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Part I.—General.

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

	PAGE		PAGE		PAGE
Minutes by the Governor ..	—	Miscellaneous Departmental Notices ..	2734	Trade Marks Notifications ..	2741
Proclamations by the Governor ..	2671	Abstracts of Season Reports ..	—	Local Board Notices ..	2740
Appointments by the Governor ..	2672	Sales of Arrack and Toll Rents ..	2736	Road Committee Notices ..	2737
Appointments, &c., of Registrars ..	2673	Sales of Salt and Timber ..	—	"Local Govt. Ordinance" Notices ..	—
Government Notifications ..	2675	"Excise Ordinance" Notices ..	—	Unofficial Announcements ..	2691
Revenue and Expenditure Returns ..	—	Proceedings of Municipal Councils ..	2737	Specifications under "The Irrigation Ordinance" ..	—
Currency Commissioners' Notices ..	—	Notices to Mariners ..	—	Meteorological Returns ..	—
Notices calling for Tenders ..	2688	Returns of Imports ..	2734	Books registered under Ordinance No. 1 of 1885 ..	—
Sales of Unserviceable Articles, &c. ..	2690	Railway Traffic Returns ..	—		
Vital Statistics ..	2690	Patents Notifications ..	2739		

SUPPLEMENT :

Code for Assisted English Schools.

PROCLAMATION.

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 CECIL CLEMENTI, Esquire, Companion of the Most Distinguished Order of Saint Michael and Saint George, Officer Administering the Government of the Island of Ceylon, with the Dependencies thereof.

CECIL CLEMENTI.

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

And whereas it is expedient to declare the road which the railway crosses between the stations of Anuradhapura and Madawachchi, in the North-Central Province, and set out in the schedule hereto, to be a "minor crossing" for the purpose of the said Ordinance :

Now know Ye that We, the Officer Administering the Government, in exercise of the power in Us vested as aforesaid, do hereby declare the said road to be a "minor crossing" for the purpose of the said Ordinance, as from and after November 24, 1922, and that such "minor crossing" shall not be closed by gates.

Given at Colombo, in the said Island of Ceylon, this Ninth day of December, in the year of our Lord One thousand Nine hundred and Twenty-two.

By His Excellency's command,

B. HORSBUGH,
 Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

Mileage. M. C.	Description.	Class.
142 13	Village road	3

APPOINTMENTS

No. 437 of 1922.

WITH reference to Notification No. 242, published in *Gazette* No. 7,267 of July 14, 1922, it is hereby notified that HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to confirm the appointment of Mr. A. ST. V. JAYAWARDENE, K.C., in the post of District Judge, Colombo, with effect from July 10, 1922.

By His Excellency's command.

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary,
Colombo, December 7, 1922.

No. 438 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments:—

Mr. M. T. ARCHIBALD to the office of Assistant for the Districts of Puttalam and Chilaw to the Government Agent, North-Western Province; Additional Police Magistrate for the Districts of Puttalam and Chilaw; Additional Superintendent of Police, Puttalam; Visitor of the Prison at Chilaw; Local Authority under the Petroleum Ordinance for the Districts of Puttalam and Chilaw; and Assistant Collector of Customs, Kalpitiya, with effect from December 11, 1922, during the absence on leave of Mr. W. K. H. CAMPBELL, or until further orders.

Mr. C. E. DE VOS to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Galle, during the absence of Mr. T. B. RUSSELL, on December 11, 1922, or until the resumption of duties by that officer.

Mr. S. A. MARTIN to act as District Judge and Additional Police Magistrate for the Districts of Chilaw and Puttalam during the absence of Mr. N. M. BHARUCHA, from December 20, 1922, to January 2, 1923, or until the resumption of duties by that officer.

Mr. N. J. MARTIN to act as Commissioner of Requests and Police Magistrate, Chilaw and Marawila, and Additional District Judge, Chilaw, during the absence of Mr. C. F. INGLEDOW, on December 9 and 10, 1922, or until the resumption of duties by that officer.

