Excellency the Governor has been pleased, in terms of the regulations dated June 2, 1903, to grant the Colonial Auxiliary Forces Long Service Medal to Trooper J. L. Tancock of the Ceylon Mounted Rifles Reserve.

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

By His Excellency's command,
B. HORSBURGH,
Acting Colonial Secretary.

"THE BUDDHIST TEMPORALITIES ORDINANCE, No. 8 OF 1905."

RULES Nos. 42 and 43 made by the District Committee of Ratnapura for the Chief Headmen's divisions of Kuruwiti, Kukul; and Nawadun korales, under section 12 of the above-named Ordinance, and approved by the Governor in Executive Council, are published for general information.

Colonial Secretary's Office,
Colombo, April 3, 1922.

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

PROPOSED RULES.

42. The District Committee shall obtain from the Chief Headmen of the several divisions, through the Government Agent of the Province of Sabaragamuwa, if necessary, reports as to the villages to which the respective temples of the district are attached by ancient custom or may fittingly be attached for the purpose of almsgiving.

43. Having considered the reports with such other material as the Committee may think fit, the Committee shall determine to what villages the said respective temples shall be attached, and shall declare such villages to be the godurugam of the respective temples for the purpose aforesaid. The Committee shall cause lists of the villages so determined to be recorded in respect of each temple in the book prescribed by section 14 of the Ordinance, and the villages so recorded shall thereupon become the villages to which the temple is attached for the purpose of the election of trustees under section 17 of the Ordinance.

Notification under Sections 3 and 4 of "The Societies' Ordinance, 1891."

WHEREAS a Society has been established, called The Moratuwa Friend-in-Need Society, Limited, for the following objects:—

- (a) To take over the whole or any part of the assets and liabilities of the unincorporated Society known as The Moratuwa Friend-in-Need Society, established on April 26, 1851.
- (b) To render relief as far as possible to the residents of Moratuwa and to strangers in distress at Moratuwa by payments made monthly or occasionally:
- (c) To discourage vagrancy and mendicancy.
- (d) To purchase, take in lease, or otherwise acquire and deal in immovable property and movable property, and to sell, let on lease, exchange, or dispose of all or any part of the property and rights of the Society.
- (e) To invest the monies of the Society not immediately required in such securities as may be from time to time determined.
- (f) To execute and register all deeds and documents necessary for any of the purposes aforesaid, and to do all such other things as are identical with or conducive to the attainment of the above objects.

And whereas the said Society is to be governed, directed, and managed by a committee composed of fifteen members:

And whereas application has been made, under section 3 (2) of the above-named Ordinance, for the registration of the said Society as a specially authorized Society under the said Ordinance, to be known as The Moratuwa Friend-in-Need Society, Limited.

Now know Ye that We, the Governor of Ceylon, with the advice of the Executive Council, have been pleased, by virtue of the powers vested in Us under section 3 (2) of the said Ordinance, to authorize that the purpose for which the said Society has been established is a purpose to which the powers and facilities of the said Ordinance ought to be extended:

And We, the said Governor, do further, by virtue of the powers vested in Us by section 4 of the said Ordinance, limit the application of the said Ordinance as respects the said Society to the provisions contained in the schedule hereto annexed.

Schedule of Provisions of "The Societies' Ordinance, 1891," to be applied to The Moratuwa Friend-in-Need Society, Limited.

- Section 5: Registry of societies.
- Section 6: Cancelling and suspension.
- Section 7: Rules and amendments.
- Section 8: Duties and obligations of societies.
- Section 9: Privileges of societies.
- Section 10: Property and funds of societies.
- Section 11: Officers in receipt or charge of money.
- Section 12: Legal proceedings.
- Section 13: Disputes.
- Section 14: Special powers of registrars.
- Section 15: Special resolutions and proceedings.
- Section 18: Public auditors.
- Section 19: Fees.
- Section 20: Regulations to be made for carrying out Ordinance.
- Section 21: Evidence of documents.
- Section 22: Offences.

Schedule of the Ordinance.

All the provisions.

Colonial Secretary's Office,
Colombo, March 31, 1922.

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

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for providing the Civil Medical Department with buildings at the under-mentioned stations or in the immediate neighbourhood of such stations for the purpose noted against each station:—

Name of Station.	Purpose for which Building is required.
1. Alutgama	For locating a branch dispensary
2. Pannipitiya	do.
3. Kalpitiya	For residence of an apothecary
4. Varany	For a central dispensary and quarters for apothecary
5. Mudugamuwa	do.
6. Alaveddy	do.
7. Yakalamulla	do.
8. Dondra	do.
9. Galagama	do.
10. Nindur	For a branch dispensary
11. Poonawa	do.
12. Uraniya	do.
13. Katupota	For a central dispensary and quarters for an apothecary
14. Pitigala	For a branch dispensary
15. Aparekka	do.
16. Warakagoda	For a central dispensary and quarters for an apothecary
17. Mullendiyawala	do.
18. Mandur	do.
19. Madampe	do.

All tenders should be in duplicate, addressed under one cover to the Principal Civil Medical Officer and Inspector-General of Hospitals, Colombo, and must furnish particulars under the heads in the schedule attached.

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

Colombo, April 6, 1922.

SCHEDULE REFERRED TO.

1. Tender of building for: —
2. Situation of building (village): —
3. Distance from nearest Post Office: —
4. Nature of building, whether brick or cabook walls, tiled or cadjan roof: —
5. Number of verandahs: —
6. Number of rooms: —
7. Whether there is a kitchen: —
8. Whether there is a bathroom: —
9. Whether there is a well: —
10. Whether there is a closet: —
11. Name of person who will point out the building to an inspecting officer: —
12. Rent per mensem asked: —
13. Whether the house will be given on lease for 3 years or less: —

TENDERS are hereby invited for the supply of petrol to the Railway Department for the period of twelve months from October 1, 1922, to September 30, 1923.

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

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

4. Tenders should be marked "Tender for the Supply of Petrol to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 20, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the General

Manager of the Railway, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 25 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

8. 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. The successful tenderer must lodge a cash security of Rs. 1,000.

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

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

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

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

13. The quantity of petrol to be supplied during the above-mentioned year shall be not less than 45,000 gallons or more than 90,000 gallons, at the discretion of the General Manager of the Railway.

14. The petrol to be supplied must be in accordance with the following specifications:—

- (a) The spirit must be refined petroleum as nearly colourless as possible and free from water, acid, solid matter in suspension or solution, and free from any impurities whatsoever.
- (b) The specific gravity of the spirit at 15° C must lie between 0.715 and 0.730 on distillation (in accordance with (c) below). It must yield 63 volumes per cent. of constituents boiling at and below 100° C and 90 volumes per cent. at and below 120° C (*i.e.*, from the boiling point of the first fraction up to 100° C 63 volumes per cent. and from the boiling point of the first fraction up to 120° C 90 volumes per cent.).
- (c) The distillation apparatus is to consist of an Engler globular flask 2½ in. in diameter, with a neck ¾ in. in diameter, the distance from the shoulder or top of the globular portion to the lateral exit tube for vapour being 2½ in. An accurate thermometer is to be inserted through a cork fitted into the mouth of the neck, its bulb being placed 1 in. below the exit tube (centre to centre) the lateral tubes for vapour is to be connected with a Leibig condenser, the tube of which is 24 in. in length, the distillate is to be collected in a 150 cubic centimetre glass measure. The rate of distillation is to be so regulated that the liquid falls from the condenser into the measure glass in drops as fast as possible short of a tremors. No sign of carbonaceous residue is to be left on distillation to dryness.

15. Tenderers should state in the tender forms separate prices per gallon for delivery to the General Manager of the Railway under the following conditions, viz. :—

- (a) Delivery over ship's side in Colombo harbour.
- (b) Delivery *ex* contractor's store.
- (c) Delivery at the Railway Stores as defined in paragraph 16 below.

In the case of (a) a Customs Clearance Certificate will be passed by the General Manager of the Railway, and consequently the rate tendered must be exclusive of import duty. Rates tendered for (b) and (c) must include import duty.

16. The successful tenderer (hereinafter called "the contractors") shall undertake to provide at least six shipments of petrol during the continuance of the contract, whereby sufficient petrol may be delivered to the General Manager of the Railway over ship's side in Colombo harbour to enable the Railway petrol store to be kept properly stocked; and should the contractors fail to carry out this undertaking, they shall supply sufficient petrol from their own store as will enable the Railway petrol store to be kept properly stocked.

17. The petrol shall be delivered either in substantially constructed steel drums, or in hermetically sealed tins securely packed in strongly constructed wooden cases. In either case the receptacles must be so constructed and secured as to prevent any possibility of leakage or damage during transport by train, and the contractors must satisfy the General Manager of the Railway that they are so constructed and secured. The tenderers shall specify on the tender form whether they require the empty receptacles to be returned.

18. The General Manager of the Railway shall be at liberty to issue petrol to other Government Departments from stocks supplied by the contractors under the conditions of the contract.

19. The contractor shall not assign or transfer the contract or any interest therein without the permission in writing of the General Manager of the Railway.

20. The price per gallon paid by the General Manager of the Railway shall include cost, insurance, and freight, and all other expenses up to delivery either over ship's side *ex* contractor's store or at the Railway Stores, as the case may be, as defined in clause 16 above, and it shall also include the use of the receptacles in which the petrol is delivered. Should the contractors specify that the empty receptacles are to be returned to them, the General Manager of the Railway will undertake that they shall not be used for any other purpose, and that they will be returned as promptly as possible to the contractor.

21. Payments for the petrol will be made within 14 days of delivery.

22. If any of the petrol supplied is objected to by the Locomotive, Carriage, and Wagon Superintendent or the Railway Storekeeper as not being of the quality contracted for, or as being inferior in quality to the standard specification of petrol aforementioned (see clause 14), and if such objection be confirmed by the Government Analyst at the expense of the contractors, the General Manager of the Railway shall be at liberty to deduct from the price of such petrol such sums as he may consider justifiable by reason of the inferior quality of the petrol, or he may reject such petrol. Whenever any petrol is so rejected, the contractors shall, at their own cost and expense, forthwith remove such rejected petrol, and pending such removal the petrol shall remain and be at the risk of the contractors, and the contractors shall, in addition to any other penalty, be liable to refund to the General Manager of the Railway the cost incurred in the handling of such rejected petrol, and the amount of the cost so incurred, when certified under the hand of the General Manager of the Railway, shall be deemed final and conclusive for the purpose of such refund.

23. Subject to the provisions of clause 26 below, if the contractors shall at any time fail to supply the petrol ordered or should any petrol supplied be rejected as provided for in clause 22 and be not promptly replaced by the contractors with petrol of an acceptable quality, the General Manager of the Railway shall be at liberty to purchase elsewhere, at whatever price he may deem fit, such quantity of petrol as the contractors may have failed to supply; and should the petrol so purchased by the General Manager of the Railway cost more than the price agreed upon in the

contract, the contractors shall be liable to pay the General Manager of the Railway the full amount of such excess cost, together with all expenses attending the purchase and procuring of the same.

24. Any payments for which the contractors may be liable under the conditions of clauses 22 and 23 shall be deducted by the General Manager of the Railway from any moneys which may be due to the contractors under the contract, provided that nothing in the contract shall effect the General Manager of the Railway's right to recover such payments by action at law.

