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Ceylon Government Gazette

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Part I. — General.

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

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SUPPLEMENT:

The INDEX to the Gazette for the Second Half-Year of 1921.

PROCLAMATIONS BY THE GOVERNOR.

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

PROCLAMATION.

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

W. H. MANNING.

WHEREAS by the 5th section of "The Prisons Ordinance, No. 16 of 1877," as amended by section 1 of Ordinance No. 24 of 1890, it is enacted that it shall be lawful for the Governor, with the advice of the Executive Council, to establish any prison for this Island or for any part thereof:

And whereas it is expedient to establish a prison at Kalutara:

Now know Ye that We, the Governor, with the advice of the Executive Council, in exercise of the powers vested in Us as aforesaid, do by this Our Proclamation establish nine lock-ups at the Kalutara Police Station as a prison at Kalutara aforesaid, for the reception of prisoners of every description committed or remanded under the authority of the several courts of the Island for the period of the Kalutara Sessions of the Supreme Court of the Island of Ceylon, which begin on Monday, April 24, 1922.

Given at Nuwara Eliya, in the said Island of Ceylon, this Twentieth day of April, in the year of our Lord One thousand Nine hundred and Twenty-two.

By His Excellency's command,

B. HORSBURGH,
 Acting Colonial Secretary.

GOD SAVE THE KING.

List of
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W. H. MANNING.

KNOW Ye that We, the Governor of Ceylon, by virtue of the powers in Us vested by section 55 of "The Courts Ordinance, No. 1 of 1889," have been pleased to appoint that the District Court, Kalutara, shall be holden at the Town Hall, Kalutara, from April 24, 1922, until such time as the ordinary Court-house ceases to be used by the Supreme Court.

Given at Nuwara Eliya, in the said Island of Ceylon, this Twentieth day of April, in the year of our Lord One thousand Nine hundred and Twenty-two.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 152 of 1922.

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

Mr. W. K. H. CAMPBELL to act as Government Agent, North-Western Province; Fiscal, North-Western Province; Additional District Judge, Kurunegala; Superintendent of the Prison at Kurunegala; Visitor of the Prison at Chilaw; Member of the Board of Health, North-Western Province; and Local Authority under the Petroleum Ordinance for the North-Western Province, from April 13 to 27, 1922, inclusive, or until further orders.

Mr. E. T. MILLINGTON to act as Government Agent, North-Western Province; Fiscal, North-Western Province; Additional District Judge, Kurunegala; Superintendent of the Prison at Kurunegala; Visitor of the Prison at Chilaw; Member of the Board of Health, North-Western Province; and Local Authority under the Petroleum Ordinance for the North-Western Province, from April 28 to May 10, 1922, inclusive, or until further orders.

Mr. S. M. P. VANDERKOEEN to act as Assistant for the Districts of Puttalam and Chilaw to the Government Agent, North-Western Province; Additional Police Magistrate for the Districts of Chilaw and Puttalam; Additional Superintendent of Police, Puttalam; Visitor of the Prison at Chilaw; Local Authority under the Petroleum Ordinance for the Districts of Chilaw and Puttalam; and Assistant Collector of Customs, Kalpitiya, from April 13 to 27, 1922, inclusive, or until further orders.

Mr. H. R. R. BLOOD to the office of Fourth Assistant Colonial Secretary, with effect from April 19, 1922, until further orders.

Mr. S. H. WADIA to be Assistant Controller of Revenue; Additional Custodian of Enemy Property, Ceylon; Additional Controller, Clearing Office (German) Enemy Debts, Ceylon; and Additional Administrator, Clearing Office (Austrian) Enemy Debts, Ceylon, with effect from April 5, 1922, until further orders.

Mr. T. A. HODSON to be Additional Assistant Director of Education, with effect from March 29, 1922, until further orders.

Mr. C. T. PERERA to act as Extra Office Assistant to the Assistant Government Agent, Puttalam, from April 13 to 27, 1922, inclusive, or until further orders.

Mr. J. N. VETHAVANAM to act as District Judge and Additional Commissioner of Requests, Kandy, during the absence of Mr. W. S. DE SARAM, from April 13 to 26, 1922, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Kurunegala; Additional District Judge, Kegalla; and Visitor of the Prison at Kurunegala, from April 28 to May 10, 1922, inclusive, or until further orders.

Mr. M. H. KANTAWALA to be, in addition to his own duties, Additional District Judge, Negombo, from April 24 to 29, 1922.

Mr. CLEMENT P. WIJERATNE to act as Commissioner of Requests and Police Magistrate, Kalutara, during the absence of Mr. H. E. JANSZ, from April 13 to 18, 1922, or until the resumption of duties by that officer.

Mr. A. G. SIRIMANNE to act as Commissioner of Requests and Police Magistrate, Balapitiya, during the absence of Mr. P. J. HUDSON, from April 13 to 18, 1922, or until the resumption of duties by that officer.

Mr. MERVYN JOSEPH to be, in addition to his own duties, Additional Commissioner of Requests, Colombo, for April 12, 1922.

Mr. H. J. L. LEIGH-CLARE to act, in addition to his own duties, as Additional Police Magistrate, Kandy, from April 15 to 17, 1922.

Mr. H. J. M. WICKRAMARATNA to be Additional Police Magistrate, Balapitiya, for April 22, 1922.

Mr. C. R. T. SANGSTER to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Kandy.

Mr. E. C. VILLIERS to be a Justice of the Peace and Unofficial Police Magistrate for the Province of Sabaragamuwa.

Mr. N. A. HAMPTON to be a Justice of the Peace for the North-Western Province.

Dr. HINTON DE SILVA, under section 5(1) of Ordinance No. 13 of 1898, to be an Official Member of the Local Board of Kalutara, in succession to Dr. F. R. ALLES.

Mr. D. G. SAMARATUNGE, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to be an Inquirer for Bintenna pattu, Eastern Province.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, April 20, 1922. Acting Colonial Secretary.

No. 153 of 1922.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments, with effect from April 24, 1922, until such time as the Supreme Court Sessions to be held at Kalutara terminates:—

Mr. B. G. DE GLANVILLE, Assistant Government Agent, Kalutara, to be, in addition to his own duties, Superintendent of the Prison at Kalutara.

Mr. G. MANWARING, Assistant Superintendent of Police, Kalutara, to be, in addition to his own duties, Assistant Superintendent of the Prison at Kalutara.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, April 20, 1922. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint EDWARD HENRY LUCETTE as Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General) of the Trincomalee District of the Eastern Province, with effect from April 10, 1922, *vice* W. G. VALIPURAM, on leave. His office will be at the Kachcheri, Trincomalee.

By His Excellency's command,
Colonial Secretary's Office, B. HORSBURGH,
Colombo, April 12, 1922. 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, Kandy District, has appointed NARANPANAWA WANIGASEKARA MUDIYANSELAGE RAM BANDA to act as Registrar of Births and Deaths, and of Marriages (General) of Pata Dumbara No. 6 division, in the Kandy District of the Central Province, for three days from April 10, 1922, during the absence of the Registrar, R. B. EKANAYAKA, on leave. His office will be at Medapanguwakumbura in Naranpanawa.

The Provincial Registrar, Galle, has appointed BARONCHI DIAS JAYASINHA to act as Registrar of Births and Deaths of Bataduwa division, and of Marriages (General) of Four Gravets of Galle and Akimmana division, in the Galle District of the Southern Province, for fourteen days from April 6, 1922, *vice* Registrar, G. D. W. GOONEWARDENA, deceased. His office will be at Harmanisgewatta *alias* Suriyagahawatta at Bataduwa.

The Assistant Provincial Registrar, Galle, has appointed NANAYAKKARA SIPKADUWE PALLIYA SATTAMBIGE ALLIS SILVA to act as Registrar of Births and Deaths of Ahangama division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for fourteen days from April 6, 1922, *vice* J. A. W. GOONEWARDENA, deceased. His office will be at Galladuwehenawatta *alias* Arachchigewatta in Ahangama.

The Assistant Provincial Registrar, Galle, has appointed BENJAMIN CHARLES UKWATTE LIYANAGE to act as Medical Registrar of Births and Deaths of Ambalangoda town division, in the Galle District of the Southern Province, for fourteen days from April 8, 1922, *vice* S. C. NAVARATNE, transferred. His office will be at the Civil Dispensary at Ambalangoda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON HENDRICK AMARASINGHA to act as Registrar of Births and Deaths of Thihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for thirteen days from April 10, 1922, during the absence of the Registrar, A. DE S. WICKRAMANAYAKA, on leave. His office will be at Inginiyangahawatta in Punchiakurugoda (Thihawa).

The Provincial Registrar, Northern Province, has appointed SITTAMPALAM MURUGESU to act as Registrar of Marriages (General) of Vadamaradchi West division, in the Jaffna District of the Northern Province, for one week from April 4, 1922, during the absence of the Registrar, K. CHINNATTAMPI, on leave. His office will be at Variyat-tanai in Karaveddi West.

The Assistant Provincial Registrar, Jaffna District, has appointed VELAYUTAR NAGALINGAM to act as Registrar of Marriages (General) of Vadamaradchi West division, in the Jaffna District of the Northern Province, for two weeks from April 10, 1922, during the absence of the Registrar, V. KUMARASAMY, on leave. His office will be at Tambavattai in Puloli West.

The Assistant Provincial Registrar, Mullaitivu, has appointed V. CREDITTAMBY to act as Registrar of Births and Deaths of Mulliyavalai division, and of Marriages (General) of Mulliyavalai and Melpattu north division, in the Mullaitivu District of the Northern Province, for thirty days from April 1, 1922, *vice* Registrar, S. VENASITTAMBY, resigned. His office will be at Mulliyavalai.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed EDMUND WALTER DAVID SOMANADER to act as Registrar of Marriages (General) of Mannunai pattu north division, in the Batticaloa District of the Eastern Province, for eight days from April 5, 1922, during the absence of the Registrar, T. SIVASUBRAMANIAM, on leave. His offices will be at the Kachcheri, Batticaloa, and at Josse Lodge, Mudaliar street, Batticaloa.

The Additional Assistant Provincial Registrar, Puttalam District, has appointed BALASURIYA MUDIYANSELAGE BANDA KORALE to act as Registrar of Births and Deaths, and of Marriages (General) of Rajakumarawanni pattu division, in the Puttalam District of the North-Western Province, for twelve days from April 20, 1922, during the absence of the Registrar, A. N. KAPURU BANDA, on leave. His office will be at Koralegedarawatta in Mahakumbuk-kadawala.

Registrar-General's Office,
Colombo, April 12, 1922.

M. S. SRESHTA,
Registrar-General.

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

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KNOW Ye that We, the Governor of Ceylon, by virtue of the powers in Us vested by section 55 of "The Courts Ordinance, No. 1 of 1889," have been pleased to appoint that the District Court, Kalutara, shall be holden at the Town Hall, Kalutara, from April 24, 1922, until such time as the ordinary Court-house ceases to be used by the Supreme Court.

Given at Nuwara Eliya, in the said Island of Ceylon, this Twentieth day of April, in the year of our Lord One thousand Nine hundred and Twenty-two.

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Registrar-General's Office,
Colombo, April 12, 1922.

M. S. SRESHTA,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

"THE STAMP ORDINANCE, 1909."

IT is hereby notified that His Excellency the Governor, with the advice of the Executive Council, has, by virtue of the powers by section 5, sub-section (1) (c), of "The Stamp Ordinance, 1909," on him conferred, authorized the following Joint Stock Company, incorporated under the Joint Stock Companies Ordinances, to compound for the payment of stamp duty on share certificates, specified in Schedule B of "The Stamp Ordinance, 1909," as set forth in section 2 of "The Stamp (Amendment) Ordinance, No. 10 of 1919," on the conditions set out in section 5 aforesaid, sub-sections (1) (c) (ii.), (iii.), and (iv.):

Colonial Secretary's Office,
Colombo, April 12, 1922.

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

COMPANY REFERRED TO.
The Hatton Tea Company, Limited.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the services named in the schedule hereunder for the periods as noted in schedule below.

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

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

4. Tenders should be marked "Tenders for Buildings, Railway Extension Department" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday, on May 9, 1922.

5. The tenders may be for all or any of the buildings named below.

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

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

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

9. The work will be measured monthly, and payment for it will be made during the month following that in which the work has been done.