Mr. P. B. RAMBUKWELLE to act as Commissioner of Requests, Police Magistrate, and Municipal Magistrate, Kandy, during the absence of Mr. R. H. WHITEHORN, from December 19 to 24, 1922, inclusive, or until the resumption of duties by that officer.

Mr. B. L. DRIEBERG to act as Commissioner of Requests and Police Magistrate, Avissawella, during the absence of Mr. T. D. PERERA, on December 9 and 10, 1922, or until the resumption of duties by that officer.

Mr. G. J. A. MARSHALL to act as Commissioner of Requests and Police Magistrate, Avissawella, during the absence of Mr. T. D. PERERA, from December 18, 1922, until the resumption of duties by that officer.

Mr. S. C. SANSONI to act as Commissioner of Requests and Police Magistrate, Negombo, and Assistant Superintendent of the Prison at Negombo, during the absence of

Mr. E. ARNDT from December 16, 1922, to January 2, 1923, inclusive, or until the resumption of duties by that officer.

Mr. CYRIL JOSEPH to act as Police Magistrate, Colombo, during the absence of Mr. N. J. LUDDINGTON, from December 10 to 14, 1922, inclusive.

Mr. WALDO SANSONI to act as Police Magistrate, Colombo, during the absence of Mr. N. J. LUDDINGTON, from December 15, 1922, to January 2, 1923, or until the resumption of duties by that officer.

Mr. S. P. WICKRAMASINGHE to be attached to the Matara Kachcheri, with effect from December 11, 1922, until further orders.

Mr. H. L. HOPPER to be attached to the Kurunegala Kachcheri, with effect from December 14, 1922, until further orders.

Mr. S. B. SMITH to be a Justice of the Peace and Unofficial Police Magistrate for the District of Haldumulla, with effect from December 1, 1922.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary,
Colombo, December 8, 1922.

No. 439 of 1922.

IT is hereby notified that Mr. M. K. T. SANDYS has resumed duties as Office Assistant to the Government Agent, North-Western Province, with effect from December 14, 1922.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary,
Colombo, December 5, 1922.

No. 440 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following promotions in the Ceylon Planters' Rifle Corps, to fill existing vacancies:—

To be Captains.

Lieutenant ALEXANDER DYSON ROOKE.
Lieutenant TOM HERBERT HOLLAND, M.C.

By His Excellency's command,

B. HORSBURGH,
Colonial Secretary's Office, Acting Colonial Secretary,
Colombo, December 9, 1922.

No. 441 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under the provisions of section 13 of Ordinance No. 10 of 1861, to

appoint the under-mentioned gentleman of the Provincial Road Committee, for the year 1923 :—

Messrs. S. K. WICKWAR, M. CHINNAH, J. T. RAJAH, and V. M. VADIVELU.

By His Excellency's command,

Colonial Secretary's Office, Colombo, December 7, 1922.
B. HORSBURGH,
Acting Colonial Secretary.

No. 442 of 1922.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. CHAMPARAPPILLAI ARUMUGAM, at present practising as a Notary Public at Kayts in Jaffna District, to be a Notary Public throughout Valikamam East division of Jaffna District, with residence and office at Urumpiray, and to practise as such in the Tamil language.

By His Excellency's command,

Colonial Secretary's Office, Colombo, December 6, 1922.
B. HORSBURGH,
Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint ALWIN PEIRIS MALALASEKERA to be Additional Registrar of Lands, Kalutara District, with effect from December 10, 1922, vice A. A. HAPUGODA, transferred.

By His Excellency's command,

Colonial Secretary's Office, Colombo, December 6, 1922.
B. HORSBURGH,
Acting Colonial Secretary.

IN the notification appearing in the *Government Gazette* No. 7,298 of November 24, 1922, of the appointment of C. SARAVANAMUTTU as Additional Registrar of Lands, Colombo, his name should be read as CHINNAPPAR SARAVANAMUTTU.

By His Excellency's command,

Colonial Secretary's Office, Colombo, December 9, 1922.
B. HORSBURGH,
Acting Colonial Secretary.