25. Subject to the provisions of clause 26 below, if the contractors fail to supply petrol on the conditions laid down in this notice or in the contract, or shall supply petrol inferior in quality to the standard specification of petrol aforementioned (see clause 14), or shall commit a breach of any of the covenants on the contractors' part to be observed and performed, then and in any of the said cases the General Manager of the Railway shall be at liberty, by notice in writing, to forthwith determine the contract, and thereon the contractors shall be liable to pay to the General Manager of the Railway all cost and expenses incurred by reason of such failure to supply petrol or by the supplying of petrol of inferior quality or by such breach of covenant, and shall in addition be liable to forfeit the sum of Rs. 1,000, which must be deposited by the contractors as security for the due performance of the terms of the contract.

26. Should tenderers desire to claim exemption from any penalties laid down in this notice on the grounds of exceptional and unforeseen difficulties, such as the act of God, &c., they must specify fully on the tender form the conditions under which they propose to claim exemption.

27. The decision of the General Manager of the Railway as to whether the contractors have been guilty of any breach of the covenants and conditions on the part of the contractors to be done, observed, and performed, and upon all questions arising out of or incidental to the contract, shall be deemed final and conclusive, and the contractors shall be bound thereby.

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

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

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

G. P. GREENE,
General Manager.

TENDERS are hereby invited for the supply of cadjans and bamboos to the Railway Department from persons willing to contract for supply of same for the use of the railway from October 1, 1922, to September 30, 1923, as may be required, viz. :—

Cadjans, best, each not less than 6 feet long.

Bamboos, large, straight, well seasoned, and free from defects, each 30 feet long, not less than 3½ in. diameter at the butt.

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. Tender should be marked "Tender for Cadjans and Bamboos to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 30, 1922.

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

6. A deposit of Rs. 15 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such

deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. If required, samples must be deposited.

8. The amount of security required will be Rs. 100. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

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

13. Fines will be inflicted for delays in complying with orders.

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

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

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

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

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

G. P. GREENE,
General Manager.

TENDERS are hereby invited for making and supplying the under-mentioned articles from persons willing to contract for this service from October 1, 1922, to September 30, 1923:—

For Workmanship only.

To be made up from materials supplied by the Railway Storekeeper (needles and thread will not be supplied).

All garments to be machine-stitched.

For Inspectors.

Suits, fine serge, braided and lined, fixed shoulder straps, to measurement	About	20
Suits, drill, with fixed shoulder straps, to measurement	"	130
Shoulder straps made of cord	"	70 pairs

For Station Masters, Relief Clerks, &c.

Coats, fine serge, braided and lined, fixed shoulder straps, to measurement	About	200
Coats, white drill, with fixed shoulder straps, to measurement	"	600
Trousers, white drill, to measurement	"	1,200

For Guards, Gate Inspectors, and Car Attendants.

Coats, fine serge, lined, to measurement	About	150
Coats, coarse serge, plain, to measurement	"	150
Suits, fine serge, plain, to measurement	"	150
Suits, coarse serge, to measurement	"	150
Trousers, fine serge, to measurement	"	20
Trousers, coarse serge, to measurement	"	20
Trousers, white drill, to measurement	"	1,800
Cuffs and collars	"	10 sets

For Checkers.

Coats, khaki drill, to measurement, with red epaulettes with the letters C. G. B. worked with black thread	About	400
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For Sergeants, Shooters, Ticket Collectors, Ticket Examiners, &c.

Suits, coarse serge, plain, to measurement	About	300
Suits, fine serge, plain, to measurement	"	50
Gold stripes	"	25 sets

For Porters, Policemen, Gatemen, &c.

Suits, coarse serge, 4 standard sizes	About	3,750
Coats, coarse serge, 4 standard sizes	"	70
Shoulder straps, red	"	700 pairs
Shoulder straps, green	"	900 "
Motor Chauffeurs' khaki uniforms, complete, to measurement, buttons not required	"	100
Motor Mail Service Conductors' khaki uniforms, with round khaki caps, buttons not required	"	30
Blue drill suits for carriage cleaners, &c.	"	100
Khaki pigstickers, to sizes	"	50
Khaki helmets, Wolsley pattern	"	15
Peaked caps, Infantry pattern	"	15
Boots, ammunition, with toe caps, for motor car drivers, to measurement	"	100 pairs
Khaki drill overalls, to measurement	"	220
Drill slops	"	80

For Peons, Messenger Boys, &c.

Coats, coarse serge, to measurement	About	50
Coats, khaki drill, to measurement	"	250
Suits, coarse serge, ornamental, complete, including caps, to measurement, buttons not required	"	60

Miscellaneous.

For stitching in red thread the words "Extra Porter No.,"* "Outside Porter No.,"* or "Goods Porter No.,"* &c., on coarse serge or drill coat. Tender to be per letter or figure.

For stitching in red thread the words "Ticket Examiner," "Ticket Collector," &c., on cap. Tender to be per letter or figure.

* Serial numbers from 1 onwards to appear here as may be ordered.

Notes.—(1) The above figures show approximate requirements for the period.

(2) All men to be measured at their respective stations, free passes for the purpose being provided by the Department as and when required.

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 Railway Clothing" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 23, 1922.

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

6. The tenderers should specify the rate at which each different description of uniform or article would, as shown above, be made up of materials supplied (exclusive of needles and thread) by the Railway Stores Department, according to the specification which can be seen at the office of the Railway Storekeeper.

7. A deposit of Rs. 50 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render

himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

8. The amount of security required will be Rs. 1,500. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

12. Fines will be inflicted for delays in complying with orders.

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

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

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

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

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

G. P. GREENE,
General Manager.

TENDERS are hereby invited for the supply of native half-round tiles and native ridge tiles delivered at Dematagoda Railway Store or elsewhere within the gravets of Colombo, as may be required for the use of the Railway Department, from persons willing to contract from October 1, 1922, to September 30, 1923.

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

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

4. Tenders should be marked "Tender for Half-round Tiles to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 30, 1922.

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

6. A deposit of Rs. 25 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kacheheri or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Tenderers are not required to submit samples, but must inspect the standard samples at the Office of the Railway Storekeeper, and no tenders will be considered unless such standard samples have been inspected and an undertaking inserted on tender that tiles to the standard of samples inspected will be supplied.

8. The amount of security required will be Rs. 100. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

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

13. Fines will be inflicted for delays in complying with orders.

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

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

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

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

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

G. P. GREENE,
General Manager.

TENDERS are hereby invited for the supply of liquid fuel to the Railway Department for a period of one year from October 1, 1922, to September 30, 1923.

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

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

4. Tenders should be marked "Tender for the Supply of Liquid Fuel to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 20, 1922.

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

6. A deposit of Rs. 25 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kacheheri or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

8. 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. The successful tenderer must lodge a cash security of Rs. 1,000.

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

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

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

12. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to

execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.

13. The minimum quantity of liquid fuel to be supplied during the above-mentioned period shall be 50,000 gallons per annum and the maximum quantity 150,000 gallons per annum.

14. Tenderers should state in the tender forms separate prices per gallon for delivery to the General Manager of the Railway under the following conditions, viz. :—

(a) Delivery *ex* the contractor's store.

(b) Delivery at Maradana or elsewhere within the gravets of Colombo.

15. The contractor shall not assign or transfer the contract or any interest therein without the permission in writing of the General Manager of the Railway.

16. The price per gallon paid by the General Manager of the Railway shall include cost, insurance, and freight, and all other expenses up to delivery *ex* contractor's store, or at Maradana or elsewhere within the gravets of Colombo.

17. Payments for the liquid fuel will be made within 14 days of delivery.

18. Any payments for which the contractors may be liable shall be deducted by the General Manager of the Railway from any moneys which may be due to the contractors under the contract, provided that nothing in the contract shall affect the General Manager of the Railway's right to recover such payments by action at law.

19. Subject to the provisions of clause 20 below, if the contractors fail to supply liquid fuel on the conditions laid down in the contract, or shall commit a breach of any of the covenants on the contractors' part to be observed and performed, then and in any of the said cases the General Manager of the Railway shall be at liberty, by notice in writing, to forthwith determine the contract, and thereupon the contractors shall be liable to pay to the General Manager of the Railway all cost and expenses incurred by reason of such failure to supply liquid fuel or by such breach of covenant, and shall in addition be liable to forfeit the sum of Rs. 1,000, which must be deposited by the contractors as security for the due performance of the terms of the contract.

20. Should tenderers desire to claim exemption from any penalties laid down in this notice on the grounds of exceptional and unforeseen difficulties, such as the act of God, &c., they must specify fully on the tender form the conditions under which they propose to claim exemption.

21. The decision of the General Manager of the Railway as to whether the contractors have been guilty of any breach of the covenants and conditions on the part of the contractors to be done, observed, and performed, and upon all questions arising out of or incidental to the contract, shall be deemed final and conclusive, and the contractors shall be bound thereby.

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

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

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

G. P. GREENE,
General Manager.

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1922, to September 30, 1923, in the Central Province North, and delivered at the Public Works Department Yards at Kandy, Katugastota, Matale, and Nalanda :—

List of Materials.

- Bricks, 9 in. by 4½ in. by 3 in., per 1,000.
- Tiles, Kandyan, flat, 10 in. by 6 in. per 1,000.
- Tiles, half-round, 15 in. long, per 1,000.
- Lime, slaked, well burnt, and free from particles of stone, per bushel.
- Lime, boiled, best, per bushel.
- Sand, best, per bushel.
- Charcoal, per cwt.
- Bamboo, each.
- Cadjans, double, 7 ft. long, per 100.
- Straw, per 100 bundles local size.

Planks, halmilla, 2½ in., per square foot.

Planks, milla, 2½ in., per square foot.

Half inch jak reepers, per 1,000 lineal ft.

Jak rafters, 4½ in. by 2 in., per lineal ft.

Firewood, per cwt. and per cubic yard.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and 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 to him through the post.

4. Tenders must be marked "Tender for the supply of Materials, Public Works Department, Central Province North, 1922-23," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 9, 1922.

5. Samples of the articles to be tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Central Province North, Kandy, not later than 12 noon on May 9, 1922.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Persons tendering for local timber should note that it will only be obtained from the successful contractor on such occasions when it is found impracticable to obtain it through the Forest Department.

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

9. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, Central Province North, Kandy, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

10. Further information may be obtained on application at the Office of the Provincial Engineer, Central Province North, Kandy.

11. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

15. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, April 10, 1922: for Director of Public Works.

TENDERS are hereby invited for the removal of 60,330 cwt., more or less, of salt lying at the Palatupana Lewaya into Kirinda Stores, at 6,000 cwt. per mensem.

2. All tenders should be in duplicate and sealed under separate covers. The original should be addressed to the Assistant Government Agent, Hambantota.

3. The duplicate of tender should be posted by tenderer to the Hon. the Controller of Revenue at the same time as he forwards the original to the Assistant Government Agent.

4. Tenders should be marked "Tenders for the removal of Salt" in the left hand top corner of the envelope, and should reach the Office of the Assistant Government Agent not later than midday on April 24, 1922.

5. The tenders are to be made upon forms which will be supplied upon application at the Hambantota Kachcheri, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 20 will be required to be made either at the Treasury Office, Tangalla, or any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. 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 securities will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 500. All other information can be ascertained upon application to the office referred to in section 5.

9. The weighing of salt bags, loading, and unloading will be done at Government expense.

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

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

Hambantota Kachcheri, M. A. YOUNG,
April 4, 1922. Assistant Government Agent.

TENDERS are hereby invited for the work of repairing the salt searcher's quarters, Madurankuli.

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 Searcher's Quarters, Madurankuli," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 1 P.M., on April 29, 1922.

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 deposit of the sum.

4. This sum of Rs. 10 will be held by the Assistant Government Agent as a security for the tenderer's 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 four weeks after the contract was entered into.

7. Further particulars may be obtained from the Office Assistant (Salt), Puttalam.

Particulars of the Work to be done.