10. Ten per cent. of the total amount due will be retained by the Engineer as security, this rate per cent. will be reduced to 5 per cent. as soon as the Engineer considers the amount of work done by the contractor sufficient to warrant him to do so, and within 45 days after the completion of the work in all respects to the satisfaction of the Engineer or his representative who may be authorized to superintend the work, the retention money will be paid to the contractor.

11. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the

Chief Construction Engineer. Sanction will not be given for any transfers, including powers of attorney, in favour of persons in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.

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

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, or the whole of it.

14. Plans can be seen in the Office of the Chief Construction Engineer, Colombo, and any further information can be obtained from him and not the undersigned in person.

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

SCHEDULE REFERRED TO.

Date of completion—September 30, 1922.

Service.	Tender	
	Deposit.	Security.
	Rs.	Rs.
A.—Mirigama, Ambepussa, and Alawwa Station Platforms. Drawing D/I. 22, D/I. 58 A, and D/I. 84	50	250*
Date of completion—December 31, 1922.		
B.—Ambepussa Station Building. Drawing D/I. 79	50	1,000
C.—Ambepussa Booking Office. Drawing D/I. 51	50	1,000
D.—Alawwa Station Shelter. Drawing D/I. 88	50	500

* Each platform.

TENDERS are hereby invited for the following supply of teak to the Ceylon Government Railway:—

For Locomotive Department .. Tons.
1,200

Selected Indian first class squares Bangkok or Rangoon teak, averaging 40 to 50 cubic feet, with sides not less than 12 inches and length not less than 15 feet. About 10 per cent. of the logs must be heavy enough to cut sound panels 24 inches wide for carriages. It must be clearly stated on tender whether price quoted is for "Bangkok" or "Rangoon" teak.

2. The teak must be sound in every respect, free from knots, shakes, and bee holes.

3. Firms or persons desiring to tender must do so through their agents in Ceylon.

4. A deposit of Rs. 100 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo Bank, and a receipt produced for the same before any form of tender is issued. Applications for tender forms

must be made at the Office of General Manager, and applicants must satisfy him, or a person delegated by him, that they are in a position to execute the contract in a satisfactory manner, documentary or other evidence being produced for the purpose if called for.

5. 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.

6. Tenders must be in duplicate, and 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 documents must be sealed under one cover, marked "Tender for Supply of Teak to the Ceylon Government Railway," in the left hand top corner of the envelope, and be addressed to the Hon. the Controller of Revenue, Colombo, and must either be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post to reach the Office of the Controller of Revenue not later than midday on Tuesday, June 6, 1922.

7. No tender will be considered unless it is on the recognized form, and in respect of it each and every condition above laid down has been strictly fulfilled. All alterations or erasures should bear the initials of the tenderers.

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

9. Security to the extent of Rs. 5,000 in cash or fixed deposit will be required to be furnished for the due fulfilment of the contract.

10. Should any successful tenderer decline to enter into the contract and bond, or fail to furnish the required security, within 21 days of receiving notice in writing that his tender has been accepted, the deposit of Rs. 100 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 the contract.

11. The contractors shall not assign or transfer the contract, or any interest therein, without the permission of the General Manager of the Railway.

12. The tenderers shall specify their prices in rupees and cents at per ton of 50 cubic feet for delivery over ship's side in Colombo Harbour, free of all freight and charges, and the teak shall be at the risk of the contractors until it is so delivered.

13. The teak is to be delivered in Colombo Harbour in the following approximate quantities, and at the following approximate dates, viz. :—

For Locomotive Department : 400 tons in September, 1922 ; 400 tons in January, 1923 ; 400 tons in May, 1923.

14. If any teak delivered shall be objected to by the Locomotive, Carriage, and Wagon Superintendent or Engineer of Way and Works as not being of the size or quality contracted for as laid down in clauses 1 and 2 of this notice, the General Manager of the Railway shall be at liberty to deduct from the price such sums as he may consider justifiable by reason of such inferior size or quality, or he may reject such teak. Whenever any teak is so rejected, the contractors shall, at their own cost and expense, remove the rejected teak, and pending removal the teak 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 the cost incurred in landing such teak, and the cost so incurred, when certified under the hand of the General Manager, shall be deemed final and conclusive.

15. If the contractors at any time fail to supply the teak at the time and in the quantities specified in clause 13 of this notice, or should any teak be rejected, the General Manager shall be at liberty to purchase elsewhere, at whatever price he may deem fit, such quantity of teak as the contractor may have failed to supply or as may have been rejected, and should the teak so purchased cost more than the contract price, the contractor shall be liable to pay to the General Manager the full amount of the excess cost, together with all expenses attending the purchase and procuring of the same.

16. Should the contractors fail to supply teak in the quantities and at the time agreed upon, or should they supply teak inferior in quality, or should they commit a breach of any of the covenants of the contract, the General Manager shall be at liberty by notice in writing, to forthwith determine the contract, and thereupon the contractors will be liable to pay to the General Manager all costs and expenses incurred by failure to supply teak or by the supplying of teak of inferior size and quality, or by the breach of any other covenants of the contract, and shall in addition be liable to forfeit the sum of Rs. 5,000 deposited by them as security.

17. The General Manager of the Railway may deduct from sums payable to the contractors all sums payable to the Ceylon Government by the contractors under their contract, or such sums may be recovered by action at law.

18. If at any time any question, dispute, or difference shall arise between the General Manager of the Railway and the contractors upon or in relation to or in connection with the contract, either party may forthwith give the other notice in writing of the existence of such question, dispute, or difference, and such question, dispute, or difference shall be referred to arbitration of a person mutually agreed upon. The award of such arbitrator shall be final, conclusive, and binding on both parties.

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

G. P. GREENE,
General Manager.

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

Wrought iron scrap, 160 tons.

The above quantity is approximate.

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

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

4. Tenders should be marked "Tender for the purchase of Old Material" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday, on May 9, 1922.

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

6. A deposit of Rs. 100 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, and should the person whose tender has been accepted decline to make payment and take delivery of the articles in question, or fail to remove them within the time specified by the Harbour Engineer, such deposit shall be forfeited to the Crown. Should, however, he pay the charges due and remove the material in the specified time, the deposit of Rs. 100 will be refunded. The deposits of all other tenderers whose tenders have not been accepted will be refunded to them.

7. Tenderers are requested to inspect the old material before tendering, which can be seen on application at the Office of the Harbour Engineer, and once a tender has been accepted, no excuse whatever as regards the quality, &c., of the material will be accepted.

8. Payment must be made within three days after notification of acceptance of tender, and the material must be removed within one month from date of payment.

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

10. Any tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Offers received containing conditions outside the stipulations 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.

F. BOWES,
Chairman, Colombo Port Commission,
Office of the Colombo Port Commission,
Colombo, April 19, 1922.

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1922, to September 30, 1923, for the use of the Public Works Department, in Central Province South, in the following districts, and delivered at the under-mentioned places, viz. :—

Pussellawa District.

At Public Works Department Yard, Pussellawa.
At Public Works Department Yard, Gampola.

Nuwara Eliya District.

At Public Works Department Yard, Nuwara Eliya.
At Railway Station, Nuwara Eliya.

Dimbulla District.

At Public Works Department Yard, Dimbulla.
At Railway Stations, Nawalapitiya and Talawakele.

Dikoya District.

At Public Works Department Yard, Norwood.
At Railway Station, Hatton.

List of Materials.

Baskets, rattan, Madampe, 19 in. diameter top, 5 in. diameter bottom, 13 in. deep.

Baskets, rattan, saucer-shaped, 18 in. diameter by 6 in. deep, of whole cane each.

Note.—In the case of the baskets, the canes holding the brim to the body of the baskets should be turned down and inserted well into the weaving of the walls of the baskets.

Bricks, 9 in. by 4½ in. by 3 in. per 1,000 (Pussellawa, Dikoya, and Dimbulla districts only.)

Lime, slaked, well burnt, and free from particles of stone, per bushel of 42 lb.

Lime, boiled, best, per bushel, of 85 lb.

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, Central Province South, 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 16, 1922.

4. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent to the Registrar-General's Office, Colombo, by post.

5. Samples of the articles tendered for are to be deposited in sealed packets in the Office of the Provincial Engineer, Central Province South, Nuwara Eliya, not later than 12 noon on May 16, 1922.

Engineer, Central Province South, Nuwara Eliya, not later than 12 noon on May 16, 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 articles adopted in his tender.

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

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 from the Provincial Engineer, Central Province South, Nuwara Eliya, 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, Central Province South, Nuwara Eliya.

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. Contracts may 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 19, 1922. E. W. BARTHOLOMEW, for Director of Public Works.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended April 8, 1922.

Births.—The total births registered in the city of Colombo in the week were 166 (2 Europeans, 12 Burghers, 100 Sinhalese, 20 Tamils, 23 Moors, 8 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1922, viz., 246,273) was 35.1, as against 33.0 in the preceding week, 23.3 in the corresponding week of last year, and 32.8 the weekly average for last year.

Deaths.—The total deaths registered were 162 (5 Burghers, 87 Sinhalese, 31 Tamils, 26 Moors, 6 Malays, and 7 Others). The death-rate per 1,000 per annum was 34.3, as against 28.1 in the previous week, 28.7 in the corresponding week of last year, and 30.5 the weekly average for last year.

Infantile Deaths.—Of the 162 total deaths, 39 were of infants under one year of age, as against 27 in the preceding week, 34 in the corresponding week of the previous year, and 40 the average for last year.

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

Principal Causes of Death.—1. (a) Twenty-nine deaths from *Pneumonia* were registered, 13 in the hospitals (including 5 deaths of non-residents), 4 in St. Paul's, 3 in Kotahena South, 2 each in New Bazaar, Slave Island, and Kollupitiya, and 1 each in Fort, Maradana North, and Wellawatta North, as against 26 in the previous week and 17 the weekly average for last year.

(b) Six deaths from *Influenza* were registered, 2 in New Bazaar, and 1 each in Pettah, San Sebastian, Slave Island, and Wellawatta North, as against 4 in the previous week and 5 the weekly average for last year.

(c) Six deaths from *Bronchitis* were registered, 2 each in St. Paul's and New Bazaar, and 1 each in Kotahena North and Maradana North, as against 3 in the previous week.

2. Sixteen deaths from *Phthisis* were registered, 6 in the hospitals (including 2 deaths of non-residents), 3 each in Kotahena South and Maradana North, 2 in San Sebastian, and 1 each in Kotahena North and Kollupitiya, as against 14 in the previous week and 14 the weekly average for last year.

3. Seven deaths from *Enteric Fever* were registered, 5 in the hospitals (including 3 deaths of non-residents), and 1 each in San Sebastian and Kotahena South, as against 5 in the previous week and 4 the weekly average for last year.

4. Fifteen deaths were registered from *Diarrhoea and Dysentery*, 11 from *Infantile Convulsions*, 5 from *Worms*, 2 each from *Enteritis*, 1 each from *Enteritis*, 45 *etanus*, and 61 from *Other Causes*.

5. Thirty-one cases of *Chickenpox*, 7 of *Measles*, 1 of *Mumps*, and 1 of *Plague* were reported during the week, as against 47, 9, 4, nil, and 1 respectively, of the previous week.

State of the Weather.—The mean temperature of air was 83.8°, against 82.4° in the preceding week and 81.0° in the corresponding week of the previous year. The mean atmospheric pressure was 29.883 in., against 29.882 in. in the preceding week and 29.934 in. in the corresponding week of the previous year. The total rainfall in the week was 0.34 in., against 0.01 in. in the preceding week and 1.53 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, April 11, 1922.

FRED. L. ANTHONISZ,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

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 subdivide lands and estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
 - (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of, and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures or book debts, or without any security at all.
- (18) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, 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 Galkandawatte 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 contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit.

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

[Special Publication.]

The Cannon Safety Match Manufacturing Company, Limited.

NOTICE is hereby given that the Fourth General Meeting of the above Company will be held at the registered office of the Company, No. 54, Keyzer street, Pettah, Colombo, on Tuesday, May 2, 1922, at 4 P.M.

Business.

1. To receive the report of the Directors and accounts for the period ended February 28, 1922.
2. To declare a dividend.
3. To elect Directors.
4. To appoint an Auditor.
5. To transact any other business that may be duly brought before the Meeting.