THE following appointment made under section 2 of Ordinance No. 22 of 1921 is hereby notified :—

M. SUBRAMANIAM, Secretary, District Court, Trincomalee, to act as Registrar of Lands, Trincomalee, for twenty-one days from December 21, 1922, during the absence of the Registrar, S. VYTHIALINGAM, on leave.

Registrar-General's Office, Colombo, December 12, 1922.
N. W. MORGAPPAH,
Acting Registrar-General.

IT is hereby notified that I have confirmed the appointment of PASKUWELGE DON BARTHOLOMEUSZ JAMES WICKRAMASINGHE as Registrar of Births and Deaths of Andiambalama division, and of Marriages (General) of Dasiya pattuwa of Alutkuru korale north division, in the Colombo District of the Western Province. His office will be at Diwulgahawatta in Amandoluwa, and additional office at Hedawakagahawatta in Andiambalama.

Registrar-General's Office, Colombo, December 11, 1922.
N. W. MORGAPPAH,
Acting Registrar-General.

IT is hereby notified that I have confirmed the appointment of SEMASINHA MUDIYANSELAGE HERAT BANDA as Registrar of Births and Deaths of Willachchiya korale south A division, and of Marriages (Kandyan and General)

of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province.

Registrar-General's Office, Colombo, December 11, 1922.
N. W. MORGAPPAH,
Acting Registrar-General.

IT is hereby notified that I have appointed SETHUPATHIPILLAI POOPALAPILLAI (provisionally) as Registrar of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, with effect from December 21, 1922; vice Registrar, V. RAMACUTTI, resigned. His office will be at Pandiruppu; station: Naippadimunai.

Registrar-General's Office, Colombo, December 12, 1922.
N. W. MORGAPPAH,
Acting Registrar-General.

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

The Additional Assistant Provincial Registrar, Kalutara, has appointed ADRIAN ALWIS HAPUGODA to act as Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for fifteen days from December 1, 1922, vice J. A. F. SIRIWARDENA, transferred. His office will be at the Kalutara Kachcheri.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PESTERUWELIYANARALLAGE SIMON COORAY to act as Registrar of Births and Deaths of Kalutara North division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on December 4, 1922, during the absence of the Registrar, D. A. WIJEMANNA, on leave. His office will be at Kurusiyawatta in Desastra Kalutara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MUNASINHA SIRINERIS SILVA to act as Registrar of Births and Deaths of Waskadubadda division, and of Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, for ten days from December 11, 1922, vice S. S. AMARASEKERA, deceased. His office will be at Kosgahawatta in Kuda-waskaduwa.

The Assistant Provincial Registrar, Kandy, has appointed LAMAHEWAGE SIMON SILVA to act as Registrar of Births and Deaths, and of Marriages (General) of Uda Bulatgama No. 3 division, in the Kandy District of the Central Province, for fourteen days from December 5, 1922, during the absence of the Registrar, T. B. HERAT, on leave. His office will be at No. 60, Dikoya.

The Assistant Provincial Registrar, Kandy, has appointed UDURAWANA ABAYAKOONWALAWWE TIKIRI BANDA to act as Registrar of Births and Deaths, and of Marriages (General) of Pata Dumbara No. 3 division, in the Kandy District of

the Central Province, for fourteen days from December 9, 1922, during the absence of the Registrar, D. B. TIKI BANDA, on leave. His office will be at Bulatwattewalawa in Yatawara.