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

The roof of the house should be re-thatched with new cadjans; and pootus should be placed thereon to serve as weights.

The walls of the house should be repaired in necessary places, and the mud wall should be rebuilt. The floor should be levelled and repaired with clay and stamped in necessary places. The building should be whitewashed.

Puttalam Kachcheri, S. M. P. VANDERKOEEN,
April 5, 1922. for Assistant Government Agent.

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1922, to September 30, 1923, to be delivered at the places named below in the Province of Sabaragamuwa:—

List of Materials.

Bricks, slop, 9 in. by 4½ in. by 3 in., per 1,000.

Charcoal, per bag.

Lime, boiled, per bushel.

Lime, slaked, per bushel.

Tiles, 15 in. half-round, per 1,000.

Cadjans not less than 6 ft. long, per 1,000.

Firewood, in length of 3 ft. and not less than 2 in. in diameter, per cubic yard.

Pelmadulla District.—Pelmadulla, Balangoda, Rakwana.

Ratnapura District.—Ratnapura, Kuruwita.

Avissawella District.—Avissawella, Karawanella, and Yatiyantota.

Kegalla District.—Kegalla, Ambanpitiya, and Aranayaka.

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

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Province of Sabaragamuwa, 1922-23," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on May 9, 1922.

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

5. Samples of the bricks and tiles tendered for are to be deposited at the office of the Provincial Engineer, Province of Sabaragamuwa, Ratnapura, not later than 12 noon on May 9, 1922.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for tender, and the description of the article adopted in his tender.

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

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

9. Further information may be obtained on application at the Office of the Provincial Engineer, Province of Sabaragamuwa, Ratnapura.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

12. This contract shall not be assigned or sublet without the authority of the Tender Board.

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

14. The Government does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting any portion of a tender.

Public Works Office,
Colombo, April 4, 1922.

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

SALES OF UNSERVICEABLE ARTICLES, &c.

THE under-mentioned found and unclaimed articles will be sold by public auction at the Railway premises at Maradana, at 2.30 p.m., on Wednesday, May 3, 1922 :—

Lot No.	
1	... Silver watch and rolled gold chain
2	... Wristlet watch with leather band
3	... 2 brooches and a pendant
4	... Pair silver bangles and a hairpin
5	... Fountain pen, pocket knife, and a razor
6	... Gold-rimmed pair of spectacles and pair of sun glasses in cases
7	... Pair of spectacles and empty spectacle cases
8	... A time piece
9	... A thermos flask
10	... 2 tortoise shell bent combs and a new sarong cloth
11	... 3 tortoise shell bent combs
12	... 2 gents' straw hats and a boy's sailor hat
13	... A two-chambered revolver
14	... 2 gents' hats, girl's hat, and a boy's hat
15	... Lot brassware
16	... A cabin trunk
17	... 3 inflators and a bicycle lamp
18	... A push bicycle
19	... Motor car inflator and a petrol drum
20	... A tennis racket, lady's hand bag, and 3 tobacco pouches
21	... Aluminium tiffin carrier
22	... Japanese tray, a foot stool, and fancy ekel baskets
23	... Box bar soap
24	... 3 kettles
25	... 3 military water bottles
25b	... Wooden box with clothes and a mattress
26	... Box containing 11 tins of quaker oats
27	... Case containing tins of biscuits
28	... Crate containing 2 dozens empty aerated water bottles
29	... Crate containing sheets of damaged glass
30	... 2 pairs of large sized antlers
31	... 3 digging forks
32	... Pair of antlers
33	... Lot hats
34	... Lot boots, shoes, and sandals
35	... Lot mats and pillows
36	... Lot books
37	... 2 bundles linen
38	... A wooden box containing clothes
39	... A parcel fibre, coir rug, and bags
40	... Lot gunnies
41	... Lot empty wooden boxes and tins
42	... Lot kitchen knives, &c.
43	... Lot curry stones
44	... Lot picture frames and a cradle basket
45	... Lot dressed monkey skins
46	... 2 motor tyres (one new)
47	... Small stove and 2 factory lamp burners
48	... 3 hurricane lanterns and a cart lantern
49	... 4 hat pegs and a wall rack
50	... 5 brass water taps and parcel tea lead
51	... Empty cash box and a leather bag
52	... Piece perforated zinc and zinc bucket
53	... Empty bottles and empty tins
54	... Lot china and enamel ware
55	... Lot rickshaw wheels
56	... 2 ladies' chairs and a teapoy
57	... Lot old furniture, planks, &c.
58	... A camp bed
59	... 4 bags cotton
60	... Iron oil drum
61	... Lot empty packing cases and baskets
62	... Lot tea shooks and cart pole
63	... Bag castor cakes
64	... A leather hand bag
65	... Parcel printing types (Sinhalese)

Lot No.		
66	.. 4 Tamil camboys (new)	
67	.. Lady's cape	
68	.. Lady's overcoat	
69	.. Gents' overcoat marked A	A
70	.. Do.	B
71	.. Do.	C
72	.. Raincoat, marked 1	
73	.. Do.	2
74	.. Do.	3
75	.. 2 ladies' umbrellas and a paper umbrella	
76	.. 2 gents' umbrellas, marked 1	
77	.. Do.	2
78	.. 3 gents' umbrellas, marked 3	
79	.. Bundle 5 half-sized umbrellas, marked 4	
80	.. Bundle 4 half-sized umbrellas, marked 5	
81	.. Bundle 5 old umbrellas, marked 1	
82	.. Do.	2
83	.. Do.	3
84	.. Do.	4
85	.. Do.	5
86	.. Do.	6
87	.. Do.	7
88	.. Do.	8
89	.. Do.	9
90	.. Do.	10
91	.. Bundle 5 walking sticks, marked 1	
92	.. Do.	2
93	.. Do.	3
94	.. Do.	4
95	.. Do.	5
96	.. Do.	6
97	.. Do.	7
98	.. Do.	8

General Manager's Office,
Colombo, April 10, 1922.

G. P. GREENE,
General Manager.

NOTICE is hereby given that the under-mentioned private property of long-sentenced prisoners of Chilaw Jail, will be sold by public auction, at the Chilaw Jail, at 11 A. M., on April 29, 1922 :—

10 sarongs	2 rags
5 banians	2 umbrellas
4 handkerchiefs	1 knife
2 cloths	9 amulets
2 coir belts	2 rings
1 towel	

Chilaw Jail,
April 6, 1922.

C. COOMARASWAMY,
Superintendent.

NOTICE is hereby given that the private properties of long-sentenced and deceased prisoners of Bogambra Jail will be sold by public auction at the Jail premises on April 22, 1922, at 11 A.M., viz. :—

Thirty-four cloths, 40 banians, 48 sarongs, 24 handkerchiefs, 28 belts, 9 towels, 11 coats, 1 piece of flannel, 10 shop studs, 1 pair shop links, 5 white metal small amulets, 1 leather purse, 1 felt hat, 3 brass studs, 1 watch with a white metal chain, 4 buttons, 1 copper coin, 2 pinchbeck studs, 2 iron keys, 2 trousers, 1 pair brown shoes, 1 pair socks, 15 rags, 3 shirts, and 1 small comb.

April 1, 1922.

C. C. WOOLLEY,
Superintendent.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE UVA HIGHLANDS TEA COMPANY, LIMITED.

1. The name of the Company is "THE UVA HIGHLANDS 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 the Uva Highlands estate situate in the Province of Uva in 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, 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 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 of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects, wholly or in part, similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company, or otherwise, and pay for in any manner that may be agreed upon either in money or in 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 amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) 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.
- (w) 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.
- (x) To procure the Company to be registered or incorporated in Ceylon and, if and when necessary or thought advisable, elsewhere.
- (y) 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.
- (z) 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 1) 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 2) 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 3) 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 4) 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 5) 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 Subscriber.
F. E. MACKWOOD, Colombo	One
F. O. MACKWOOD, Colombo	One
REGINALD JOHN, Colombo	One
J. C. KELLY, Colombo	One
EDWARD H. COLE, Colombo	One
L. O. LEEFE, Colombo	One
R. MEADEN, Colombo	One
Total shares taken ..	Seven

Witness to the above signatures at Colombo, this 14th day of March, 1922 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE UVA HIGHLANDS 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 "The Uva Highlands 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 only 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 notices 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 Uva Highlands 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 Six hundred thousand (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 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. 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 any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

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 certificates 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 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.

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 the 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 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.

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 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.

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 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 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.

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 shares 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 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.

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 members personally present and entitled to vote at the 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, 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).

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 credit, 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 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 the 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 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.

77. 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.

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 in 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 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.

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:—

The Uva Highlands 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 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.

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

DIRECTORS.

89. 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.

90. 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.

91. 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. 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 Francis Oswald Mackwood and Frederick James Hawkes both 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 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 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.

107. The Directors shall have power to carry into effect the acquisition of the said Uva Highlands estate, 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 regulation 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 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 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 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 powers 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 effects 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 as 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. (a) The firm of Mackwoods, Limited, shall be the first Agents and Secretaries of the Company.

(b) Unless and until otherwise mutually arranged the Agents and Secretaries shall be entitled to receive by way of remuneration a sum not exceeding Rs. 3,500 per annum in addition to the customary commissions and charges usually charged by estate agents in Colombo.

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 in 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 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 No. 2 of 1889 shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

F. E. MACKWOOD.
F. O. MACKWOOD.
REGINALD JOHN.
J. C. KELLY.
EDWARD H. COLE.
L. O. LEEFE.
R. MEADEN.

Witness to the above signatures at Colombo, this 14th day of March, 1922:

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

[Third Publication.]

MEMORANDUM OF ASSOCIATION OF THE GALKANDEWATTE TEA COMPANY, LIMITED.

1. The name of the Company is "THE GALKANDEWATTE 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—

- (1) To purchase the Galkandewatte estate situated in the Dimbula district of the Island of Ceylon.
- (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
- (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estate 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 rubber, tea, 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, 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 tea and rubber 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 purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interests; 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 purpose 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, 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, 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 share (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.

The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand (50,000) 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.
JOHN TILLY, Talawakele	One
JOHN TILLY (junior,) Galkandewatta, Talawakele	One
LUCY ELIZABETH JANE TILLY, Talawakele	One
MARION ELIZABETH TILLY, Talawakele	One
ETHEL LUCY McMILLAN, Talawakele	One
HERBERT BOIS, Colombo	One
G. L. BURNE, Colombo	One
Total number of Shares taken..	Seven

Witness to the signatures of JOHN TILLY, JOHN TILLY (junior), Mrs. LUCY ELIZABETH JANE TILLY, and Miss MARION ELIZABETH TILLY, at Galkandewatta, Talawakele, this 24th day of March, 1922 :

K. CHELLIAH,
Clerk, Galkandewatta estate.

Witness to the signature of Mrs. ETHEL LUCY McMILLAN, at Nuwara Eliya, this 25th day of March, 1922 :

W. J. B. DICKSON,
Planter, Sarnia, Badulla.

Witness to the signatures of HERBERT BOIS and GODFREY LIONEL BURNE, at Colombo, this 28th day of March, 1922 :

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

ARTICLES OF ASSOCIATION OF THE GALKANDEWATTE TEA COMPANY, LIMITED.

It is agreed as follows:—

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

INTERPRETATION.

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

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

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

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

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

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

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

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

Shareholder.—"Shareholder" means a Shareholder of the Company.

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

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

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

BUSINESS.

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

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

CAPITAL.