H. DON CAROLIS & SON,
Colombo April 18, 1922. Agents and Secretaries.

The Foreign Trades, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above-named Company will be held at No. 23, Skinner's road south, Colombo, the registered office of the Company, on Wednesday, May 3, 1922, at 5.15 P.M., when the subjoined resolution which was passed at the Extraordinary General Meeting of the Company held on April 10, 1922, will be submitted for confirmation as a special resolution :—

"That the Company be wound up voluntarily."

Should the above resolution be confirmed a further resolution will be proposed at the same meeting for the appointment of a Liquidator for the purpose of such winding up and fixing his remuneration.

By order of the Board,
WIJEWARDENE & Co.,
Agents and Secretaries.

The Neuchatel Estates, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at Lloyd's buildings, Fort, Colombo, the registered office of the Company, on Thursday, May 4, 1922, at 11.30 in the forenoon, for the purpose of confirming as special resolutions the following resolutions which were duly passed at the Extraordinary General Meeting of the Shareholders of the Company held on April 19, 1922 :—

1. That the following clause in the Articles of Association under the heading "Interpretation" be deleted :—

"Special Resolution and Extraordinary Resolution.—'Special resolution' and 'extraordinary resolution' have the meanings assigned thereto respectively by 'the Ordinance.'"

and in lieu thereof the following be inserted :—

"Special Resolution.—'Special resolution' shall have 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 in person or by proxy or by attorney duly authorized at any meeting of the Company, of which notice specifying an intention to propose such resolution as an extraordinary resolution has been given."

2. That article 8 of the Company's Articles of Association be deleted, and in lieu thereof the following article be inserted :—

"8. Arrangement on Issue of Shares.—The Company in General Meeting may by an extraordinary resolution authorize the Directors to call up the balance capital, and the Directors 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."

3. That article 14 of the Company's Articles of Association be deleted, and in lieu thereof the following article be inserted:—

"14. *Issue.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time, if authorized so to do, by an extraordinary resolution of the Shareholders of the Company in General Meeting, issue any unissued shares, and may add to such shares such amount of premium as they may consider proper. Provided that such unissued shares shall first be 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 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."

4. That article 61 of the Company's Articles of Association be deleted, and in lieu thereof the following article be inserted:—

"61. *Extraordinary General Meeting.*—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 Shareholders holding not less than one-seventh of the issued capital and entitled to vote."

5. That article 63 of the Company's Articles of Association be deleted, and in lieu thereof the following article be inserted:—

"63. *Notice of Resolution.*—Any Shareholder may on giving not less than ninety 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."

6. That article 64 of the Company's Articles of Association be deleted, and in lieu thereof the following article be inserted:—

"64. *Eighty Days' Notice of Meeting to be given.*—Eighty days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholders shall not invalidate the proceedings at any General Meeting."

7. That article 83 of the Company's Articles of Association be deleted, and in lieu thereof the following article be inserted:—

"83. *When Proxy to be Deposited and Power of Attorney to be Registered.*—The instrument appointing a proxy or attorney shall be deposited at the registered office of the Company not less than twenty-four hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote. The instrument appointing an attorney shall, if the person named therein is sufficiently authorized to attend and vote at any meeting or meetings of the Company, be registered in the books of the Company, and the person named therein may attend and vote on behalf of his principal at any meeting or meetings of the Company held after the date of such deposit and prior to the receipt by the Company of notice that such instrument has been revoked."

8. That article 87 of the Company's Articles of Association be deleted, and the following article be inserted in lieu thereof:—

"87. *Number of Directors.*—The number of Directors shall never be less than three nor more than six."

9. That article 88 of the Company's Articles of Association be deleted, and the following article be inserted in lieu thereof:—

"88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Five hundred Rupees (Rs. 1,500), 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 a remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Six thousand Rupees (Rs. 6,000) 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."

10. That the following articles be inserted after article 89 of the Company's Articles of Association, and be numbered 89 (a) and 89 (b) respectively:—

"89. (a) So long as the number of shares in the Company now or hereafter standing in the names of Charles John Cowper Mee-Power, of —, his wife, and children, or any of them, does not amount in all to less than 30,000 shares, the said Charles John Cowper Mee-Power shall be a Director of the Company whenever and so long as he is resident in Ceylon, and whenever and so long as he is a Director of the Company he shall not be subject to the provisions of articles 94, 95, and 102 hereof."

"89. (b) So long as the number of shares in the Company now or hereafter standing in the name of the said Charles John Cowper Mee-Power, his wife, and his children, or any of them, does not amount in all to less than 30,000 shares, the said Charles John Cowper Mee-Power during his life, and after his death Mrs. Margaret Brigit Mee-Power, shall have the right to appoint any Shareholder in the Company to be a Director whenever and so long as the said Charles John Cowper Mee-Power is absent from Ceylon or after his death, as the case may be. Such appointment of a Director as well as any cancellation, withdrawal, alteration, or variation thereof shall be made in writing by the said Charles John Cowper Mee-Power or the said Mrs. Margaret Brigit Mee-Power, as the case may be, and shall be sent by post, under registered cover, addressed to the Company at its registered office for the time being, and may be cancelled, withdrawn, altered, or varied by the said Charles John Cowper Mee-Power or the said Mrs. Margaret Brigit Mee-Power, as the case may be, at his or her absolute discretion, and shall be recorded in the Minute Book of the Company, together with any subsequent cancellation, withdrawal, alteration, or variation thereof. Any Director so appointed shall not be subject to the provisions of articles 94, 95, and 102 hereof. The persons holding the shares in the Company which form part of the shares, on the holding of which the right of appointment of a Director, as in this present article provided, is based, shall not have the right to object to any act, which has received the approval of any Director so appointed under the powers of this present article."

11. That article 94 of the Company's Articles of Association be deleted, and the following article be inserted in lieu thereof:—

"94. *To Retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year, subject and without prejudice to the provisions of articles 89 (a) and 89 (b) hereof, one of the Directors for the time being shall retire from office as provided in clause 95."

12. That article 95 of the Company's Articles of Association be deleted, and the following article be inserted in lieu thereof:—

"95. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, and Fourth Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by

ballot; in every subsequent year; subject and without prejudice to the provisions of articles 89 (a) and 89 (b) hereof, the Directors to retire shall be those who have been longest in office."

13. That the following clause be inserted at the end of article 101 :—

"(f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months."

14. That article 102 of the Company's Articles of Association be deleted, and the following article be inserted in lieu thereof :—

"102. *How Directors removed and Successors appointed.*—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, and 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, subject and without prejudice to the provisions of articles 89 (a) and 89 (b) hereof."

15. That article 107 of the Company's Articles of Association be deleted, and the following article be inserted in lieu thereof :—

"107. The Directors shall have no 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, unless and until the Directors shall first have obtained the sanction of the Shareholders of the Company by an extraordinary resolution, duly passed in General Meeting. Provided, however, that in the case of any block of land not exceeding 20 acres in extent, or being land required for purposes of roads or communications, or for the erection of buildings, or for facilitating transport, being purchased, or taken on lease or in exchange, or otherwise acquired for the Company, the Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire the same for the Company at such price and for such consideration and upon such title, and generally on such terms and conditions as they may think fit, without first obtaining such sanction as aforesaid. The Directors shall also have power to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artizans, labourers, and other servants for such period or periods, and with such remuneration, and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artizans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause."

16. That article 110 of the Company's Articles of Association be deleted, and the following article be inserted in lieu thereof :—

"110. It shall be lawful for the Directors, only if authorized so to do by a special resolution by the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, 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 any duly authorized amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary

for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end."

By order of the Board,

AITKEN, SPENCE & COMPANY,
Colombo, April 21, 1922. Agents and Secretaries.

**Aircraft Manufacturing Company of Ceylon,
Limited (in Liquidation).**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above-named Company will be held at No. 2, Queen street, Fort, Colombo, at 12 noon on Saturday, May 20, 1922, for the following purposes :—

To consider the audited account of the Liquidator, and to pass the following resolution—

"That the affairs of the Company have been fairly wound up."

No. 2, Queen street, E. W. CLIFTON,
Colombo, April 19, 1922. Liquidator.

**The Aerial Transport Company of Ceylon, Limited
(in Liquidation).**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above-named Company will be held at No. 2, Queen street, Fort, Colombo, at 12 noon on Saturday, May 20, 1922, for the following purposes :—

To consider the audited account of the Liquidator, and to pass the following resolution—

"That the affairs of the Company have been fairly wound up."

No. 2, Queen street, E. W. CLIFTON,
Colombo, April 19, 1922. Liquidator.

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 Monday, May 15, 1922, at 4.30 P.M., at the spot.

For further particulars apply to Messrs. Wilson & Kadrigamer.

Canal Row, Fort, R. G. KOELMAN,
Phone No. 733, of JENSEN & Co.,
Tel: "Hammer" Auctioneers and Brokers.

Auction Sale under Mortgage Decree, Case No. 3,649/1921.

fully equipped Fibre Mill and Premises in Nattandiya Town, a few Minutes Walk from the Railway Station.

BY virtue of the commission issued to me under above decree, I shall offer for sale by public auction on Saturday, May 20, 1922, at 3.30 P.M., at the spot, all that one property situated in the village Nattandiya, in Medapalata of Pitigal korale central, in the District of Chilaw, North-Western Province, together with all buildings, bungalows, and the factory, fibre mills, and all other buildings thereon; bounded on the north by temple land, on the east by a portion of Batinigahakumbura belonging to W. A. Punchisingho Appuhamy, late Peace Officer, and another and Pūchi-ela, on the south by land of Sundara Appuhamy and land belonging to the Roman Catholic Church, and on west by land belonging to the Roman Catholic Church burial ground, land of the late J. G. Amerasekera, Mudaliyar, Crown land, Pinkumbura, which is also called land claimed

by natives, and by another divided portion of the land described in title plan No. 72,632 belonging to Baba Singho Vederala; containing in extent, exclusive of the road marked A, 21 acres and 4 perches, according to the plan of survey thereof bearing No. 3,719 dated December 29, 1915, made by G. P. Weeraratna, Licensed Surveyor; and also all that strip of land 2 feet wide, being and forming an extension of the said cart road, belonging to the defendant leading to and forming an appurtenance of the lot marked in the said plan No. 3,719 and being a portion of the said land Millagahawatta, situated at Nathandiya aforesaid; bounded on the north by land of Telle-singe Officer *alias* Ararchhira, on the east by the high road, and on the south by the mosque premises, and on the west by Punchi-ela; containing in extent 1 rood and 25 22/100 perches, together with the full right and liberty of way and passage over the said strip of land 12 feet wide for all purposes connected with the enjoyment of the said land and buildings, and all the estate, right, title, interest, claim, and demand whatsoever of the said obliger in, to, out of, or upon aforesaid several allotments of land and the buildings thereon, and all rights, liberties and privileges, servitudes and appurtenances whatsoever to the said several premises belonging, or appertaining or usually enjoyed therewith, also all and singular the engine, boiler drums, shifters, crushers, steam pump, belting, shafting, and all other gearing, 4 concrete tanks, 1 double balloting press, 2 weighing machines, anvil, bellows, sledge hammers, and all other fittings, machinery, and apparatus now being in or upon, or attached or belonging to, the said mills, factory, buildings, and premises, also all the office and bungalow furniture, iron plough, and all and singular the live and dead stock in and upon the premises and business, and all the plant and stock-in-trade of the business as manufacturer of fibre, and which shall or may from time to time be in or upon the said mill, factory, and premises, or any part thereof, and all the estate, right, title, excluding therefrom lots marked A, B, C, D, E, as per decree in case No. 3,649/1921.

For further particulars apply to Messrs. De Vos & Gratiaen.

Canal Row, Fort.
Phone No. 733.

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

Auction Sale under Mortgage Decree, Case No. 3,649/1921

Three Valuable Jungle and Coconut Lands in Kurunegala District.

BY virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Tuesday, May 23, 1922, at 12 noon, at our rooms, the following property, to wit:—

2. One undivided half part or share of and in all that allotment of land called Keenakelle, situated at Kebellegara village, Yagam pattu korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; bounded on the north and east by Crown land and land described in title plan No. 206,243, and on the west by land claimed by natives and Crown land; containing in extent 41 acres 1 rood and 36 perches according to the title plan thereof No. 226,273 dated June 28, 1905, authenticated by P. D. Warren, Surveyor-General, together with all rights, privileges, servitudes, and appurtenances whatsoever to the said premises appertaining or known, held, occupied, or enjoyed as part and parcel thereof, and all the estate, right, title, interest, claim, and demand whatsoever of me, the said obliger, in, to, upon, or out of the said premises.