The Assistant Provincial Registrar, Kandy, has appointed GANEKALA EKANAYAKA MUDIYANSELAGE WALAWWE URUKU BANDA to act as Registrar of Births and Deaths, and of Marriages (General) of Uda Dumbara No. 6 division, in the Kandy District of the Central Province, for thirty days from December 15, 1922, during the absence of the Registrar, G. E. M. APPUHAMY, on leave. His office will be at Talagune; station at Mimure.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed ABRAHAM DE ALWIS GUNETILLEKE to act as Registrar of Births and Deaths of Medapane division, and of Marriages (General) of Kotmale (excluding the portion included in gravets) division, in the Nuwara Eliya District of the Central Province, for sixteen days from December 16, 1922, during the absence of the Registrar, S. DE ALWIS GUNETILLEKE, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Matale, has appointed ABEYRATNA BANDA NUGAPITIYA to act as Registrar of Births and Deaths of Matale Medasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for two days from December 4, 1922, during the absence of the Registrar, T. M. YAPA BANDA, on leave. His office will be at Hitinagedarawatta in Nugapitiya.

The Additional Assistant Provincial Registrar, Matale, has appointed PUNCHI BANDA HALANGODA to act as Registrar of Births and Deaths of Kohonsiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for two days from December 4, 1922, during the absence of the Registrar, M. B. A. NIYAREPOLA, on leave. His office will be at Nikawellewalawwa in Udupihilla.

The Assistant Provincial Registrar, Galle, has appointed DON DAVID SURIA-ARATCHI AMARASEKERA to act as Registrar of Births and Deaths of Hikkaduwa division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, for two days from December 5, 1922, during the absence of the Registrar, H. B. WICKRAMARATNA, on leave. His office will be at Hettiachchi Diwelwatta in Hikkaduwa.

The Assistant Provincial Registrar, Galle, has appointed ABRAHAM WIJESINGHA to act as Registrar of Births and Deaths of Diviture division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on December 8, 1922, during the absence of the Registrar, A. H. WIJESINGHA, on leave. His office will be at Pallegedarawatta in Mimeduma.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON MIGEL WIJESINGHA to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for six days from December 8, 1922, during the absence of the Registrar, J. A. SINGAPPULI, on leave. His office will be at the permanent Registrar's Office.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON MOWLIS WIJESSEKARA DISSANAYAKA to act as Registrar of Births and Deaths of Paraganpalata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for nineteen days from December 15, 1922, during the absence of the Registrar, C. A. WERASINGHA, on leave. His office will be at Bulugahawatta alias Walawewatta in Welipitiya.

The Assistant Provincial Registrar, Jaffna, has appointed VELAYUTAR NAGALINGAM to act as Registrar of Marriages (General) of Vadamaradchi West division, in the Jaffna District of the Northern Province, for thirty days from November 30, 1922, during the absence of the Registrar, V. KUMARASAMY, on leave. His office will be at Tambavattai in Puloli West.

The Assistant Provincial Registrar, Northern Province, has appointed JAKARIAR to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for fifteen days from December 1, 1922, during the absence of the Registrar, V. M. MUTTUKUMARU, on leave. His office will be at Hemakada in Nallur.

The Assistant Provincial Registrar, Mullaitivu, has appointed KONAR SINNATHAMBY 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 three days from December 5, 1922, during the absence of the Registrar, V. CUDDITHAMBY, on leave. His office will be at Mulliyavalai.

The Additional Assistant Provincial Registrar, Puttalam and Chilaw Districts, has appointed WALIMUNI INDRIEL MENDIS ABEYSEKARA to act as Registrar of Births and Deaths of Yagam pattu south division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for six days from December 4, 1922, during the absence of the Registrar, W. D. M. W. SENANAYAKA, on leave. His office will be at the residence of the permanent Registrar.

The Provincial Registrar, Ratnapura, has appointed MALALASINGHE JAYASUNDERA LOKU BANDARA to act as Registrar of Births and Deaths of Muttettupola division, and of Marriages (General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from December 1, 1922, during the absence of the Registrar, W. B. N. DISSANAYAKA, on leave. His office will be at the permanent Registrar's office.

The Assistant Provincial Registrar, Kegalla, has appointed CHARLES SENANAYAKA to act as Registrar of Marriages (General) of Kegalla town division, in the Kegalla District of the Province of Sabaragamuwa, for fourteen days from December 4, 1922, during the absence of the Registrar, A. W. ROSA, on leave. His office will be at the Land Registry, Kegalla.