7. *Nominal Capital.*—The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000) divided into Fifty thousand (50,000) 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. *Trusts or any Interest in Share other than that of registered Holder or of any Person under Clause 38 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under clause 39 shall not, from any cause whatever, within twelve calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case of the death of any Shareholder, no person shall, within twelve calendar months after such death, be registered as a Shareholder

in respect of the shares of such deceased Shareholder, the Company may sell such shares 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 interests and expenses as aforesaid are to be paid; the notice shall also state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

(c) *In Default of Payment, Shares to be forfeited.*—If the requisition of such notice as aforesaid be not complied with, every or any share or shares in respect of which such notice has been given 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; 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; 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, re-allotted, or otherwise disposed of under Article 43 hereof shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

57. (a) *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time, at their discretion, to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Fifty thousand Rupees (Rs. 50,000). With the sanction of a General Meeting, the Directors shall be entitled to borrow such further sum or sums and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures, or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged, as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article, and subscribed by two or more of the Directors or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

57. (b) *Immediate Debenture Issue.*—Without prejudice to any of the powers and provisions of Article 57 (a) hereof and without the necessity of obtaining the sanction of the Company in General Meeting therefor the Directors shall have power to raise and borrow immediately a sum not exceeding One hundred and fifty thousand Rupees (Rs. 150,000), by the creation and issue of Three hundred redeemable debentures of Five hundred Rupees (Rs. 500) each carrying interest at seven and a half per centum per annum, and to secure the same by a primary mortgage over the Company's Galkandewatte estate.

MEETINGS.

58. *First General Meeting.*—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 three or more persons being Shareholders entitled to vote or persons holding proxies or powers of attorney from Shareholders entitled to vote.

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

77. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every share held by him. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

The Galkandewatte Tea Company, Limited.

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than four. 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 Three thousand Rupees (Rs. 3,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of First Directors.*—The first Directors shall be John Tilly, Esq., of Galkandewatte, Talawakele; Archibald Thomas Sydney Smith, Esq., of Deyanillakele, Lindula; Herbert Bois, Esq., of Colombo; and Rodney Mylius of Mattakelle, Talawakele, who shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors; his or their Remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office; and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents; and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

91. *Appointment of Successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent General Meeting. No person, not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other Shareholder intending to propose him has, at least seven clear days before the meeting, left at the office a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder to propose him.

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

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

94. *To retire annually.*—At the Second Ordinary General Meeting 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 clause 95.

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

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

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

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

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

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

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

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

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

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

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

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

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said Galkandewatte Estate.

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

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

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

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

111. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, lands, and effects of the Company, or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interest 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 special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

117. *Questions at Meetings how decided.*—Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes.

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

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

120. *Regulation of Proceedings of Committees.*—The meetings and proceedings of such committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto and are not superseded by the express terms of the appointment of such committee respectively, or any regulation imposed by the Board.

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

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

159. *Payment in Specie, and vesting in Trustees.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may, with the sanction of an extraordinary resolution, divide among the contributors 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 contributors as the liquidator, with like sanction, shall think fit.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at the places and on the days and dates hereinafter mentioned:—

JOHN TILLY.
JOHN TILLY, (junior).
LUCY ELIZABETH JANE TILLY.
MARION ELIZABETH TILLY.

Witness to the signatures of JOHN TILLY, JOHN TILLY (junior), Mrs. LUCY ELIZABETH TILLY, and Miss MARION ELIZABETH TILLY, at Galkandewatta, Talawakele, this 24th day of March, 1922:

K. CHELLIAH,
Clerk, Galkandewatte estate.

ETHEL LUCY McMILLAN.

Witness to the signature of Mrs. ETHEL LUCY McMILLAN, at Nuwara Eliya, this 25th day of March, 1922:

W. J. B. DICKSON,
Planter, Sarnia, Badulla.

HERBERT BOIS.
G. L. BURNE.

Witness to the signatures of HERBERT BOIS and GODFREY LIONEL BURNE, at Colombo, this 28th day of March, 1922:

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

[First Publication.]

The Blackwater Estate (Klang) Rubber Company, Limited.

NOTICE is hereby given that the Seventeenth Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, The National Mutual building, Chatham street, Fort, Colombo, on Friday, 21, 1922, at noon.

Business.

1. To receive the Directors' report and accounts for the year ended December 31, 1921.
2. To elect a Director.
3. To appoint Auditors for the current year, and for such other business as may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from April 8 to 21, 1922, both days inclusive.)

By order of the Directors,

Colombo, April 10, 1922. SKRINE & Co.,
Agents and Secretaries.

The Mount Pleasant Tea Estates Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of this Company will be held at the Registered Office of the Company, Messrs. Boustead Bros., Gas Works street, Pettah, Colombo, on Friday, April 21, 1922, at 11 A.M.

Business.

1. To consider and, if approved, to increase the Directors' fees from Rs. 500 per annum to Rs. 1,000 per annum.

By order of the Directors,

Colombo, April 10, 1922. BOUSTEAD BROS.,
Agents and Secretaries.

The Blue Tea Estates Company, Limited (in Liquidation).

NOTICE is hereby given that the Final General Meeting of Shareholders of the above-named Company will be held at the offices of Messrs. MacDermott & Company, Lloyd's buildings, Prince street, Colombo, on Saturday, May 13, 1922, at 12 noon, for the following purposes:—

1. To receive and consider the report of the Liquidator and the accounts of the Liquidation, and to pass a resolution adopting same.
2. To pass a resolution that the affairs of the Company are fairly wound up.

W. R. DONALDSON,

By his attorney A. DUNCUM,
Colombo, April 10, 1922. Liquidator.

The Telok Bharu Coconut Company, Limited.

NOTICE is hereby given that the Tenth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Thursday, April 27, 1922, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1921.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business of which due notice may be given.

By order of the Directors,

Colombo, April 11, 1922. **WHITTALL & Co.,**
Agents and Secretaries.

Auction Sale Under Mortgage Decree.

By virtue of a commission issued to me in D. C. case No. 3,147/21, I shall sell the following property to wit:—All those two adjoining allotments of land, being lot No. 11 and half from lot No. 10, with the buildings thereon, now bearing assessment No. 244/25 Churchyard lane now called Short's road, situated at Slave Island, within the Municipality and District of Colombo, Western Province; bounded on the north by the other part of the same land, on the east by the road now called Short's road, on the south by lot No. 12, on the west by lot No. 15; containing in extent 10½ perches.

Sale on Thursday, May 11, 1922, at 4.30 P.M., at the spot.

For further particulars apply to Messrs. Wilson & Kadrigamer.

Canal Row, Fort.
Phone No. 733
Tel: "Hammer"

R. G. KOELMAN,
of **JENSEN & Co.,**
Auctioneers and Brokers.

Auction Sale under Mortgage Decree.

UNDER decree in case No. 9,902, D. C., Kalutara, entered in favour of the plaintiff Lewis Andradygey Robert Andrady of Welapura Kalutara, against the defendant Vythilingam Sivapathiam of Vannarponnai West in Jaffna, widow and administratrix of the estate of the late Weerawagu Vythilingam of Kalutara, deceased, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned property, mortgaged by bond No. 1,888 dated April 15, 1919, and attested by Mr. W. D. Martin, Notary, by public auction, at the spot, at 3 P.M. on Saturday, April 22, 1922, to wit:—

An undivided ½ share of the soil and trees of that allotment of land called Dawatagahawatta, situated at Nagoda in Kalutarabadda; and bounded on the north by road to Bombuwala, on the east, south, and west by portion of the same land; containing in extent 2 acres and 3 roods.

Further particulars can be had from Felix de Silva, Esq., Proctor of the Supreme Court, and Notary Public, or from me:

Kalutara, April 8, 1922. **D. M. D. S. A. GOOPERATNE,**
Auctioneer.

Auction Sale of Properties at Weweldeniya, Pahalagama, and Helakandawa.

By virtue of the commission issued to me from the District Court of Negombo in Testamentary case No. 1,913 I shall sell the under-mentioned properties belonging to the estate of the late Gunasekara Ratnayakarallage Warnawatie Hamine of Weweldeniya, deceased, by public auction, at the respective spots, on Friday, May 5, 1922.

At 10 A.M.

1. The undivided ½ share of the land called Kongahawatta of the extent of about 2½ acres, situate at Weweldeniya, Pahalagama.

At 10.30 A.M.

2. The undivided ½ share of the field called Dorakadākumbura of the extent of about 5 beras of paddy sowing ground, situate at Weweldeniya aforesaid.

At 2 P.M.

3. The land called Medikelewatta of the extent of about 1 acre 1 rood and 10 perches, situate at Helakandana.

At 2.15 P.M.

4. The undivided 1/15 share of the land called Kongahawatta of the extent of about 5 acres, situate at Helakandana.

At 2.30 P.M.

5. The undivided 1/15 share of the land called Meegahawatta of the extent of about 2 roods, situate at Helakandana.

At 2.45 P.M.

6. The undivided 1/15 share of the land called Meegahawatta of the extent of about 30 perches, situate at Helakandana.

At 3 P.M.

7. The undivided 1/30 share of the field called Dawatagahakumbura of the extent of about 6 bushels of paddy sowing ground, situate at Helakandana.

Further particulars from Messrs. Amarasinghe & Ranasinghe, Proctors and Notaries, Negombo, or—

Negombo, April 10, 1922. **M. P. KURERA & Co.,**
Auctioneers.

Auction Sale of Property at Medemulla, in the District of Negombo.

UNDER decree in case No. 15,106 in the District Court of Negombo entered in favour of the plaintiff Ana Wana Theeyanna Lena Letchamanan Chetty of Negombo, against the defendants (1) Hettiaratchige Don Thomas Perera Appuhamy of Medemulla, (2) Wanniachchiphathirenehelage Don Pedru Appuhamy of Kimbulapitiya, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned property mortgaged by bond No. 339 dated November 21, 1919, attested by O. Simon P. Jajasinghe, Notary, as a primary mortgage, by public auction, at the spot, at 4 P.M. on Friday, May 12, 1922:—

The land called Kahatagahawatta, situate at Medemulla, in Dasiya pattu of the Alutkuru korale, in the District of Negombo, Western Province, containing in extent about 1 acre; of which said land, excluding an undivided strip of land 12 feet in breadth along the eastern boundary for a cart road, the remaining land, with the plantations and the tiled house standing thereon.

Further particulars from Mr. Gregory de Zoysa, Proctor and Notary, Negombo, or—

Negombo, April 10, 1922. **M. P. KURERA & Co.,**
Auctioneers.

Auction Sale.

In the District Court of Negombo.
Lintotage Solomon Fernando of
Katana Substituted plaintiff.
Vs.
No. 11,597.

Mutuwadige Marcelinu Fernando of Dandugama. Defendant.

UNDER and by virtue of the order to sell issued to us from the District Court of Negombo in case No. 11,597; we shall sell the under-mentioned property, at the risk of its original purchaser Mutuwadige Andrew Fernando of Dandugama, who failed to comply with the conditions upon which he purchased the same, for the recovery of the amount payable by the defendant Mutuwadige Marcelinu Fernando of Dandugama to the substituted plaintiff Lintotage Solomon Fernando of Katana, by public auction, at the spot, at 10 A.M. on Saturday, May 13, 1922.

An undivided $\frac{1}{2}$ share of Ketakalahawatta of about 2 $\frac{1}{2}$ acres, situated at Dandugama in Ragam pattu of the Alutkuru korale.

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

Negombo, April 10, 1922.

M. P. KUREBA & CO.,
Auctioneers.

Auction Sale.

In the District Court of Negombo.

Dissanayaka Kattatallage Singhappuhamy of Banduragoda Plaintiff.
No. 14,510. Vs.