At 12.30 P.M., at our Rooms.

3. One undivided half part or share of and in all that and those the estate, plantations, and premises called and known as Welipannagahamulawatta, comprising the following allotments of land, which adjoin each other and form one property, and which from their situation as respects lots U691, T691, Q691, and the remaining north-western portion of each other can be included in one survey, to wit., lot V691 in P. P. 1,595 and the two allotments of land (field) called Kahatagaha-agaradeniya, situated in the village Dunukadeniya, in Katugampola korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; bounded on the north by the road, lot

No. O 691 in P. P. 1,595, and the land (field) claimed by Manikarala, on the east by land claimed by natives, T P. 238,340, and the south-eastern portion of lot V691 in P. P. 1,595, on the south by a road, and on the west by the road leading to Nathandiya to Madampe; containing in extent 53 acres, more or less, with all the buildings thereon and all rights, privileges, servitudes, and appurtenances whatsoever to the said premises appertaining or known, held, occupied, or enjoyed as part and parcel thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever of me, the obliger, in, to, upon, or out of the said premises.

At 1 P.M., at our Rooms.

4. Seven undivided eight parts or shares of the allotment of land called Madangahawatta, situated at Udadeniya, in the Katugampola hatpattu of Katugampola korale, in the District of Kurunegala, North-Western Province; bounded on the north by the Millagaha and the land of Singhappahamy and others, on the east by the field of Banda Appahamy and others, on the south by the Millagaha and Kongaha and the land of the said Bandappuhamy and others, on the west by Bulugaha and the village limits of Havena, containing about 40 acres, reserving, however, in favour of the minor children of Micheliyahamy an extent of 50 coconut trees and the soil thereof appertaining in terms of an amicable settlement arrived at between the said lords and the planters consequent upon failure to fulfil the terms of the planting agreement No. 26 dated November 4, 1907, attested by W. F. Samaratunge, Notary Public.

For further particulars apply to Messrs. De Vos & Gratiaen.

Canal Row, Fort.
Phone No. 733.

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

Auction Sale of a Valuable Coconut Land, with the Buildings, situated in the Village Yakkala, at the 18th Milepost on Kandy Road, in Extent 10 Acres 3 Roods and 3 Perches.

Under Mortgage Decree.

BY virtue of the commission issued to me in case No. 761/1921 of the District Court of Colombo, I shall sell by public auction on Monday, May 15, 1922, at 4 P.M., at the spot—

All that allotment of land, with the plantations and buildings thereon, marked lot F in the figure of survey thereof No. 2,035 dated November 20, 1917, made by H. G. Dias, Licensed Surveyor and Beveller, being a divided portion of Yakkala estate, situated in the village Alutgam Yakkala and Kehelwatugoda, in the Medapattu of Siyane korale, and the village of Gampaha Medagama, in the Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent 10 acres 3 roods and 3 perches.

For further particulars apply to Messrs. De Vos & Gratiaen, Proctors and Notaries, Hulftsdorp, Colombo, or to me:

No. 8, Hulftsdorp street,
Colombo, April 19, 1922. H. D. JOHN PIERIS,
Auctioneer and Broker.

Sale by Auction under Mortgage Decree.

Half Acre Building Block at Kinross Avenue, Bambalapitiya.

UNDER decree in D. C. Colombo, 1,824 of 1920, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell by public auction, at the spot, at 3 P.M., on Saturday, May 13, 1922, all those lots marked 9 and 10 in the plan No. 335 dated November 6, 1918, made by C. M. Vanderstraaten, Surveyor, which said lots together contain in extent 1 rood and 37.20 perches and are a portion of all that allotment of land called Juanawatta, now known as Kinross, bearing assessment No. 45, situated at Bambalapitiya South in Colombo.

Further particulars from—

93, Dam street,
April 19, 1922.

C. E. KARUNARATNA,
Auctioneer.

Sale of Shares under Mortgage Decree in Case No. 3,158/1921, D. C., Colombo.

NOTICE is hereby given that under the commission issued in the above action, Reginald John, Auctioneer and partner in the firm of Messrs. E. John & Co., Brokers, Colombo, will put up for sale by public auction at the office of Messrs. E. John & Co., National Mutual Buildings, Chatham street, Fort, Colombo, at 3 P.M. on Monday, May 1, 1922, all those One thousand Eight hundred (1,800) fully paid up shares of Fifty rupees (Rs. 50) each, in the Kegalla Rubber and Tea Co. of Ceylon, Ltd., bearing Nos. 951 to 2,750 inclusive, standing in the name of the defendant in the above action in the books of the said Company, mortgaged with the plaintiff in the above action by bond dated December 20, 1916, and decreed to be sold under the decree dated February 3, 1922, entered in the said action, for the recovery of the sum of Rs. 46,200, with interest on Rs. 45,000 at 8 per cent. per annum from November 1, 1921, till date of decree and thereafter on the aggregate amount of the decree at 9 per cent. per annum, till payment in full, and costs Rs. 1,054.62 with poundage.

For further particulars apply to Messrs. E. John & Co., Brokers, Colombo.

REGINALD JOHN,
Auctioneer.

Colombo, April 19, 1922.

Auction Sale of Furniture and Fittings.

SHALL sell by public auction on Monday, April 24, 1922, at the respective spots, the following movable property belonging to Don Bastian, insolvent in case No. 3,085, District Court, Colombo:—

1. At 10 a.m., at the Railway Co-operative Stores.—3 counters, 1 almirah, 2 racks, 2 plank partitions, 1 curry-stuff rack, 1 writing table.
2. At 12 noon at the insolvent's house in premises No. 82, Arab lane, Maradana. The household furniture of the insolvent.
3. At 2 p.m., at No. 113, Campbell place, Maradana.—The furniture and fittings lying therein.

A. C. KOELMEYER,
Provisional Assignee,
Auctioneer and Broker.

April 19, 1922.

Auction Sale of Two Valuable and Useful Building Blocks under Mortgage Decree.

in 20th Lane, Bambalapitiya, towards the Seaside, in extent 2 Rods and in Cotta Road, Borella, adjoining Railway Station and facing High Road, in extent 1 Rod 29 94/100 Perches.

In the District Court of Colombo.

Sawanna Rawanna Manu Moona Ramen Chetty.. Plaintiff.
Moona Ramen Chetty of Sea street,
Colombo..... Substituted-Plaintiff.

No. 53,393 C. Vs.

Philip de Silva Thanapathy of Wellawatta.... Defendant.

And
P. H. de Kretser, Secretary, District Court,
Colombo..... Substituted-Defendant.

BY virtue of the commission issued to me in case No. 53,393, District Court, Colombo, I shall sell by public auction on Saturday, May 13, 1922, for the recovery of the amount stated in the decree, the following property declared specially bound and executable under the said decree, viz:—

At 9 A.M. at the Spot (adjoining Cotta Road Railway Station).

All that divided $\frac{1}{2}$ portion of land towards Cotta, with the plantations and trees thereon, formerly bearing Assessment No. 18/3,024 and presently No. 18/3,026, situated at Cotta road, in Welikada, within the Municipality and the District of Colombo, Western Province; and bounded on the north-east by land purchased by Mr. H. D. Gabriel, on the south-east by land described in T. P. 85,977, on the south-west by Cotta road, and on the north-west by the other parts of T. P. Nos. 85,004 and 84,978; containing in extent 37 $\frac{63}{100}$ perches as per figure of survey thereof dated October 7, 1911, and made by C.H. Frida, registered A 109/236, Licensed Surveyor, and which, according to figure of survey No. 3,809 dated June 12, 1916, made by Geo. P. Weeraratne, Licensed Surveyor, contains in extent 1 rood and 29 $\frac{94}{100}$ perches, exclusive of the Railway, which said premises

being the divided $\frac{1}{2}$ portion of land towards Cotta as aforesaid; of and from all those following allotments of land adjoining each other and forming one property, to wit:—

- (1) An allotment of land situated at Welikada, formerly in Palle pattu of Salpiti korale, now within the Municipality of Colombo as aforesaid; and bounded on the north-east by land described in plan No. 84,989, on the east by land described in plan No. 84,977, on the south-west by reservation along the road, and on the west by reservation for a road; containing in extent 3 rods as per Crown grant No. A 18,392 dated September 11, 1874, and granted under the hand of Sir William Gregory, and registered in M 20/91.
- (2) An allotment of land situated at Welikada aforesaid; and bounded on the north-east by land purchased by Mr. H. D. Gabriel, on the east by land described in plan No. 84,978, on the south-west by land described in plan No. 84,978 and by reservation along the road, and on the west by land described in plan No. 85,004; containing in extent 2 rods and 25 perches as per Crown grant No. A 12,789, granted under the hand of Sir William Gregory, and registered in M 17/314; and
- (3) An allotment of land situated at Welikada aforesaid; and bounded on the west and north by land described in plan No. 84,977; on the east by land described in plan No. 84,979, and on the south by reservation along the road; containing in extent 1 rood and 3 perches as per deed No. 7,348 dated April 18, 1873, attested by S. M. Paulis Perera Seneviratne Gunatilaka, late of Colombo, Notary Public, and registered in M 16/295.

At 2 P.M. at the Spot (20th Lane, Bambalapitiya).

All that divided and defined portion of land called Juandawatta, situated at Wellawatta, within the Municipality and District of Colombo, Western Province, being the portion marked lot B in plan dated August 1, 1912, and made by C. O. Vandort, Licensed Surveyor; and bounded on the north by a road 12 feet wide, on the east by the portion marked C, on the south by property of the late Mrs. S. R. Obeyesekere, and on the west by the portion marked D, road reservation 12 feet wide; containing in extent 2 rods according to the aforesaid plan.

For title deeds and further particulars please apply to C. T. Kandaiya Esq., Proctor, Supreme Court, and Notary Public, or to—

No. 58, Belmont Street, A. C. KOELMEYER,
Hulftsdorp, April 19, 1922. Auctioneer and Broker.

Auction Sale under Mortgage Decree.

A Valuable Property situated at Hunupitiya, Colombo. UNDER decree in case No. 4,561/1922, D. C., Colombo, and by virtue of the commission issued to me thereunder, for the recovery of the amount therein stated, I shall sell by public auction on Monday, May 15, 1922, at 2 P.M. at the spot—

All that undivided $\frac{1}{2}$ share of the garden called Nugagahawatta bearing assessment No. 3 marked "B" with the buildings standing thereon, situated at Hunupitiya within the Municipality and the District of Colombo, Western Province; and bounded on the north by the property of Henry Fernando and Arthur Draper, and on the east by the Hunupitiya road, and on the south by the property of W. J. de Mel and D. G. Cornelis Appuhamy, and on the west by the other part of the same land marked "A"; containing in extent 24 $\frac{87}{100}$ square perches.

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

18, Norris road, A. REGINALD FERNANDEZ,
Colombo, April 12, 1922. Auctioneer and Broker.

Auction Sale.

In the District Court of Kalutara. Kalupearum Chittes de Silva Widyaratne of Welapura Kalutara..... Plaintiff.
No. 9,808. Vs.

Amugodaganithage Marthina and 29 others, all of Palatota in Welapura Kalutara..... Defendants.

UNDER and by virtue of the Commission issued to me in the above case, I shall, by public auction, sell on Saturday, May 20, 1922, at 2 P.M., at the spot—

All that allotment of land called Pelawattepaulakumbura, situated at Palatota in Welapura Kalutara, containing in extent 2 acres 1 rood and 9 perches, more particularly

described in the figure of survey No. 774 dated March 17, 1921, made by Mr. L. L. de Souza, Licensed Surveyor, Kalutara, filed in the above case.

For further particulars apply to Messrs. Fernando & De Silva, Proctors, Supreme Court, and Notaries, Kalutara, or to the undersigned.

LEANDER L. DE SOUZAR,
Licensed Surveyor, Commissioner, and Auctioneer.

Auction Sale of Valuable Houses in Trincomalee Street, Matale.

UNDER mortgage decree in D.C. Kandy, case No. 29,779, entered in favour of the plaintiff Cartias Ariyanayagan, Proctor, Matale, against the defendants Mohamad Meera Kibbe of No. 29, Second Cross street, Pettah, Colombo, and Zainal Abdeen of No. 524, Trincomalee street, Matale, I shall sell by public auction, at the spot, at 2 P.M. on Saturday, May 20, 1922, the following properties, to wit:—

1. All that divided $\frac{1}{2}$ share of a portion of land being $\frac{1}{2}$ share of one chundu kurakkan sowing extent, together with the tiled house, bearing assessment No. 583, situate at Trincomalee street, Matale.

2. All that portion of land, together with the tiled house, bearing assessment No. 584 of one chundu kurakkan sowing extent, situate at Trincomalee street, Matale.

3. All that divided $\frac{1}{2}$ share of a portion of land being $\frac{1}{2}$ share of one chundu kurakkan sowing extent, together with the tiled house, bearing assessment No. 585, situate at Trincomalee street, Matale.

For further particulars apply to F. P. Senaratne, Esq., Proctor, Kandy, or to me:

A. R. WICKREMESAKERE,
No. 9, Malabar street, Kandy. Auctioneer.

Auction Sale.

In the District Court of Galle.

UNDER instruction received from partition case No. 17,431, D.C. Galle, I shall sell by public auction on Saturday, May 27, 1922, commencing at 1 P.M., at the spot, the following property, in terms of the Partition Ordinance No. 10 of 1863:—

All that allotment of land called Mawatabodawatta alias Galketiawatta, situated at Patabendimulla in Ambalangoda, together with the plantations, buildings, and everything thereon, and bounded on the north by Petangahawatta alias Talgahawatta, on the east by Ginigewatta alias Dunwatta, on the south by Ambagahawatta alias Pelawatta, and on the west by high road; containing in extent 1 rood and $\frac{25}{100}$ of a perch, more fully described in plan of survey No. 484 made by Mr. S. Warusavitana, Surveyor. The property will be first put up for sale among the co-owners at the appraised value thereof, and if any one of them fails to buy the same, I shall immediately put up for sale among the public.

For further particulars please apply to J. P. S. de Silva, Esq., Proctor, Supreme Court, and Notary Public, or to me:

H. R. M. JAYASEKERA,
Galle, April 7, 1922. Commissioner.

Public Auction.

BY virtue of the commission, under mortgage decree in case No. 18,452 of the District Court of Galle, for recovery of the sum of Rs. 2,198.93, with interest thereon at 9 per cent. per annum from March 17, 1921, till payment in full and costs of suit, issued to me, I shall sell by public auction on Friday, May 12, 1922, commencing at 2 P.M., at the spot, the following property, to wit:—

The entire soil of and all the trees, buildings, &c. standing on the land called Nugegodamanana; containing in extent 6 acres 1 rood and 30 perches, situated at Egala in Bentota-Walallawiti korale; bounded on the north by the land appearing in plan No. 112,133, east by the land appearing in plan No. 112,133 and Nugegodagodella belonging to the Crown, south by the land reserved along the road and the field Nugegodakumbura claimed by D. Singappu, west by Nugegodakumbura claimed by D. Singappu, Nugegodadeniya and Nugegodakumbura belonging to the Crown, and the lands appearing in plans Nos. 156,809 and 156,808.

For further particulars please apply to W. Edward de Silva, Esq., Proctor, Supreme Court, of Balapitiya, or to me, the undersigned.

K. P. HENRY DE SILVA,
Galle, April 18, 1922. Licensed Auctioneer.

Public Auction.

BY virtue of the commission, under mortgage decree in case No. 15,511 of the District Court of Galle, for recovery of the sum of Rs. 1,500, with interest thereon at 9 per cent. per annum from December 2, 1920, till payment in full and costs of suit, issued to me, I shall sell by public auction on Saturday, May 13, 1922, at 2.30 P.M., at the spot, the following property, to wit:—

An undivided $\frac{1}{2}$ part of soil and all the trees standing on the land called Dickgodakele, in extent 14 acres and 1 rood, situated at Kosgoda in Bentota-Walallawiti korale, and appearing in plan No. 183,950; and bounded on the north by the land appearing in plan No. 183,942, east by the lands appearing in plans Nos. 183,942, 183,939, 85,235, and 87,482, south by the lands appearing in plans Nos. 11,087, 87,481, and lot No. 5,353 in preliminary plan No. 678 and footpath, and on the west by road reservation.

For further particulars please apply to W. Edward de Silva, Esq., Proctor, Supreme Court, of Balapitiya, or to me, the undersigned.

K. P. HENRY DE SILVA,
Galle, April 18, 1922. Licensed Auctioneer.

Public Auction.

BY virtue of the commission issued to me under partition decree in case No. 17,420 of the District Court of Galle, I shall sell by public auction, in terms of Ordinance No. 10 of 1863, on Saturday, June 3, 1922, commencing at 2 P.M., the following property, at the spots, in four blocks, as indicated in preliminary plan No. 868 made by Mr. G. F. Hepponstall, Surveyor, filed of record, to wit:—

The land called Paragahaowita, of lots A, B, C, and D, situated at Patabendimulla, in Ambalangoda of Galle District; and bounded on the north by Delgahawatta and Adderawatta, east by Ginige Ettannekumbura, south by Uswattakarittakandekumbura, west by Gorakagahawatta and Nilangewatta; containing in extent 3 roods and 10 perches. First among the co-owners, commencing from the appraised value, and, if not purchased by them, then among the public.

For further particulars please apply to W. Edward de Silva, Esq., Proctor, Supreme Court, of Balapitiya, or to me, the undersigned.

K. P. HENRY DE SILVA,
Galle, April 18, 1922. Licensed Auctioneer.

Auction Sale.

In the District Court of Galle.

Vana Eha Leyna Sona Letchiman Chetty of Sea street, Colombo, now in India Plaintiff.
No. 18,454. Vs.

Nanayakkara Wassan Karujjawattege Premawathi Nona of Pereliya, administratrix of the estate of Gallege Juwan de Silva alias Wimalatunga, deceased Defendant.

UNDER and by virtue of a commission issued to me in the above case to recover the sum of Rs. 7,734.37, with interest thereon at 9 per cent. per annum from April 8, 1921, and costs of suit, I shall sell by public auction on the following days, at the respective spots:—

On Friday, May 5, 1922, at 9 A.M., at the Spot.

I. An undivided 15 acres 1 rood and 27 perches in extent, with all the cinnamon and other plantations and the buildings thereon of all that allotment of land called Eluwila-addarakele and Wagodadeniya, situated at Metiwala in Wellaboda pattu, of Galle.

On Friday aforesaid, at 11 A.M., at the Spot.

2. An undivided $\frac{1}{2}$ of 1/12 part or share from and out of all that land called Malapalapeddapitiyewatta, situated at Pereliya in the Wellaboda pattu of Galle, and containing in extent 4 acres 3 roods and 34 perches, excluding therefrom the planter's shares of the 3rd and 4th plantations and the row of rooms towards the north.

3. An undivided 1/24 part or share from and out of all that land called Malapalapeddapitiyewatta, situated at Pereliya aforesaid, and containing in extent 4 acres 3 roods and 24 perches.

On Friday aforesaid, at 1 P.M., at the Spot.

4. An undivided $\frac{1}{2}$ part or share and of the cinnamon plantation thereof from and out of the land called Nongalabedda, situated at Totagamuwa, in the Wellaboda pattu aforesaid, and containing in extent 2 acres 3 roods.

5. An undivided $\frac{1}{2}$ part or share from and out of the land called Nongalabedda, situated at Totagamuwa, aforesaid, and containing in extent 1 rood and 16 perches.

On Friday aforesaid, at 4.30 P.M., at the Spot.

6. All that land called Kalapuwaturawa, situated at Ganegama in Gangaboda pattu of Galle, and containing in extent 7 acres 3 roods and 35 perches (or 128 kurunies paddy sowing extent).

For further particulars please apply to D. Amarasuriya, Esq., Proctor, Supreme Court, and Notary Public, Galle, or to—

Seewalee Industrial School, D. G. RATNAPALA,
Unawatuna, Galle, April 9, 1922. Auctioneer.

Auction Sale.

In the District Court of Galle.

Karendeni Fernando, Sardian Fernando and Wickramasinghe Senanayake, both of Dagedara Plaintiffs.

No. 18,982. Vs.

Abdul Rahiman Abdul Hamid of Dagedara.. Defendant.

UNDER and by virtue of a commission issued to me in the above case for the recovery of the sum of Rs. 2,913.32, with interest thereon, at 9 per cent. annuum from November 24, 1921, and cost of suit, I will sell by public auction, at the spot, at 4 P.M. on Saturday, May 13, 1922—

All the soil and trees of the defined portion marked lot No. C of the garden called Dampittaniyawatta together with the stone-walled white washed and tiled house and everything else standing thereon, situated at Dagedara, within the Four Gravets of Galle; and bounded north-west by lot marked B of the same land, south-west by high road to Hirimbure, south-east by lot marked L D of the same land and east by a portion of the same land; containing in extent 35/35 perches.

Wellawatta, J. H. D. ABEYAGOONAWARDANA,
Galle, April 10, 1922. Licensed Auctioneer.

Auction Sale of Lands at Vannarponnai East and Chiviatheru, in the District of Jaffna.

UNDER decree in Case No. 16,204, District Court, Jaffna, entered in favour of the plaintiff Achchikuddy, widow of Kathiravelu Arumugam of Vannarponnai East, against the defendant (1) Velayuthar Sanmugam of Nallur and others, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned land by public auction on Monday, May 8, 1922, commencing at 4 P.M., at the respective spots:—

1. All those parcels of land situated at Vannarponnai East called Koddaiyady, in extent 2 lachams varagu culture, and ditto, in extent 3 lachams varagu culture, aggregating to a total extent of 5 lachams varagu culture, with shed, well, and cultivated spontaneous plantations; and bounded on the east by the properties of Kumaraswamy Chettiar Arumugam Chettiar, north by the property of Murugesar Ramanathy, west by lane, and south by bye-lane.

2. All that piece of land situated at Chiviatheru called Chemmaiyan Chanar, in extent 20 lachams p. c.; and

bounded on the east by the village limit of Kopay South and the property of Paramaswamy Amapalavanar, north by the village limit of Kopay South and the property of P. Ambalavanar and Sinnammah, wife of Saravananmuttu, west by the property of Kamadchippillai, wife of Ponniah, and south by tank (kulam).

S. TORAIYAPPA,
Commissioner.

Auction Sale.

In the District Court of Jaffna.

Eliza Sinnattanam, widow of William Mather of Manipai Petitioner.

No. 16,048. Vs.

Valu Susai of Karaiyur, Jaffna..... Defendant.

UNDER and by virtue of a commission issued to me, in terms of the decree entered in this case in favour of the plaintiff against the defendant, I shall put up for sale by public auction at the respective spots, beginning at about 4.30 P.M. on Thursday, May 18, 1922, the following pieces of lands decreed to be sold:—

1. Land situated at Karaiyur, Jaffna, called Puthupulam, in extent 21 lachams varagu culture and 15 kulies, with well, cultivated and spontaneous plantations; bounded on the east by front of a lane and by the property of Cecilia-pillai, wife of Yakkapillai, and others, on the north by the property of Kartikesu Mariampillai Chellappah and shareholders, and the property belonging to the Crown, on the west by the property belonging to the Church of the Lady of Refuge and Nagammah, daughter of Chinnattamby, and on the south by the property of Nagammah, daughter of Chinnattamby, Manuel Saverimuttu, and the minor children of Elizabeth Alagammah, wife of Bastianpillai.

2. Land situated at Karaiyur, Jaffna, called Thanda Vatharai, in extent 4 lachams varagu culture and 2 $\frac{4}{16}$ kulies. Of this, excluding the portion that was sold, the remaining extent of 17 $\frac{9}{16}$ kulies, with house, well, and cultivated plantations; is bounded on the east and south by by-lane, on the north by the property of Mary, wife of Tambimuttu, and shareholders, and on the west by the property of Valu Susai. The whole of this, excluding the share of the said well belonging to other shareholders, together with the right of way and water-course.

Jaffna, April 18, 1922. S. TORAIYAPPA, Commissioner.

Auction Sale.

In the District Court of Chilaw.

Moona Moona, Plaintiff, vs. Munnesserai Plaintiff.

Vs.

(1) Kiriyaarayalage Pinage Kalua Duraya of Pulian-kara, (2) Rankapedige Tikka Veda of Karavita-agara Defendants.