(1) Nainayakapathirennhelage Mencha Nona assisted by her husband (2) Jayasekarapathirennhelage Jeelis Appuhamy, and (3) ditto Mudalihamy, all of Keppitiwalana 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 respective spots, on Saturday, May 6, 1922, the under-mentioned properties mortgaged by bond No. 1,313 dated October 4, 1916, attested by S. J. P. Wickramasuriya, Notary Public, as a primary mortgage, to wit:—

At 10 A.M.

(1) An undivided $\frac{1}{2}$ share of the land called Pahalawatta, situate at Keppitiwalana, in Yatigaha pattuwa of the Hapitigam korale, in the District of Negombo, in extent about 3 acres, subject to the 4 years lease mentioned in deed No. 204 dated November 7, 1914, attested by the said Wickramasuriya, Notary.

At 10.15 A.M.

(2) The land called Polgahalanda, situate at Keppitiwalana aforesaid, in extent 3 acres 2 roods and 16 perches. Of an undivided portion in extent 1 $\frac{1}{2}$ acres towards the south-east of this land, the undivided $\frac{6}{10}$ shares.

For further particulars please apply to Messrs. De Zoysa & Perera, Proctors, Negombo, or to—

Negombo, April 10, 1922.

K. L. PEREIRA & SON,
Auctioneers and Brokers.

Auction Sale.

In the District Court of Negombo.

Dissanayaka Kattatallage Singhappuhamy of Banduragoda Plaintiff.
No. 14,568. Vs.

(1) Jayasekara Gangoda Aratchige Don Louis Appuhamy, and (2) ditto Oginis Appuhamy, both of Kaluaggala 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 11.30 A.M. on Saturday, May 6, 1922, the under-mentioned property mortgaged by bond No. 2,304 dated July 5, 1913, attested by M. V. P. Dharmaratna, Notary Public, as a primary mortgage, to wit:—

An undivided $\frac{1}{12}$ share of the several contiguous portions of land called Bulugahawatta, situated at Madithiyawala, in Yatigaha pattu of the Hapitigam korale, in the District of Negombo, in extent about 20 acres.

For further particulars apply to Messrs. De Zoysa & Perera, Proctors, Negombo, or to—

Negombo, April 10, 1922.

K. L. PEREIRA & SON,
Auctioneers and Brokers.

Auction Sale of Valuable Tea Estate and other Lands,
situated near Galaha, Kandy District.

UNDER mortgage decree in D. C., Kandy, case No. 29,816, entered in favour of Y. C. Y. Muthiah Chetty of India, by his attorney P. R. Suppiah Pillai of No. 17, Trinmallee street, Kandy, against the defendant Gangodagedera Ran Kira alias Gangoda Devage Silva of Mahara in Gampola, I shall sell by public auction at Lower

Erin estate in Tumpelawake, on Saturday, May 6, 1922, commencing at 12.15 P.M., the following properties, to wit:—

1. Lower Erin estate, containing in extent 45 acres 2 roods and 22 perches (exclusive of the field and tea garden belonging to natives).

2. Aladeniyawatta, 6 acres and 24 perches.

3. Waldomagahamulahena, 1 acre 2 roods and 35 perches.

4. Kartuwalagahayatasinna, 3 acres 3 roods and 12 perches.

The above properties are situated at Tumpelawaka in Kandukara pahala korale of Uda palata, Kandy District.

5. An undivided $\frac{1}{2}$ part or share of Nekethgederakumbura of 1 acre 1 rood and 7 perches, situate at Mulgama in Kandukara pahala korale aforesaid.

6. Galketegeragawakumbura of 15 lahas paddy sowing extent, situate at Pattiagama in Hewawisse korale of Pata Hewaheta.

7. Galkadullekumbura, 4 acres in extent.

8. Deluwegederawatta, 2 pelas paddy sowing extent.

9. Doluwegederawatta, 2 pelas paddy sowing extent.

10. The southern portion of 6 lahas of paddy sowing out of Katukitullehena.

11. Bulatwelgammanawatta of about 3 roods and 19 perches in extent.

12. Bulatwelgammana Galapitiahena of 15 lahas paddy sowing extent.

13. Katukitullele of about 1 acre in extent.

14. The southern $\frac{1}{2}$ part of 2 pelas paddy sowing out of Katukitullehena.

15. Katukitullelewatta of about $\frac{2}{3}$ of an acre in extent.

16. Peellagawahena about 1 acre in extent.

17. An undivided $\frac{1}{2}$ part of 15 lahas in paddy sowing extent out of Karolagastennepitiyawatta.

18. Katukitullekumbura of 1 pela paddy sowing extent.

19. An undivided portion in extent 1 timba of paddy sowing out of Katukitullehena.

20. Galgodawatta of 5 lahas paddy sowing extent.

21. Katukitullelewatta of about $\frac{1}{2}$ an acre in extent.

22. Hewahettedegerawatta of about 1 amunam paddy sowing in extent.

23. Hewahettedegerawatta of 1 pela paddy sowing in extent.

24. An undivided 7th part or share of Nambanhelehena of about 12 acres in extent in the whole.

All the above lands are situated at Tumpelawaka aforesaid.

For further particulars apply to Messrs. Weerasooria & Wijenaike, Proctors, Kandy, or to me:

No. 9, Malabar street, Kandy.

A. R. WICKREMESAKERE,
Auctioneer.

Sale by Auction under Mortgage Decree.

In the District Court of Puttalam.

Magna Yana Awanna Anamalai Chetty of India by his attorney Magna Yana Awanna Sithambaram Mudaly of Puttalam Plaintiff.

No. 3,122.

Vs

Santiago Gabriel Fernando of Muttipalaikulam in Akkarai pattu Defendant.

BY virtue of the order that has been directed by the District Court of Puttalam in the above case, I hereby give notice that I will put up for sale by public auction the following properties on the date and the hour mentioned below, at the spot:—

May 2, 1922, at 3 P.M.

(a) Land called Veetaditotum, situate at Marakarchenai in the village Nallandaluwé in Akkarai pattu in Puttalam District, North-Western Province, measuring in extent from north to south 76 yards, and east to west 291 yards; and bounded on the north by land belonging to the heirs of Kuppe Pitche and banian tree; east by marshy land and water gathering place, south, by land belonging to Romiel Fernando, Anthony Fernando, and others, and west by path called Kanakkanperuvaly. The entirety within these boundaries,

May 2, 1922, at 3.15 P.M.

(b) Out of the paddy land, situate at the village Muttipalākūlam in Akkaraipattu, the soil of the extent of 2½ bushels paddy sowing soil and coconut trees; boundaries of which are: on the north by the common ridge of the paddy field belonging to Kattuawawa Mudalia Pillai, east by garden belonging to Kattuawawa Mudalia Pillai and sister Sarah Umma, south by the field belonging to the said Sarah Umma, and west by garden belonging to Naina Marikar Pariari and Kachi Maraikar and others; out of the land, coconut trees, and other things contained within these boundaries, an undivided ¼ share and the tank belonging thereto.

May 2, 1922, at 3.30 P.M.

(c) The extent of the coconut garden called Muttipalākūlamtotam, situate to the west of Wallu (wayel) in the aforesaid village, is about ¾ of an acre; boundaries are: on the north by the garden belonging to Naina Lebbe Marakar, Notary, Mohamed Mohideen Ibrahim Naina Marakar, east by field belonging to Sinnathamby Thamby Mudaly and others, south by garden belonging to Peer Cando Muthu Marakar and others, and west by garden belonging to Alla Pitchay Meera Cando's wife Katta Umma and others; an undivided ¼ share of the entirety within these boundaries.

May 2, 1922, 3.50 P.M.

(d) Out of an undivided 1/10 share of the land called Marakartotam, situate to the east of the tank Muttipalākūlam in the aforesaid village boundaries for a portion of waste land, containing in extent about ½ an acre in which 50 coconut trees could be planted, are: on the north by land belonging to Subeyapullege Romel Fernando and others, east by marshy land and Kannakadu, south by maruthamaram (a branched tree), and the big anicha tree in the direction, and west by high path; an undivided ¼ share of the entire land, coconut trees, and other things within these boundaries.

May 2, 1922, at 4 P.M.

(e) The coconut garden called Veetaditotam, situate at Marakarchenai in the village Nallandaluwa in the aforesaid pattu, and measuring in extent from north to south 76 yards and from east to west 291 yards; boundaries are: on the north by land belonging to the heirs of Kuppe Piche and the banian tree, east by marshy land and water gathering place, south by land belonging to Romel Fernando, Anthony Fernando and others, and west by path known as Kanakkaperuvaly, and all the right, title, interest, and claim, whatsoever of the said defendant, in, to, upon, or out of the said several premises mortgaged by the defendant.

For further particulars apply to W. S. Strong, Esq., Proctor, Supreme Court, Puttalam, or to the undersigned.

P. M. M. KADER SAIBO MARIKAR,
Puttalam, April 6, 1922. Auctioneer.

Auction Sale.

UNDER and by virtue of the commission issued to me in S. C., Chilaw, Testamentary case No. 1,315, I shall offer for sale by public auction at their respective spots.

On May 13, 1922, commencing at 10 A.M.

1. One-tenth share of Maragahawatta, exclusive of soil, situate at Marawila, No. 37 in the inventory.
2. Telambagahawatta, situate at ditto, No. 38, ditto.
3. Kadurugahawatta, situate at ditto, No. 39, ditto.

At 4 P.M.

4. Kajugahawatta, situate at Kandawala, Negombo District.

On May 20, 1922, commencing at 10 A.M.

5. One-fourth share of Wewaranagahamulahena, situate at Udabaddawa, in Kurunegala District, containing in extent 4 acres, No. 42 in the inventory.
6. Two-third share of Kadewatta, situate at ditto, containing in extent 2 acres and 2 roods, No. 43 ditto.
7. Kongahamulahena in Mahagammedda, situate at ditto, containing 150 coconut trees plantable soil, No. 44 in the inventory.
8. Dematawalapillewa, situate at ditto, in extent 3 acres, No. 45 in the inventory.
9. Kadurugahamulahena, situate at ditto, in extent 75 coconut trees plantable soil, No. 46 in the inventory.

On May 27, 1922, at 10 A.M.

10. Eswelayawatta, situate at Dandugama, in Colombo District, containing in extent 1 acre 2 roods, No. 48 in the inventory.
11. Watabodekumbura and owita, situate at ditto, 3 bushels paddy sowing soil, No. 49 in the inventory.
12. Kadurugahaowita, situate at ditto, in extent about 6 acres, No. 50 in the inventory.
13. Davulkurundugahawatta, situate at ditto, in extent 1 acre 2 roods, No. 51 in the inventory.
14. Kadolgahakumbura, situate at ditto, No. 53 in the inventory.
15. Kerellagahakumbura and owita, situate at ditto, No. 53 in the inventory.
16. Kelambagahaowita, situate at ditto, No. 54 in the inventory.
17. Madangahawatta, situate at ditto, No. 55 in the inventory.

On Saturday, June 3, 1922, at 10 A.M.

18. Kahatagahawatta alias Gorakagahawatta, situate at Kandana, in Colombo District, No. 40 in the inventory.
19. Five-sixth share of Dewatagahawatta, situate at ditto, containing in extent 1 rood, with the two tiled-houses standing thereon, No. 41 in the inventory.

Further particulars from C. V. M. Panditesekere, Esq., Proctor, Supreme Court, Chilaw.

Chilaw, April 8, 1922.

S. P. ABEYAKOON,
Auctioneer.

SALES OF TOLL AND OTHER RENTS.

Sale of Toll Rents, Western Province.