UNDER and by virtue of the commission issued to us in case No. 6,132, D. C., Chilaw, we shall sell by public auction on Thursday, April 27, 1922, at 3 P.M., at the spot, the following property, viz.:—

The undivided 22/36 shares of the land called Kahatagahana and all things appertaining thereto, situate at Kalugama, in Yagampattu korale of Katugampola pattu, in Kurunegala District, containing in extent about 40 acres, with all theright, title, interest, and claims whatsoever of the defendants.

Chilaw, April 3, 1922. T. M. CARRIM, for the Chilaw Agency.

Cancellation of Power of Attorney.

NOTICE is hereby given that the power of attorney granted by me to Mr. Don Hendrick Jayawardene under deed No. 83 dated July 6, 1921, and attested by Arthur Fernando, Esq., of Colombo. Notary Public, has been cancelled and revoked as from December 13, 1921.

Don Theodoris & Co., Fort, Colombo, April 7, 1922. ANAGI WEERASIRI.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages having been left in No. 15 Warehouse beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on Tuesday, May 16, 1922. Goods must be cleared on or before Friday, May 19, 1922:—

Serial No.	Vessel.	Date of Landing.	Marks.	Number and Description of Packages.
37	ss. Warwickshire	December 24, 1921	Walker	1 bar steel
27	(Salved goods)	—	—	1 pipe iron (said to contain inflammable gas)
40	ss. Vondel	October 14, 1921	S G G	1 case toys
58	(Unknown)	—	Nil	1 case
17	ss. Streefkerk	December 20, 1921	II. white	21 bars steel
20	ss. Ganges Maru	December 22, 1921	F. S. B.	1 case merchandise
21	ss. Sicilia	December 20, 1921	B. P. Beck	1 case provisions
25	ss. Pundit	January 3, 1922	G K upon 007 in a diamond	1 package sugar
			H. Coml. Coy.	1 do.
			Chas. Goodman	1 do.
			N. M. V. O.	1 do.
			H C C C in a square	1 do.
29	ss. City of Lahore	December 14, 1921	A B C in a diamond	1 case locks
30	ss. Pasha	January 3, 1922	Add	1 parcel sugar
34	ss. Clan Mackay	January 2, 1922	W. A. Badulla	1 barrel salted herrings
			Nil	7 firebricks in 14 pieces
41	ss. Trantenfels	January 27, 1922	W. & B.	40 barrels cement (loose)
46	ss. Lancashire	December 15, 1921	C in a triangle	1 case padlocks
63	ss. Herefordshire	February 11, 1922	Nil	1 bag rice (loose)
64	ss. Waroonga	January 23, 1922	R. W.	1 parcel sugar
66	ss. Herefordshire	January 20, 1922	P H upon D. R. & Co.	1 do.
			0106 in a diamond and L M L U outside	1 case rubber teats
70	ss. Purnea	February 2, 1922	O. S. M.	1 bag tamarind
71	ss. Java Maru	February 7, 1922	C in a triangle and B L B & C outside	3 acetic acid
				1 case ghee
75	Do.	February 8, 1922	Nil	1 bundle tea shooks
76	ss. Fukkai Maru	November 3, 1921	B M C or nil	6 cases ghee
83	ss. Mantala	February 4, 1922	S. C. F. & Co.	1 drum linseed oil
92	ss. Trantenfels	January 24, 1922	Various	9 coils iron
				3 bars iron
98 ^d	ss. Sumatra Maru	July 15, 1921	F S C upon 9 in a diamond	1 bale gunnies
3	ss. Creole State	February 8, 1922	Nil	4 bags dhall
				4 bags poonac
4	ss. Oxfordshire	March 8, 1922	Nil	17 bags rice sweepings
18	ss. Chybassa	March 14, 1922	Nil	4 bags oats
			Nil	3 bags chillies
			Nil	1 bag fish manure

H. M. Customs,
Colombo, April 13, 1922.

E. A. VANDER STRAATEN,
for Principal Collector.

Calculation of Pound Sterling.

IT is hereby notified that for Customs purposes the pound sterling will be calculated at the rate of 1s. 3d. to the rupee, with effect from the 25th instant, until further orders.

H. M. Customs,
Colombo, April 20, 1922.

H. A. BURDEN,
for Principal Collector.

Statement showing the Importations of Rice into the several Ports of Ceylon for the Week ended April 8, 1922.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Rangoon	199,105
Do.	Tuticorin	431
Do.	Dhanushkodi	20,496
Point Pedro	Akyab	100
Jaffna	Negapatam	886
Talaimannar	Dhanushkodi	1,005
Kankasanturai	Rangoon	4,005
Galle	do.	15,540

(3,625 bags of rice were shipped during the week.)

H. M. Customs,
Colombo, April 11, 1922.

A. N. STRONG,
for Principal Collector.

Statement showing the Importations of Rice into the several Ports of Ceylon for the Week ended April 15, 1922.

Ceylon Port.	Port of Origin.	Number of Bags.
Colombo	Bombay	405
Do.	Calcutta	1,315
Do.	Karikal	2,694
Do.	Rangoon	48,133
Do.	Singapore	1,515
Do.	Tirumalavasal	1,216
Do.	Tuticorin	501
Do.	Dhanushkodi	9,150
Galle	Negapatam	1,385
Jaffna	do.	2,851
Kayts	Akyab	650
Valvettiturai	do.	45

(1,746 bags of rice were shipped during the week.)

H. M. Customs,
Colombo, April 18, 1922.

R. O. DE SARAM,
for Principal Collector.

Supplementary Statement showing the Importations of Rice into the Ports of Ceylon during the Week ended April 15, 1922.

Ceylon Port.	Port of Origin.	Number of Bags.
Kankasanturai	Negapatam	1,320
Point Pedro	Akyab	79

H. M. Customs,
Colombo, April 20, 1922.

R. O. DE SARAM,
for Principal Collector.

Ng/Katana Vernacular Mixed School.

NOTICE is hereby given that Katana Vernacular Mixed School, situated in Negombo District of the Western Province, under the management of the Rev. W. O. Beven, Negombo, has been registered as a grant-in-aid school from this date.

Education Office,
Colombo, April 8, 1922.

L. MACRAE,
Director of Education.

C/Maduluwawa Buddhist Vernacular Mixed School.

NOTICE is hereby given that an application has been received from the General Manager, Buddhist Schools, Colombo, for the removal of his Maduluwawa Vernacular Mixed School, which is situated in Colombo District of the Western Province to a new site at Gorakgahawatta and Kahatagahawatta, about 233 yards north of the present site.

Observations will be received not later than May 15, 1922.

Education Office,
Colombo, April 11, 1922.

L. MACRAE,
Director of Education.

Courses for Teachers for English Schools.

PARAGRAPHS marked A and B of the notice published in *Government Gazette* No. 7,249 of March 23, 1922, are hereby cancelled, and the following should be substituted for them:—

A.—Studentships of Rs. 40 per mensem tenable for three years from October 1, 1922, for courses of training for Secondary School Teachers. These studentships will be open to candidates who have passed the London Intermediate Examination in Arts or Science. Two years will be devoted to a course at the University College leading to the final examination for a degree and one year to a post-graduate course of professional training.

B.—Studentships of Rs. 25 per mensem tenable for two years from October 1, 1922, for courses of training for Elementary and Infant School Teachers. Candidates (except registered pupil teachers who have passed their second year's examination) must have passed at least the Cambridge Senior Certificate Examination.

Education office,
Colombo, April 11, 1922.

L. MACRAE,
Director of Education.

Closure of Area for Application Surveys in Western Province.

NOTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land will in future be undertaken in the Western Province in rotation according to areas.

2. The Province is divided into—

- Area No. 1, which includes Negombo District.
- Area No. 2, which includes Colombo District.
- Area No. 3, which includes Kalutara District.

3. Areas Nos. 1 and 2 will be closed on July 1, 1922, and no applications received within these areas after that date will be forwarded to the Surveyor-General for survey until these areas are again re-opened. This, however, will not preclude applicants from submitting to me for registration, applications for land within these areas with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 3. Applications for the purchase or lease of Crown land in this area should be forwarded to me as early as possible.

5. The date of closure of No. 3 area will be shortly published, and will represent the date of completion of all work in areas Nos. 1 and 2.

April 12, 1922.

C. J. DANE LANKTREE,
for Government Agent.

“The Insect Pest and Quarantine Ordinance, No. 5 of 1901.”
Declaration under Clause 3 of Regulations dated December 7, 1916, and published in the “Government Gazette” No. 6,839.

WHEREAS Shot-hole Borer (*Xyleborus formicatus*, Eich.) is present on the following plantations, that is to say:—

(Tea Estates.)

CENTRAL PROVINCE.*Dimbula District.*

Faithlie estate, Kotagala.

PROVINCE OF SABARAGAMUWA.*Kelani Valley District.*

Malibodde estate, Kuruwita.

Rakwana District.

Aberfoyle estate, Rakwana.
Allerton estate, Rakwana.
Allington estate, Rakwana.
Dalveen estate, Rakwana.
Depedene estate, Rakwana.
Elchico estate, Rakwana.
Lauderdale estate, Rakwana.
Nahaveena estate, Rakwana.
Orangefield estate, Rakwana.
Rangwaltenne estate, Rakwana.
Somaratene estate, Rakwana.
Stubton estate, Rakwana.
Springwood estate, Rakwana.

(Tea Gardens.)

PROVINCE OF SABARAGAMUWA.*Kelani Valley District.**Village—Digala.**Extent.*

Garden.	A. R. P.			Owner.
	A.	R.	P.	
Halpandeinkande ..	3	0	0	D. M. Miturnhamy
Do. ..	2	0	0	Muttusamy
Do. ..	6	0	0	Veerappan and others
Do. ..	6	0	0	Vellasamy
Do. ..	6	0	0	Sinnathamby Kangany
Do. ..	6	0	0	D. M. Miturnhamy
Do. ..	5	0	0	Sinnamuthusamy
Do. ..	6	0	0	Sarpinu Perera

*Rakwana District.**Village—Atakalan.*

Karankettiya .. 5 0 0 .. D. E. Ranasinghe

Under clause 3 of the regulations published in the *Government Gazette* No. 6,839 of December 8, 1916, the said plantations are hereby declared to be infested areas.

Department of Agriculture, R. ALUWIHARE,
Peradeniya, April 11, 1922. for Director of Agriculture.

“The Insect Pest and Quarantine Ordinance, No. 5 of 1901.”

WHEREAS the insect pest named Fluted Scale (*Icerya purchasi*) is present on the following estates:—

CENTRAL PROVINCE.*Dimbula District.*

Braemore estate, Agrapatnas.
Coreen estate, Talawakele.
Cwm estate, Talawakele.
Glasgow estate, Agrapatnas.
Middleton estate, Talawakele.
Portmore estate, Agrapatnas.
Radella estate, Nanu-oya.
St. Coombs estate, Nanu-oya.
Uda Radella estate, Nanu-oya.
Yarravale estate, Agrapatnas.

Under regulation published in the *Ceylon Government Gazette* No. 6,888 of July 20, 1917, the said estates are hereby declared to be infested areas.

And whereas the above-mentioned pest is no longer present on the following estates:—

CENTRAL PROVINCE.

Dimbula District.

Abbotsford estate, Nanu-oya.
Belgravia estate, Talawakele.
Calsay estate, Nanu-oya.
The Dell estate, Lindula.
Diyanilakele estate, Lindula.
Fairfield estate, Lindula.
Freshwater estate, Agrapatnas.
Henfold estate, Lindula.
Kelliewatta estate, Kotagala.
Kowlahena estate, Lindula.
Macduff estate, Lindula.
Maria estate, Lindula.
Ouvahkellie estate, Lindula.
Rhanawatta estate, Lindula.
St. Clair estate, Talawakele.
St. Andrew's estate, Talawakele.
St. George estate, Agrapatnas.
Talawakele estate, Talawakele.
Torrington estate, Agrapatnas.
Wallala estate, Lindula.
Waltrim estate, Lindula.
Woodlake estate, Agrapatnas.
Wootton estate, Kotagala.
Ythanside estate, Kotagala.
Drayton estate, Kotagala.

Under regulation 4 published in the aforesaid *Gazette* the said estates are hereby declared to be no longer infested areas.

Department of Agriculture, R. ALUWIHARE,
Peradeniya, April 11, 1922. for Director of Agriculture.

Auction Sale of Timber.