NOTICE is hereby given that on Tuesday, April 11, 1922, 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 and Ferry 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 March, 1922, 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 April 12, 1922, to September 30, 1922.

Ferry.—Mutwal.

Canal.—Negombo.

Colombo Kachcheri,
March 31, 1922.

J. G. FRASER,
Government Agent.

MISCELLANEOUS DEPARTMENTAL NOTICES.

CENSUS OF PRODUCTION, 1921.

Coconuts.

The annexed table shows the provisional totals of the Census of Production for coconuts for the year ending September 30, 1921.

"A" Estates.—For the purpose of this Census a number of the larger estates in the charge of Superintendents who could fill in the returns in English were designated "A" estates, and forms were sent direct to them from the Statistics Office. I am greatly indebted to these Superintendents and their staffs for the care and promptitude with which the returns were sent in.

Accuracy.—Although it is hoped that the figures for "A" estates are very nearly correct, it is possible that there is a very large error in the figures for "Other" estates, as this is the first attempt which has been made to collect the information. Not only is the total acreage considerably below the previous estimate of 1,000,000 acres, but there were several discrepancies in the returns which call for further investigation.

Notes regarding the Table.—The sign "—" in the table generally means "details not available," except in the cases of lines with all items so marked, when it means "nil." It will be seen that detailed particulars have not been collected for "Other" estates. The figures for "A" estates in column 3 should be equal to the sum of corresponding figures in columns 4 and 5, but in the cases marked * this is not so, as the information for columns 4 and 5 was omitted from some of the returns.

Statistics Office,
Colombo, April 5, 1922.

L. J. B. TURNER,
Director of Statistics.

Census of Production ("A" Estates and Other), 1921. (Provisional Figures.)

COCONUTS.

District.	"A" Estates or Other.	Total Acreage planted with Coconuts of any Age.	Total Acreage planted with Coconuts under Ten Years.	Total Acreage planted with Coconuts Ten Years and over.	Total Acreage planted with Coconuts in bearing.	Number of Nuts gathered in the Twelve Months ending September 30, 1921.	Number of Candies of Copra manufactured in the Twelve Months ending September 30, 1921.
1	2	3	4	5	6	7	8
Colombo	"A"	15,626	3,882	11,744	10,952	24,868,375	10,684
	Other	229,636	—	—	—	206,369,771	47,932
Kalutara	"A"	2,025	483	1,542	1,461	3,979,816	920
	Other	38,642	—	—	—	24,479,356	2,796
Kandy	"A"	3,599	786	2,813	1,999	3,668,893	1,810
	Other	7,258	—	—	—	10,338,267	324
Matale	"A"	1,433	164	1,269	1,269	1,082,483	176
	Other	3,467	—	—	—	6,000,807	659
Nuwara Eliya	"A"	41	28	13	13	29,390	0
	Other	201	—	—	—	310,630	—
Jaffna	"A"	1,072	60	1,012	902	514,359	270
	Other	21,296	—	—	—	26,022,576	8,248
Manqar	"A"	—	—	—	—	—	—
	Other	4,860	—	—	—	1,583,045	792
Mullaittivu	"A"	400	100	300	200	521,000	350
	Other	2,336	—	—	—	2,245,002	644
Galle	"A"	2,807	653	2,154	1,648	2,927,541	2,033
	Other	46,913	—	—	—	39,918,455	19,179
Matara	"A"	345	242	103	116	102,773	0
	Other	29,686	—	—	—	31,289,036	19,353
Hambantota	"A"	—	—	—	—	—	—
	Other	10,260	—	—	—	12,151,714	30,794
Anuradhapura	"A"	64	29	35	35	39,969	0
	Other	4,114	—	—	—	2,877,751	—
Batticaloa	"A"	2,932	254	2,678	2,234	3,696,746	3,014
	Other	9,882	—	—	—	15,048,380	6,802
Trincomalee	"A"	505	380	125	125	222,459	0
	Other	2,928	—	—	—	2,111,001	250
Kurunegala	"A"	29,128*	8,662	19,915	18,078	33,277,180	19,382
	Other	164,399	—	—	—	218,730,074	120,159
Puttalam	"A"	3,445	1,810	1,635	1,373	4,353,450	3,014
	Other	51,153	—	—	—	56,381,864	40,254
Chilaw	"A"	11,694	2,703	8,991	8,014	29,174,895	14,344
	Other	75,319	—	—	—	150,238,491	84,355
Badulla	"A"	3	0	3	3	400	0
	Other	930	—	—	—	1,250,605	—
Ratnapura	"A"	71	34	37	35	25,942	0
	Other	7,295	—	—	—	4,699,178	53
Kegalla	"A"	602	142	460	508	783,490	97
	Other	33,634	—	—	—	37,352,575	9,766
Total	"A"	75,792*	20,412	54,829	48,965	109,269,161	56,094
	Other	744,209	—	—	—	849,398,578	392,360
Grand Total		820,001*	—	—	—	958,667,739	448,454

The Jaffna Oriental Studies Society.

Rules and Syllabus of Examination, 1923.

AN examination in three stages, viz., Preliminary, Intermediate (Bala Pandit), and Final (Pandit), to test scholarship in Tamil and Sanscrit and grant certificates, will be conducted by the Jaffna Oriental Studies Society on April 2, 1923, and the following two days in Jaffna, in accordance with the following rules and syllabus:—

(2) Candidates may enter for either Tamil or Sanscrit only or for both. Candidates can also appear for a higher examination without passing the lower.

(3) Intending candidates should apply on the prescribed form (to be obtained from the Honorary Secretary) to the Secretary of the Society on or before February 2, 1923. A fee of Re. 1 should be remitted by money order in favour of the Secretary, along with the application form, by candidates other than those from recognized schools.

(4) Candidates should pass in the first three groups (I., II., and III.), and in one section at least of group IV. to secure a pass in the whole examination.

(5) Candidates obtaining not less than 60 per cent. of the total number of marks will be placed in the First Division; those obtaining not less than 50 per cent. in the Second Division; and those obtaining not less than 40 per cent. in the Third Division; provided they obtain not less than 25 per cent. of marks for each question paper, provided also they obtain not less than 33 per cent. of marks for each group.

SYLLABUS OF EXAMINATION, 1923.

(A) Preliminary Examination.

Group I.—Literature : 250 Marks.

Tamil.	Sanskrit.
1. Tandalayar Satakam Naladiar, first 50 stanzas.	1. Rajhuvansa, Cantos I-IV.
2. Kalasai Siledaj Venba.	2. Hitopadesa, Books I. and II.
3. Marasai Antati.	
4. Villi Bharatam, 1st parvam.	
5. Navalar Periyapurana prose.	
Group II.—Grammar : 150 marks.	
1. Nannool Kandikai (the whole).	1. Bhandarkar's Book II.
	2. Laghu Kanmudi, to the end of nouns.
Group III.—Composition : 100 marks.	
1. An Essay in Composition.	(a) Translation.
	(b) Reproduction.
	(c) Dictation.
Group IV.—50 marks for each Section.	
(a) Outlines of History of Jaffna.	1. Amaram, Part I.
(b) Tamil Prosody and Rhetoric by Visakapperumal Iyer.	
(c) Nikandu, 4 Cantos.	

(B) Intermediate (Bala Pandit Examination).

Group I.—Literature : 250 marks.

Tamil.	Sanskrit.
1. Kampa Ramayanam Balakandam.	1. Kumarasambhavam, first 2 Cantos.
2. Kanta Puranam, first 7 Cantos.	2. Magham, first 2 Cantos.
3. Nedunalyadai, with commentary.	3. Dasa Kumara Charitram, Part I.
4. Kural Aratuppal, with commentary, by Parimelakar.	
5. Tiru Vilayadal Prose by Navalar.	
Group II.—Grammar : 150 marks.	
1. Nambi Akapporul.	1. Laghu Kanmudi (whole).
2. Tolkappiam Eluthathikaram with commentary.	2. Kavya Darsa, Part I.
3. Nannool Viruthiyurai.	
Group III.—Composition : 100 marks.	
1. Essay in Composition.	1. Translation.
	2. Reproduction.
	3. Letter-writing.
Group IV.—50 marks for each Section.	
(a) Yapparunkala Karikaiyurai.	1. Amaram, Part II.
(b) Verse making : Venba and Asiriyappa.	2. Tarkasangraham.
(c) Nikandu, Book XI.	
(d) Tarkasangirakam annampadiya.	
(e) Outlines of Ceylon History.	

(C) Final (Pandit) Examination.

Group I.—Literature : 300 marks.

Tamil.	Sanskrit.
1. Jeevaka Sintamani, first 2 Cantos, with commentary.	1. Naishadham, 4 Cantos.
2. Periyapuranam first 350 stanzas.	2. Meghadutam.
3. Purananuru first 100 stanzas.	3. Sakuntalam.
4. Kural Porutpal, with commentary.	4. Kadambari.
5. Kalithokai, Palaikali, and Marathakali.	5. Kiratarjuneeyam, 2 Cantos.
6. Tiruchittampalakkovai.	

Group II.—Grammar : 200 marks.

Tamil.

1. Tolkappiyam Sollatikaram Senavarayar commentary.
2. Ditto Poruladhikaram, first 5 Iyals.
3. Tandialankaram.
4. Iraiyanar Akapporul, with commentary.

Sanskrit.

1. Sidhanta Kanmudi of Bhattoj. Dikshit wiyh Balamanorama.

Group III.—Composition : 100 marks.

1. A critical Essay.

1. Translation.
2. An Essay in Composition.

Group IV.—50 marks for each Section.

1. Outlines of the History of the British Empire.
2. Yapparunkalavirutti and verse making (all four kinds).
3. Tarka Paripashi.
4. Sivapragasam, with commentary.

1. Vritta Ratnakaram.
2. Kavya Darsa (whole).
3. Logic (annampattiyam).

Education Office,
Colombo, March 31, 1922.

L. MACRAE,
President, Jaffna Oriental Studies Society.

Naseby Estate Vernacular Mixed School.

NOTICE is hereby given that an application has been received from the Rev. R. P. Butterfield, Haputale, for a grant in aid of his Naseby Estate Vernacular Mixed School, which is situated in Nuwara Eliya District of the Central Province.

Observations will be received not later than May 8, 1922.

Education Office,
Colombo, April 4, 1922.

L. MACRAE,
Director of Education.

Sandringham Estate Vernacular Mixed School.

NOTICE is hereby given that an application has been received from the Rev. R. P. Butterfield, Haputale, for a grant in aid of his Sandringham Estate Vernacular Mixed School, which is situated in Uda Bulatgama, Agra-patna, Dimbula of the Central Province.

Observations will be received not later than May 8, 1922.

Education Office,
Colombo, April 4, 1922.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Mudaliyar T. Karalapillai of Saram place, Colombo, has been appointed Manager of the school mentioned below in place of the late Mr. H. Tiruvilangam:—

School referred to.

J/Manipay Hindu College.

Education Office,
Colombo, April 5, 1922.

L. MACRAE,
Director of Education.

Government Training College.

FINAL EXAMINATION FOR SINHALESE STUDENTS, 1921.

THE following Student Teachers have successfully completed their two years' course of Training (1920-1921), at the Government Training College, and have been awarded the Certificate of the Second Class.

Sinhalese Men Students (in alphabetical order).

- | | |
|---------------------------|--------------------------|
| 1 Abayawardana, D. S. V. | 13 Methias, M. |
| 2 Attygala, D. R. | 14 Munasinghe, K. D. S. |
| 3 Brampy, M. D. | 15 Nanayakkara, K. D. F. |
| 4 Charles, K. D. | 16 Prolis, P. D. |
| 5 Dharmaratna, A. P. | 17 Samaratunge, D. F. |
| 6 Fernando, P. M. | 18 Silva, T. H. D. |
| 7 Gunaratna, R. M. | 19 Tilakaratna, A. M. K. |
| 8 Herat, R. B. | 20 Wanasinghe, W. A. |
| 9 Jinadasa, N. G. V. | 21 Wijenayake, S. |
| 10 Karawita, D. H. | 22 Wickremaratne, M. T. |
| 11 Liyanapathirana, D. A. | 23 Yapa Appuhamy, H. S. |
| 12 Maheepala, D. M. M. | |

Sinhalese Women Students (in alphabetical order).

- | | |
|------------------------------|------------------------|
| 1 Abayaratna, V. G. R. | 11 Morawaka, A. P. |
| 2 Alahakoon, D. H. | 12 Meri Nona, A. M. |
| 3 Amarawathee, D. A. | 13 Padmawathie, D. P. |
| 4 Caroline, L. D. | 14 Premawathie, H. G. |
| 5 Dewakaluarachchi, D. C. M. | 15 Ramanayake, D. P. |
| 6 Emalin, D. L. | 16 Senaratna, M. M. |
| 7 Jayakody, S. L. | 17 Subasinghe, P. H. |
| 8 Jayatilaka, T. P. G. | 18 Weerakoon, E. P. M. |
| 9 Kalyanawathee, K. | 19 Welaratne, M. J. |
| 10 Maynona, I. D. | 20 Wijesinghe, H. |

Education Office,
Colombo, April 7, 1922.

EDWIN EVANS,
for Director of Education.

Final Examination, March, 1922.

First Class (in Order of Merit).

None.

Second Class (in Order of Merit).

- | | |
|---------------------------|--------------------------|
| No. 19, T. R. Jansen | No. 5, G. S. W. de Saram |
| No. 16, C. W. A. de Silva | No. 15, T. S. M. Samahim |
| No. 7, C. A. Van Rooyen | No. 13, A. A. Sourjah |

The following candidates complete the examination:

- | | |
|--------------------------|-----------------------------|
| No. 8, A. Sunderampillai | No. 1, W. L. P. Dassanayake |
|--------------------------|-----------------------------|

The above-mentioned candidates have satisfied the requirements for the License in Medicine, Surgery, and Midwifery of the Ceylon Medical College.

The Perry Exhibition for Licentiate has been awarded to Dr. S. Ramanathan (March 1920).

Ceylon Medical College,
Colombo, April 7, 1922.

L. D. PARSONS,
Acting Registrar.

Second Apothecaries' Examination, March, 1922.

First Class (in Order of Merit).

- | | |
|----------------------|----------------------|
| No. 2, A. Ranasinghe | No. 3, D. J. Tissera |
|----------------------|----------------------|

(Second Class (in Order of Merit).

- | | |
|--------------------------|-------------------------------|
| No. 7, D. A. Jayawardene | No. 9, K. B. Samarakoone |
| No. 12, K. Velupillai | No. 5, P. Jacintho |
| No. 8, T. S. Perera | No. 1, D. D. M. G. Senanayake |
| | No. 10, T. Jayaweera |

Ceylon Medical College,
Colombo, April 7, 1922.

L. D. PARSONS,
Acting Registrar.

Tender for Gemming Lease.

NOTICE is hereby given that the Assistant Government Agent of Kalutara, will receive sealed tenders for the lease of the right to gem for one year in the under-mentioned Crown land in the District of Kalutara.

2. The tenders, which must be in sealed envelopes superscribed "Tender for Gemming Lease" will be received at the Kalutara Kachcheri, until 1 P.M., on Thursday, April 27, 1922, when they will be opened, and all persons making tenders will be required to be present or to satisfy the Assistant Government Agent by some duly accredited agents that the tender is bona fide.

3. The person whose tender is selected by the Assistant Government Agent for submission to the Governor will be required to deposit the full amount of the tender at once in cash; and should the tender be accepted by His Excellency the Governor, to enter into a lease bond for the fulfilment of the conditions on which the tender is accepted and pay the necessary fees for writing and registering the lease bond.

4. The Assistant Government Agent reserves to himself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

5. The successful tenderer should deposit Rs. 100, as security for filling up pits.

6. Further information can be obtained from the Assistant Government Agent, Kalutara.

Land.

An allotment of land called Maguruwala Waturana at Kekuleliya, in Rayigam korale, in the District of Kalutara; and bounded as follows:—

North by Crown jungle, east by land called Puwakgahadeniya purchased by villagers from Crown, west by Maguruwala Waturana, and on the south by Crown jungle; containing in extent 2 acres.

The Kachcheri, B. G. DE GLANVILLE,
Kalutara, April 6, 1922. Assistant Government Agent.

Hæmorrhagic Septicæmia.

WHEREAS hæmorrhagic septicæmia exists in the village of Udupillegoda, in the Kandaboda pattu of the Matara District: It is hereby proclaimed, under the provisions of section 5 (1) and (2) of Ordinance No. 25 of 1909, that the area, the limits of which are specified below, is an infected area.

Boundaries of Udupillegoda Village.

North.—The village limits of Naiwela, Wepotaira, and Kebiliyapola.

East.—The village limits of Akunadiwela and Lalpe.

South.—The boundary of the Gangaboda pattu.

West.—The village limit of Kongala.

The Kachcheri, J. D. BROWN,
Matara, March 23, 1922. Assistant Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 20, 1922, and published in *Government Gazette* No. 7,250 of March 31, 1922, page 750, Part I., Gonakedeniya village in Dehigampal Korale Egodapota of Three Korales, Kegalla District, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said area, it is now declared to be no longer an infected area from this date.

Kegalla Kachcheri, A. G. RANASINHA,
April 4, 1922. for Assistant Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 27, 1922, and published in *Government Gazette* No. 7,246 of March 3, 1922, page 559, Part I., Mahara village in Three Korales, Kegalla District, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said area, it is now declared to be no longer an infected area from this date.

Kegalla Kachcheri, A. G. RANASINHA,
April 4, 1922. for Assistant Government Agent.

TRADE MARKS NOTICES.

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

- (1) Application No. 2,614.
(2) Date of Receipt: January 19, 1922.

(3) Applicant (Proprietor of the Trade Mark): NESTLÉ & ANGLO-SWISS CONDENSED MILK COMPANY (a Company duly incorporated according to the laws of Switzerland), Cham & Vevey, Switzerland, and St. George's House, Eastcheap, London, E.C., England, and having a place of business established at Nestlé House, Union place, Slave Island, Colombo; Manufacturers and Importers of Condensed Milk, Infant and Invalid foods, Chocolate, Cocoa, Confectionery and Caramels.

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



The essential particulars of the Trade Mark are the name "Milkmaid" and the figure of the girl with the pail, and both with and without the medallions on either side, the whole or any portion to be in any colour desired.

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

M. S. SRESHTA,
Registrar-General.

Not
 In compliance with the provisions of "The Trade Marks Ordinance, 1889," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

(1) Application No. 2,563.

(2) Date of Receipt: November 2, 1921.

(3) Applicant (Proprietor of the Trade Mark): NAINA MAHAMED PAKIR MOHIDEEN MOHAMED SAIBO and NAINA MOHAMED PAKIR MOHIDEEN AHAMED SAIBO, trading under the name, style, and firm of N. M. P. MOHAMED SAIBO & BROTHER, "The Station View Stores," No. 15, Norris road, Pettah, Colombo; Manufacturers of fruit syrup, and Traders in Oilmanstores.

(4) Address for service in the Island, if any: —.

(5) Class: Forty-two.

(6) Goods: Syrups manufactured in Ceylon from the essence of fruits imported from Bangalore, India.

(7) Mark:



The essential particular of the Trade Mark is the distinctive label.

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

M. S. SRESHTA,
Registrar-General.

ROAD COMMITTEE NOTICES.

Duckwari-Cottaganga Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held on Wednesday, April 19, 1922, at Cottaganga bungalow, at 2 P.M.

Business.

1. To elect a member for the Committee in place of Mr. Woods, who has left the district.

2. To consider and report to the Provincial Road Committee with regard to—

(a) The names of the estates (with their acreages) which are interested in, and which use the road.

(b) The sections of the road used by these estates.

(c) The names of the proprietors, resident managers, or superintendents, and of the agents of these estates.

The maintenance estimate for the year ending September 30, 1922, amounts to Rs. 854.25.

Girindi Ella, Rangalla,
March 30, 1922.

E. RUSSELL COX,
Chairman, Local Committee.

Rattota-Gammaduwa Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1922, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate in the district interested in the road, as follows:—

Government moiety .. Rs. 1,600
 Private contributions .. Rs. 4,200

1st to 5th section, 5 miles.

Total acreage, 8,250—Moiety of cost, Rs. 3,000—
 Sectional rate, .3636c.—Total rate, .3636c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Consolidated Estates Company	.. Ellagalla	.. 516	.. 187	66
F. Liesching	.. Dawala	.. 80	.. 29	9

1st to 6th section, 6 miles.

Total acreage, 7,654—Moiety of cost, Rs. 600—
 Sectional rate, .0783c.—Total rate, .4419c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.
Opalgalla Tea and Rubber Estates Co., Ltd.	.. Opalgalla Group	.. 1,544	.. 682	49
A. H. D. Bastian de Silva	.. Kuda-oya	.. 331	.. 146	30

1st to 7th section, 7 miles.

Total acreage, 5,779—Moiety of cost, Rs. 600—
 Sectional rate, .1038c.—Total rate, .5457c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
A. Dahampet and Henry Todd	.. Allwood	.. 102	.. 55 68
Robert de Zoysa	.. Dromoland, Ewhurst, and Park	.. 503	.. 274 56
Heirs of late James Westland	.. Dooroomadella and Mousakanda	.. 1,111	.. 606 44
Do.	.. Forest Hill	.. 121	.. 66 4
Do.	.. Kensington	.. 325	.. 177 40
New Ceylon Plantation Co., Ltd.	.. Gammaduwa, Carton	.. 1,158	.. 632 9
F. R. C. Storey	.. Karagahatenna, Galbodde, Dryburg, and Moncrieff	.. 1,220	.. 665 94
Nambena Estates, Ltd.	.. Nargalla	.. 490	.. 267 47
Heirs of late James Westland	.. Yalam Malai	.. 461	.. 251 63
Nambena Estates, Ltd.	.. Nambena	.. 288	.. 157 21
Total			.. 4,200 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to H. S. Wills, Esq., Chairman of the Local Committee (Opalgalla estate), on or before April 22, 1922.

Provincial Road Committee's Office, C. S. VAUGHAN,
 Kandy, April 3, 1922. Chairman.

Maintenance of the Deniyaya-Hayes Road during 1921-1922.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road during 1921-22, the Provincial Road Committee of the Southern Province, acting under the provisions of "The Branch Roads Ordinance, No. 9 of 1907," will on Monday, May 15, 1922, at 2 P.M., at their office in Galle, proceed to assess the under-mentioned estates to make up the private contributions.