AN auction sale of the following timber in four lots (a), (b), (c), and (d) lying felled in Kannaliya forest in Panangala, Hinidum pattu, will be held by the Divisional Forest Officer, Southern Division, or the Forest Ranger, Galle, at the Forest Ranger's Office, Galle, on Saturday, May 6, 1922, at 3.15 P.M.:—

Lot (a)—44 Tawenna Logs.

1 tawenna, 24 ft. by 6 ft. 4 in.
1 do. 18 ft. by 8 ft.
1 do. 12 ft. by 5 ft. 7 in.
1 do. 24 ft. by 4 ft. 10 in.
1 do. 20 ft. by 4 ft. 11 in.
1 do. 20 ft. by 8 ft. 5 in.
1 do. 15 ft. by 5 ft. 9 in.
1 do. 20 ft. by 6 ft. 5 in.
1 do. 21 ft. by 7 ft.
1 do. 30 ft. by 7 ft.
1 do. 13 ft. by 6 ft.
1 do. 9 ft. by 6 ft.
1 do. 14 ft. by 4 ft. 9 in.
1 do. 8 ft. by 6 ft.
1 do. 34 ft. by 5 ft. 6 in.
1 do. 16 ft. by 4 ft. 1 in.
1 do. 10 ft. by 4 ft. 2 in.
1 do. 9 ft. by 4 ft. 3 in.
1 do. 20 ft. by 4 ft. 5 in.
1 do. 28 ft. by 5 ft. 3 in.
1 do. 20 ft. by 6 ft. 3 in.
1 do. 50 ft. by 5 ft. 3 in.
1 do. 19 ft. by 4 ft. 9 in.
1 do. 20 ft. by 4 ft. 4 in.
1 do. 26 ft. by 4 ft. 3 in.
1 do. 15 ft. by 4 ft. 3 in.
1 do. 24 ft. by 4 ft. 2 in.
1 do. 20 ft. by 4 ft. 8 in.
1 do. 33 ft. by 4 ft. 9 in.
1 do. 14 ft. by 4 ft. 2 in.
1 do. 26 ft. by 4 ft. 4 in.
1 do. 8 ft. by 4 ft.
1 do. 10 ft. by 4 ft.
1 do. 9 ft. by 4 ft. 4 in.
1 do. 15 ft. by 4 ft. 1 in.
1 do. 12 ft. by 4 ft. 7 in.

1 tawenna, 13 ft. by 4 ft. 3 in.
1 do. 18 ft. by 5 ft. 4 in.
1 do. 19 ft. by 4 ft. 3 in.
1 do. 15 ft. by 4 ft. 4 in.
1 do. 9 ft. by 4 ft. 1 in.
1 do. 8 ft. by 4 ft. 3 in.
1 do. 10 ft. by 4 ft. 6 in.
1 do. 28 ft. by 5 ft.

Lot (b)—15 Na Logs.

1 na, 19 ft. by 4 ft. 4 in.	1 na, 12 ft. by 5 ft. 10 in.
1 na, 18 ft. by 4 ft. 8 in.	1 na, 14 ft. by 5 ft. 3 in.
1 na, 12 ft. by 5 ft. 2 in.	1 na, 40 ft. by 5 ft. 3 in.
1 na, 12 ft. by 6 ft. 2 in.	1 na, 12 ft. by 4 ft. 9 in.
1 na, 40 ft. by 5 ft. 3 in.	1 na, 7 ft. by 4 ft. 1 in.
1 na, 11 ft. by 4 ft. 10 in.	1 na, 17 ft. by 4 ft.
1 na, 9 ft. by 4 ft. 5 in.	1 na, 12 ft. by 6 ft. 10 in.
1 na, 12 ft. by 7 ft. 1 in.	

Lot (c)—25 Ubboriya Logs.

1 ubboriya, 18 ft. by 6 ft. 7 in.
1 do. 20 ft. by 6 ft.
1 do. 20 ft. by 6 ft. 5 in.
1 do. 12 ft. by 7 ft. 6 in.
1 do. 20 ft. by 6 ft.
1 do. 18 ft. by 5 ft. 7 in.
1 do. 25 ft. by 5 ft. 1 in.
1 do. 7 ft. by 5 ft.
1 do. 16 ft. by 4 ft. 5 in.
1 do. 15 ft. by 6 ft. 2 in.
1 do. 36 ft. by 7 ft. 1 in.
1 do. 17 ft. by 4 ft. 5 in.
1 do. 25 ft. by 4 ft. 7 in.
1 do. 9 ft. by 3 ft. 11 in.
1 do. 16 ft. by 3 ft. 10 in.
1 do. 8 ft. by 8 ft. 4 in.
1 do. 33 ft. by 4 ft. 3 in.
1 do. 25 ft. by 4 ft. 9 in.
1 do. 14 ft. by 4 ft. 6 in.
1 do. 9 ft. by 6 ft. 5 in.
1 do. 17 ft. by 5 ft. 11 in.
1 do. 21 ft. by 4 ft. 4 in.
1 do. 9 ft. by 4 ft. 5 in.
1 do. 27 ft. by 5 ft.
1 do. 11 ft. by 7 ft.

Lot (d)—23 Trees of Kirihebbiliya, &c.

1 uruhonda, 46 ft. by 4 ft. 11 in.
1 do. 39 ft. by 5 ft. 3 in.
1 kirihebbiliya, 55 ft. by 5 ft. 4 in.
1 do. 31 ft. by 5 ft. 4 in.
1 do. 40 ft. by 7 ft. 5 in.
1 do. 41 ft. by 8 ft.
1 do. 67 ft. by 7 ft. 3 in.
1 do. 54 ft. by 8 ft.
1 do. 50 ft. by 6 ft. 10 in.
1 do. 54 ft. by 7 ft. 7 in.
1 do. 53 ft. by 7 ft. 4 in.
1 do. 41 ft. by 5 ft. 5 in.
1 do. 38 ft. by 5 ft. 3 in.
1 do. 50 ft. by 5 ft. 11 in.
1 do. 87 ft. by 6 ft. 7 in.
1 do. 52 ft. by 7 ft. 1 in.
1 do. 75 ft. by 4 ft. 9 in.
1 do. 57 ft. by 8 ft. 6 in.
1 do. 55 ft. by 6 ft.
1 diyapara, 33 ft. by 5 ft. 4 in.
1 aridda, 36 ft. by 5 ft.
1 alubo, 25 ft. by 6 ft. 5 in.
1 ratetiya, 55 ft. by 5 ft. 4 in.

(Ten of the above trees have been logged into 17 logs over 12 feet in length.)

2. Offers will be considered for the different lots, either separately or jointly, at the discretion of the Divisional Forest Officer at the time of sale.

3. The identity of the wood and dimensions of the logs are not guaranteed, especially in the case of lot (d). Would-be purchasers are requested to inspect the timber *in situ* and satisfy themselves as to the species and dimensions before bidding. Purchasers will purchase the timber at their own risk, and no complaints regarding the timber will be entertained subsequently to the sale.

4. The successful bidders will be required to obtain, within ten days of the acceptance of his bid, a permit for the removal of the timber purchased. This permit will be in force for not exceeding three, four, five, or six months, where a single purchaser purchases one, two, three, or four lots respectively. No extension will, in any case, be allowed, and any timber not removed within the time specified in the permit will revert to the Crown and be liable to be re-sold.

5. The highest bid will be accepted, subject to the approval of the Conservator of Forests.

6. The purchasers will be required to deposit 25 per cent. of their bids with the Forest Ranger on the date of sale. The balance should be paid when their bids have been approved by the Conservator of Forests and before a permit for the removal of the timber is issued.

7. Further particulars could be obtained from the Forest Office, Matara, or the Forest Ranger, Galle.

Forest Office, Kandy, April 12, 1922. J. D. SARGENT, Acting Conservator of Forests.

Destruction of a Rogue Elephant.

I AM prepared to issue licenses, free of stamp duty, under section 9, sub-section (1) (b), of "The Game Protection Ordinance, No. 1 of 1909," for the destruction of a rogue elephant which roams about destroying crops in the villages of Wilachchiya tulana in Wilachchiya korale of Nuwaragam palata.

Height about 9 feet, single, male, forefoot 18 inches in diameter. Villagers will point out the animal.

The distance from Anuradhapura to the nearest village in Wilachchiya tulana is about 18 miles.

Anuradhapura Kachcheri, April 10, 1922. A. W. SEYMOUR, Government Agent.

Hoof-and-Mouth Disease.

WHEREAS by proclamation dated February 14, 1922, and published in the *Government Gazette* No. 7,244

of February 17, 1922, the garden No. 31, in the village Yakbedda, in Colombo Mudaliyar's division of the Western Province, was proclaimed as an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas hoof-and-mouth disease no longer exists in the said area, it is hereby notified and declared free from hoof-and-mouth disease, and no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, Colombo, April 12, 1922. R. J. PEREIRA, for Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 11, 1922, published in the *Government Gazette* No. 7,248 of March 17, 1922, the premises bearing assessment No. 5, situated at Layard's road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from April 12, 1922.

The Municipal Office, Colombo April 19, 1922. CHAS. W. PATE, Municipal Veterinary Surgeon.

Hoof-and-Mouth Disease.

WHEREAS by proclamations dated January 19 and 19, 1922, and published in the *Government Gazette* No. 7,239 of January 27, 1922, the villages known as Kosgama Ihala and Kotalawala, in Hewagama korale of the Western Province, were proclaimed as infected areas in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas hoof-and-mouth disease no longer exists in the said areas, it is hereby notified and declared they are free from hoof-and-mouth disease, and no longer infected areas.

This declaration is to take effect from this date.

The Kachcheri, Colombo, April 12, 1922. C. J. DANE LANKTREE, for Government Agent.

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

Sale of Toddy Rents, Galle District, 1922-23.

TENDERS will be received by the Government Agent, Southern Province, till 2 P.M. on Wednesday, May 3, 1922, for the purchase of the exclusive privilege of selling fermented toddy by retail in the areas specified in the schedule below, for the period of twelve months, from October 1, 1922, to September 30, 1923.

2. No tenders will be considered unless the person making such tender be present in person at the appointed time. Tenders may be sent in by post, but the envelopes must be sealed and marked "Toddy Rent Tender" in red ink. The Government Agent reserves to himself the right of rejecting any or all tenders.

3. Further information can, on application, be obtained from the Galle Kachcheri.

The Kachcheri, Galle, April 7, 1922.

F. BARTLETT, Government Agent.

SCHEDULE.

No.	Division.	Locality or Range.
1	Within Municipal limits	Madawalamulla
2	Talpe pattu	Ahangama (Nakanda)
3	Do.	Nakiadeniya
4	Gangaboda pattu	Udugama
5	Wellaboda pattu	Karawegoda
6	Do.	Elpitiya
7	Do.	Narigama
8	Bentota-Walallawiti korale	Ganegoda

Closing of Arrack and Toddy Taverns.

NOTICE is hereby given that it is proposed to close the arrack and toddy taverns specified in the schedule below from October 1, 1922.

I shall be prepared to receive any written representation up to May 29, 1922, on which date, at Hambantota Kachcheri, between the hours of 2 P.M. and 3 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such taverns.

Hambantota Kachcheri, April 10, 1922. R. Y. DANIEL, for Assistant Government Agent.

SCHEDULE.

- No. 25, Katuwana arrack tavern, West Giruwa pattu.
- No. 30, Netopitiya arrack tavern, West Giruwa pattu.
- No. 3, Kudawellekele toddy tavern, West Giruwa pattu.

Sale of Toddy Rents by Public Auction.

NOTICE is hereby given that the privilege of selling fermented toddy by retail in the areas specified in the annexed schedules A and B below, for the period of twelve months from October 1, 1922, to September 30, 1923, will be put up for sale by public auction, at the Chilaw Kachcheri, at 10.30 A.M. on Tuesday, May 2, 1922.

2. The conditions of sale and any particulars can be obtained on application at the Puttalam Kachcheri.

Puttalam Kachcheri, S. M. P. VANDERKOEN,
April 12, 1922. for Assistant Government Agent.

Schedule A referred to. (Off Sales in these Taverns are prohibited).

No.	Locality or Range.	Division.
1	Within Southern Ward, Chilaw	Pitigal korale north
2	Within Northern Ward, Chilaw	
	Within the village of—	
3	Karukupone	do.
4	Arachchikatuwa	do.
5	Battulu-oya	do.
6	Pambala	do.
7	Olidaluwa	do.
8	Madampe	do.
9	Irattakulama	do.
10	Galmuruwa	do.
11	Dunkannawa	Pitigal korale south
12	Tabbowa	do.
13	Nattandiya	do.
14	Mudukatuwa	do.
15	Marawila	do.
16	Adapparagama	do.
17	Mattakotuwa	do.
18	Toduwawa	do.

No.	Locality or Range.	Division.
	Within the village of—	
19	Lihiriyagama	Pitigal korale south
20	Kirimetiya	do.
21	Lunuwila	do.
22	Haldanduwana	do.
23	Mohottimulla	do.
24	Metikotuwa	do.
25	Dankotuwa	do.
26	Tambarawila	do.
27	Nanjundakara	do.
28	Waykkal	do.
29	Nayinamadama	do.
30	Mirissankotuwa	do.
31	Dummaladeniya	do.
32	Wennappuwa	do.
33	Uthitiyawa	do.
34	Katuneriya	do.

Schedule B referred to. (In these Taverns Off Sales are not prohibited).

1	Within Puttalam Town	Puttalam gravets
2	Within Chenaikudirippu	do.
	Within the village of—	
3	Taluwa	Puttalam pattu
4	Madurankuli	do.
5	Mukkuwatoduwa	do.
6	Mundel	do.
7	Etalai	Kalpitiya division
8	Kalpitiya	do.

SALES OF TOLL AND OTHER RENTS.

Re-sale of Toll Rents, Puttalam and Chilaw Districts.

NOTICE is hereby given that the under-mentioned toll rents in Puttalam and Chilaw Districts of the North-Western Province will be put up for re-sale by public auction, at 2 P.M. on April 25, 1922, at the Puttalam Kachcheri, at the risk of the original purchasers should they have failed on or before April 24, 1922, to deposit the 6th instalment and the interest due.

The rents shall be sold for a period of 5 months and 5 days from April 25, 1922, to September 30, 1922.

The purchasers at the re-sale will be required to deposit one-tenth of the purchase amount on the day of sale, and to furnish the necessary security.

Further particulars can be obtained from me on application.

Munatipirivu Canal Toll Rent.
Palavi Canal Toll Rent.

S. M. P. VANDERKOEN,
for Assistant Government Agent.

Puttalam, April 10, 1922.

TRADE MARKS NOTICES.

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

Trade Marks registered during the Month of March, 1922.

Applica- tion No.	Gazette No.	Date of Gazette.	Proprietors.	Class.	Registra- tion No.
2,540	7,236	January 6, 1922	The W. H. Comstock Co., Ltd.	3	2,540
2,553	7,237	January 13, 1922	Parsons Brothers and Company Proprietary, Ltd.	42	2,553

Subsequent Proprietors registered during the Month of March, 1922.

NOTE.—The names in italics are those of the former proprietors.

1,011	6,739	September 10, 1915	The Crown Perfumery Company, Limited, Sidney road, Homerton, London, England; Manufacturing Perfumers. <i>Charles Ernest Thomson</i>	48	1,626
279	6,267	October 16, 1908	Veeraperumal Kanapathy and Veeraperumal Kovindasamy, carrying on business as Kanapathy Brothers, Bristol buildings, Fort, Colombo. <i>R. M. Vengadasalam and V. K. Chinniahpillai</i>	47	1,007

Names of Proprietors altered during the Month of March, 1922.

266	6,250	July 10, 1908	United States Steel Products Export Company. <i>Name altered to United States Steel Products Company</i>	5	954
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Trade Marks renewed during the Month of March, 1922.

Applica- tion No.	Gazette No.	Date of Gazette.	Proprietors.	Class.	Registra- tion No.
254	6,247	June 19, 1908	Cargills, Limited..	45	945
255	6,247	June 19, 1908	Do.	45	949
267	6,249	July 3, 1908	Maspero Freres, Ltd.	45	951
262	6,259	September 4, 1908	T. B. Ford, Limited	39	991
265	6,261	September 18, 1908	John Jameson & Son, Ltd.	43	995

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

5,286	May 11, 1894	George Steuart & Co.	42	85
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Trade Marks removed from the Register during the Month of March, 1922, for Non-payment of Renewal Fees.

161	6,222	December 28, 1907	Geo. H. Macy & Company	42	868
161	6,222	December 28, 1907	Do.	42	869
161	6,222	December 28, 1907	Do.	42	870
161	6,222	December 28, 1907	Do.	42	872
161	6,222	December 28, 1907	Do.	42	874
161	6,222	December 28, 1907	Do.	42	875
161	6,222	December 28, 1907	Do.	42	876
161	6,222	December 28, 1907	Do.	42	877
161	6,222	December 28, 1907	Do.	42	878
161	6,222	December 28, 1907	Do.	42	879
161	6,222	December 28, 1907	Do.	42	881
161	6,223	January 3, 1908	Do.	42	883
161	6,223	January 3, 1908	Do.	42	884
161	6,223	January 3, 1908	Do.	42	887
161	6,223	January 3, 1908	Do.	42	889
161	6,223	January 3, 1908	Do.	42	890
161	6,223	January 3, 1908	Do.	42	891
161	6,223	January 3, 1908	Do.	42	892
161	6,223	January 3, 1908	Do.	42	893
161	6,223	January 3, 1908	Do.	42	895

Registrar-General's Office,
Colombo, April 12, 1922.

M. S. SRESHTA,
Registrar-General.

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

- (1) Application No. 2,643.
- (2) Date of Receipt: March 27, 1922.
- (3) Applicant (Proprietor of the Trade Mark): JOSEPH WALLIS GODDARD, CHARLES VICCARS GODDARD, and HAROLD WARNER GODDARD, trading as J. GODDARD & SONS, Station street, Leicester, Leicestershire, England; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Fifty.
- (6) Goods: Plate Powder.

(7) Mark:

GODDARD'S NON-MERCURIAL PLATE POWDER.

This Trade Mark has been used by the applicant's predecessors in business 35 years before July 17, 1879.

Registrar-General's Office,
Colombo, April 12, 1922.

M. S. SRESHTA,
Registrar-General.

ROAD COMMITTEE NOTICES.

Pupuressa Branch Road.

NOTICE is hereby given that, in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of the estate representatives interested in the above road will be held on Saturday, April 29, 1922, at 2.30 P.M., at the Resthouse, Gampola, for the purpose of electing a Local Committee to perform the duties imposed by the said Ordinance for two years. The Local Committee, immediately after the election will hold a meeting for the following business, viz. :—

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.
- Estimate for maintenance of road for 1921-22, Rs. 7,859-10

N.B.—The General Meeting for the election of the Local Committee should consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

Provincial Road Committee's Office, C. S. VAUGHAN,
Kandy, April 12, 1922. Chairman.

Norwood-Campion Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1922, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, May 13, 1922, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 4,250-00
Private contributions	..	Rs. 4,292-50

1st section, 52·80 lines.		
Proprietors or Agents.	Estates.	Acreage.
The Eastern Produce Co., Ltd.	Norwood	882
Geo. Steuart & Co.	Pörtree	275
1st to 3rd section, 94·21 lines.		
Bogawantalawa Tea Co., Ltd. (G. H. Sparkes)	Elbedde	747
The Rosehaugh Tea & Rubber Co.	Lawrence	562
1st to 4th section, 118·21 lines.		
The Rosehaugh Tea & Rubber Co.	Venture	422
Carson & Co.	Kew	526
1st to 6th section, 214·66 lines.		
J. M. Robertson & Co. (Capt. Guy Walker)	St. John Del Rey	725
1st to 7th section, 245·43 lines.		
Bogawantalawa Tea Company, Limited (G. H. Sparkes)	Kirkoswald	877
A. C. T. Meyer	Tientsin	385
George Steuart & Co.	Morar	497
Messrs. Carson & Co.	Singarawatta	143
Robgill Company	Robgill	433
1st to 10th section, 334·60 lines.		
Colombo Commercial Co., Ltd.	Bogawantalawa	615
1st to 12th section, 387·40 lines.		
K. Rollo	Chapelton	685
Messrs. Skreene & Co.	Theresia	340
1st to 14th section, 435·58 lines.		
D. E. Kelly	Killarney	355
Bogawantalawa Tea Co., Ltd. Do. (G. H. Sparkes)	Bridwell Bogawana	473 436
Anglo-American Direct Tea Trading Co., Ltd.	Lynsted	405
1st to 15th section, 476·76 lines.		
Imperial Ceylon Tea Estates, Ltd. Major-General Sir C. Fr. Hadden, K.C.B., and Fred. Hadden	Friedland Kotiyagala	163 1,089
Kandapola Estates Co., Ltd.	Devonford	284
1st to 16th section, 529·56 lines.		
Kintyre Estates Company (Geo. Steuart & Co.)	Eltofts	290
Ceylon Land and Produce Co., Ltd.	Fetteresso	438
1st to 17th section, 530·64 lines.		
R. H. Cooper	Lynford	273
Galaha Company	Campion and Kohinoor	724
Ceylon Provincial Estates Co., Ltd.	Loinorn	239
Imperial Ceylon Tea Estates, Ltd.	St. Vigean's	185
D. E. Kelly	Northcove	265
Galaha Company	Dunlow & Aldie	477

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, C. S. VAUGHAN,
Kandy, April 10, 1922. Chairman.

Norwood-Campion Branch Road.

(Kotiyagala Bridge.)

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 bridge, situated on 8th mile of the Norwood-Campion road, for the year ending September 30, 1922, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, May 13, 1922, at 11.30 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 35·00
Private contributions	Rs. 35·35

12th section, 8th mile.		
Proprietors or Agents.	Estates.	Acreage.
Anglo-American Direct Tea Trading Co., Ltd.	Lynsted	405
Imperial Ceylon Tea Estates, Ltd.	Friedland	163
Major-General Sir C. Fr. Hadden, K.C.B., and Fred. Hadden	Kotiyagala	1,089
Kandapola Estates Co., Ltd.	Devonford	284
Kintyre Estates Company (Geo. Steuart & Co.)	Eltofts	290
Ceylon Land and Produce Co., Ltd.	Fetteresso	438
R. H. Cooper	Lynford	273
Chas. Strachan & Co. (T. Gidden)	Campion and Kohinoor	724
Ceylon Provincial Estates Co., Ltd.	Loinorn	239
Imperial Ceylon Tea Estates, Ltd.	St. Vigean's	185
D. E. Kelly	Northcove	265
J. Sheriff	Dunlow & Aldie	477

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, C. S. VAUGHAN,
Kandy, April 10, 1922. 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. Rs. c.
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.

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

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.	Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
Section C.				Section F.			
The Consolidated Tea and Lands Co., Ltd.	Galboda	874	147 22	Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland	469	271 5
K. G. Hendrick Appuhamy of Galboda	Millakanuwa	121	20 37			7,279	5,609 62
The Consolidated Tea and Lands Co., Ltd.	Hapugastenna	3,864	650 89	Section F.			
Do.	Alupolla	2,746	462 58	The Consolidated Tea and Lands Co., Ltd.	Alupolla	2,746	3,097 66
M. G. Gomez	Dikmukalana	200	39 61	M. G. Gomez	Dikmukalana	200	102 41
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland	469	58 64	Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland	469	367 52
		8,274	1,379 31			3,415	3,567 59
Section D.				<i>Abstract of Assessment.</i>			
The Consolidated Tea and Lands Co., Ltd.	Hapugastenna	3,864	752 66				Rs. c.
Do.	Alupolla	2,746	534 90	Lansdowne estate			119 55
M. G. Gomez	Dikmukalana	200	40 6	Silvaland estate			252 8
Mrs. N. D. B. Silva, Guildford House, Cinnamon Gardens, Colombo	Agarsland	469	67 42	Galboda estate			689 85
		7,279	1,395 4	Hapugastenna estate			6,829 13
Section E.				Alupolla estate			7,950 89
The Consolidated Tea and Lands Co., Ltd.	Hapugastenna	3,864	3,026 65	Dikmukalana estate			500 0
Do.	Alupolla	2,746	2,150 93	Agarsland estate			981 33
M. G. Gomez	Dikmukalana	200	160 99	Millakanuwa estate			95 43
						Total	17,418 26
				Provincial Road Committee, Retnapura, April 8, 1922.		R. H. BASSETT, for Chairman.	