Maintenance of Deniyaya-Hayes road (estimate No. D 194 of 1921-22):—

Government moiety ..	Rs. 4,615.50	
Private contributions ..	Rs. 4,684.73	
Deduct unexpended balance of 1920-1921 ..	Rs. 338.55	
To be recovered ..	Rs. 4,346.18	
1st section, 1 mile.		
Proprietors or Agents. Estates. Acreage.		
D. M. Rajapaksa .. Deniyaya ..	609	
1st and 2nd sections, 2 miles.		
D. K. Dias Appu and others Kekunahena ..	80	
1st to 4th section, 4 miles.		
Handford Estate Company, Limited (Geo. Steuart & Co.) Handford ..	765	
1st to 6th section, 6 miles.		
Edward C. Anderson .. Anningkanda ..	775	
1st to 8th section, 8 miles.		
Lipton, Limited .. Panilkanda ..	852	
1st to 10.1 section, 10.1 miles.		
Haydella Tea and Rubber Co., Limited (Whittall & Co.) .. Hayes ..	1,638½	
Do. .. Gongalla ..	574	
Total Acreage ..	5,293½	

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

Provincial Road Committee's Office, Galle, March 28, 1922. F. BARTLETT, Chairman.

Mallawapitiya-Rambadagalla Branch Road.

NOTICE is hereby given, in terms of "The Branch Roads Ordinance, No. 14 of 1896," section 18, that a meeting of the Local Committee will be held at Kurunegala Resthouse on Saturday, April 22, at 3.30 P.M.

Business.

- To discuss letter No. R 115 of March 1/3, 1922, regarding land acquisition for original construction of the road.
- To elect two Committee Members in place of Messrs. J. Shirley and H. W. Gordon.
- To elect new Chairman in place of Mr. H. W. Gordon.

Marlbe estate, Matale, April 2, 1922. H. W. GORDON, Chairman.

Mallawapitiya-Rambadagalla Branch Road.

NOTICE is hereby given that, in terms of the provisions of "The Branch Roads Ordinance, 1896," a proposal having been made to include the following estates, viz. :—

- Field View estate of 129 acres, owner Mr. J. L. Kotelawala.
- Stratford estate of 42 acres, owner Dr. A. Kalenberg.
- Woodslee estate of 131 acres, owner Mrs. N. D. P. Silva.
- Woodslee estate of 874 acres, owner Mr. N. D. A. Silva Wijeyesingha—among the estates liable for assessment for the above road, the Provincial Road Committee, North-Western Province will, on Saturday, May 6, 1922, at 1 P.M., at the Kurunegala Kachcheri, proceed to re-define the limits of the district to include the aforesaid estates, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

Provincial Road Committee's Office, Kurunegala, March 29, 1922. F. G. TYRRELL, Chairman.

Ellearawa-Pinnawala Branch Road Extension. (Flood Damages.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for clearing earth, boulders, &c., on the 9th mile, Ellearawa-Pinnawala road extension, caused by land slips, and for re-building a length of retaining wall displaced by the slips, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will on Friday, April 21, 1922, at 2 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

ELLEARAWA-PINNAWALA BRANCH ROAD EXTENSION. Estimate No. 81 of February 13, 1922.

		Rs.	
Government moiety ..		1,000	
Private contributions ..		1,035	
Proprietors or Agents. Estates. Acreage.			
The Uplands Tea Co., Limited (Whittall & Co., Agents) ..	Maratenna	} Belangoda Group	2,484
Do. ..	Detanagala		
Do. ..	Cecilton		
Do. ..	Pambagolla		
Do. ..	Pinnawala		
M. Cornelis Perera, Sisira, Panadura ..	Waleboda (cultivated)	256	
S. T. de Silva, Pine Hill Estate, Pelpola, Kalutara ..	Ferndale and Sherwood (cultivated)	70	
Total ..		2,810	

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

Provincial Road Committee, Ratnapura, March 30, 1922. H. L. HOPPER, for Chairman.

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, 1920, to September 30, 1921, at Rs. 17,418.26, 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, on February 28, 1922, confirmed the assessment made by the Local Committee.

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Local Committee, Mr. George Fellowes, Hapugastenna Group, Ratnapura, as early as possible if the same have not been already paid.

MALWALA FERRY-WEWELWATTA FACTORY ESTATE CART ROAD.

Section A.			
Proprietors or Agents. Estates. Acreage. Assessment.			
Landsdowne Rubber Co., Ltd. ..	Lansdowne ..	732 ..	119 55
Messrs. N. D. P. Silva & Co. ..	Silvaland ..	406 ..	66 32
The Consolidated Tea and Lands Co., Ltd. ..	Galboda ..	874 ..	142 73
K. G. Hendrick Appuhamy of Galboda ..	Millakanuwa ..	121 ..	19 70
The Consolidated Tea and Lands Co., Ltd. ..	Hapugastenna	3 864 ..	631 2
Do. ..	Alupolla ..	2,746 ..	448 40
M. G. Gomez ..	Dikmukalana	200 ..	43 88
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo ..	Agarsland ..	469 ..	57 12
		9,412	1,528 72

Section B.			
Proprietors or Agents.	Estates.	Acreage.	Assessment.
Messrs. N. D. P. Silva & Co.	Silvaland	406	185 76
The Consolidated Tea and Lands Co., Ltd.	Galboda	874	399 90
K. G. Hendrick Appuhamy of Galboda	Millakanuwa	121	55 36
The Consolidated Tea and Lands Co., Ltd.	Hapugastenna	3,864	1,767 91
Do.	Alupolla	2,746	1,256 42
M. G. Gomez	Dikmukalana	200	113 5
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland	469	159 58
		8,680	3,937 98
Section C.			
The Consolidated Tea and Lands Co., Ltd.	Galboda	874	147 22
K. G. Hendrick Appuhamy of Galboda	Millakanuwa	121	20 37
The Consolidated Tea and Lands Co., Ltd.	Hapugastenna	3,864	650 89
Do.	Alupolla	2,746	462 58
M. G. Gomez	Dikmukalana	200	39 61
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland	469	58 64
		8,274	1,379 31
Section D.			
The Consolidated Tea and Lands Co., Ltd.	Hapugastenna	3,864	752 66
Do.	Alupolla	2,746	534 90
M. G. Gomez	Dikmukalana	200	40 6
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland	469	67 42
		7,279	1,395 4

Section E.			
Proprietors or Agents.	Estates.	Acreage.	Assessment.
The Consolidated Tea and Lands Co., Ltd.	Hapugastenna	3,864	3,026 65
Do.	Alupolla	2,746	2,150 93
M. G. Gomez	Dikmukalana	200	160 99
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland	469	271 5
		7,279	5,609 62

Section F.			
The Consolidated Tea and Lands Co., Ltd.	Alupolla	2,746	3,097 66
M. G. Gomez	Dikmukalana	200	102 41
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland	469	367 52
		3,415	3,567 59

Abstract of Assessment.

	Rs.	c.
Lansdowne estate	119	55
Silvaland estate	252	8
Galboda estate	689	85
Hapugastenna estate	6,829	13
Alupolla estate	7,950	89
Dikmukalana estate	500	0
Agarsland estate	981	33
Millakanuwa estate	95	43
Total	17,418	26

Provincial Road Committee,
Ratnapura, April 8, 1922.

R. H. BASSETT,
for Chairman.

LOCAL BOARD NOTICES.

Statement of Receipts and Payments of the Sanitary Board towns of the Batticaloa District for the Year 1921.

KALMUNAI.					
Receipts.		Payments.			
Rs.	c.	Rs.	c.		
Taxes	4,146	56	Salaries (Establishment)	1,647	20
Licenses	1,004	0	Commission to division officers and tax collectors	402	78
Fines	74	85	Tin plates for carts	175	0
Rents	1,886	32	Cost of audit	36	0
Miscellaneous	85	38	Sanitation, scavenging, and latrine	1,545	24
Deposit	571	54	Lighting	338	12
			Miscellaneous	498	95
			Roads	1,464	60
			Buildings	286	12
			Improvements to Kalmunai bridge	559	75
			Refund of deposit	508	8
				7,506	84
Balance on January 1, 1921	7,768	65	Balance on December 31, 1921	5,523	91
	5,262	10		13,030	75
Total	13,030	75	Total	13,030	75

KATTANCUDY.					
Receipts.		Payments.			
Rs.	c.	Rs.	c.		
Taxes	5,238	54	Salaries (Establishment)	1,472	31
Licenses	1,358	0	Commission to division officers and tax collectors	514	35
Fines	220	50	Remuneration to assessors	190	28
Miscellaneous	333	9	Tin plates for carts	75	0
Deposit	160	0	Cost of audit	34	49
			Sanitation, scavenging, &c.	2,426	58
			Lighting	401	29
			Miscellaneous	323	89
			Roads	1,479	9
			Buildings	107	60
			Maintenance to Government school	166	67
			Refund of deposit	160	0
				7,351	55
Balance on January 1, 1921	7,360	13	Balance on December 31, 1921	959	10
	950	52		8,310	65
Total	8,310	65	Total	8,310	65

ERAVUR.

Receipts.		Payments.			
Rs.	c.	Rs.	c.		
Taxes	4,199	75	Salaries (Establishment)	891	40
Licenses	977	50	Commission to division officers and tax collectors	417	18
Fines	112	50	Remuneration to assessors	71	4
Miscellaneous	42	38	Tin plates for carts	163	55
Deposit	1,041	0	Cost of audit	24	0
			Sanitation, scavenging &c.	932	3
			Miscellaneous	320	45
			Roads	1,341	24
			Maintenance to Government school	166	67
			Refund of deposit	1,000	0
				5,327	56
Balance on January 1, 1921	6,373	13	Balance on December 31, 1921	2,807	1
	1,761	44		8,134	57
Total	8,134	57	Total	8,134	57

SAMMANTURAI.

Receipts.		Payments.			
Rs.	c.	Rs.	c.		
Taxes	2,336	50	Salaries (Establishment)	647	50
Licenses	261	50	Commission to division officers and tax collectors	288	35
Fines	98	60	Remuneration to assessors	36	51
Miscellaneous	37	90	Tin plates for carts	55	0
Deposit	11	0	Cost of audit	14	50
			Sanitation, scavenging &c.	1,072	88
			Miscellaneous	183	82
			Roads	796	72
			Maintenance to Government school	166	66
				3,261	94
Balance on January 1, 1921	3,245	50	Balance on December 31, 1921	519	96
	536	40		3,781	90
Total	3,781	90	Total	3,781	90

Sanitary Board Office,
Batticaloa, April 5, 1922.

C. V. BRAYNE,
Chairman.

ABSTRACTS OF SEASON REPORTS.

SEASON REPORTS FOR THE MONTH OF FEBRUARY, 1922.

CENTRAL PROVINCE.

KANDY DISTRICT.

Paddy cultivation—Maha: harvesting. Yala: nil.

Dry grain cultivation—Maha: reaping over. Yala: chenas being cleared.

Prospect of other products: satisfactory.

Prices of staple products: rice, Rs. 6 to Rs. 9 per bushel; paddy, Rs. 2·50 to Rs. 3 per bushel; kurakkan, Rs. 2 to Rs. 4 per bushel; coconuts, Rs. 5 to Rs. 10 per 100.

Harvest prospects generally: fair.

Health of inhabitants: satisfactory.

Rainfall: insufficient.

EASTERN PROVINCE.

BATTICALOA DISTRICT.

Paddy: reaping of munmari crops has started and sowing of pinmari on low lying areas is over.

Dry grain and other chenai crops: as ordinary chenai cultivation had to be discouraged in favour of paddy, chenai crops, such as kurakkan, Indian corn, &c., are scarce.

Coconuts: prospects fairly satisfactory. Caterpillar pest is bad in some places, especially in the south.

Price of staple products: paddy, Rs. 2 to Rs. 2·60 per bushel; Indian corn, Re. 1·50 to Rs. 2 per bushel; kurakkan, Re. 1·92 to Rs. 2·40 per bushel.

Rainfall: 1921, 20·12 in.; 1922, 5·52 in.

Health of people: satisfactory. Measles, dysentery, fever, &c., are prevalent in some parts.

Health of cattle: satisfactory.