The Assistant Provincial Registrar, Kegalla, has appointed JAYASINHA MUDIYANSELAGE CHARLES APPUHAMY to act as Registrar of Births and Deaths of Dehigampal korale Megodapota pattuwa division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for thirteen days from December 12, 1922, during the absence of the Registrar, V. C. APPUHAMI, on leave. His office will be at Welikadahitinawatta in Yatanwala.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, December 12, 1922. Acting Registrar-General.

IT is hereby notified that DAMBAGOLLEGEDERA APPUHAMY Registrar of Births and Deaths of Oyapalata division, and of Marriages (Kandyan and General) of Walapane (excluding the portion included in gravets) division, in the Nuwara Eliya District of the Central Province, will, with effect from November 3, 1922, hold his office at Moraketiya in Kumbalgamuwa, instead of at Kumbalgamuwa, as notified in the *Government Gazette* No. 7,288 of October 13, 1922.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, December 11, 1922. Acting Registrar-General.

IT is hereby notified that D. A. RAJAPAKSE, Registrar of Births and Deaths of Deiyandara division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, will, with effect from December 15, 1922, hold his office at Kaluwagahakoratuwa in Deiyandara, instead of at Dodangasarekoratuwa in Maduwela as notified in the *Government Gazette* No. 6,793 of May 12, 1916.

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, December 11, 1922. Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

“ THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920.”

The Constituency of the North-Western Province.

NOTICE is hereby given that a poll will be taken for the purpose of electing a Member of the Legislative Council for the above-named constituency on January 11, 1923. The names of the candidates and of their proposers and seconders are as follows :—

1. Edirimanasuriya Charles Edgar Corea of Chilaw.
Proposed by Jumeux Arthur Christoffel Corea.
Seconded by Felix Theodore Paulickpulle.
2. Ney Alexander Dharmaratne of Chilaw.
Proposed by Warnaculasuriya Pius Fernando.
Seconded by Mihindukulasuriya Weerasinghe Anthony Meary Perera.

The places at which the polls will be taken and the districts assigned to each polling station are :—

Polling Stations.	Districts assigned.
1. Kurunegala Kachcheri ..	Weudawili, Hiriya, and Wannu hatpattus, Dambadeni hatpattu except Mairawati korale, and Dewamedu hatpattu except Giratalane and Angomu korales
2. Kuliyaipitiya (Dandegamuwa) Court-house ..	Katugampola hatpattu, Mairawati korale of Dambadeni hatpattu, and Giratalane and Angomu korales of Dewamedu hatpattu
3. Puttalam Kachcheri ..	Puttalam District
4. Chilaw Kachcheri ..	Pitigal korale north
5. Marawila Court-house ..	Pitigal korale south

By order,

B. HORSBURGH,
Acting Colonial Secretary.

This 12th day of December, 1922.

“ THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1920.”

The Constituency of the North-Central Province.

NOTICE is hereby given that a poll will be taken for the purpose of electing a Member of the Legislative Council for the above-named constituency on January 11, 1923. The names of the candidates and of their proposers and seconders are as follows :—

1. Candidate : Don Simon Dias Krisnaratne.
Proposed by Dambure Liyanage Charles Jinadasa.
Seconded by Hettiarachchige Robert Perera.
2. Candidate : Cumaraswamy Velauthar Candappa.
Proposed by Cumarasu Tambiah Visvalingam.
Seconded by Murugupillai Sinnatamby.

The places at which the polls will be taken and the districts assigned to each polling station are :—

Polling Stations.	Districts assigned.
Anuradhapura Kachcheri ..	Nuwaragam, Eppawala, Kanadara, and Wilachchiya korales of Nuwaragam palata, Ulagalla korale of Hurulu palata, and Anuradhapura town
Kekirawa Resthouse ..	Kalagam palata
Medawachchiya Resthouse ..	Kende and Kadawat korales of Nuwaragam palata
Kahatagasdigiliya Government School ..	Kunchuttu, Kalpe, Mahapotana, Uddiyankulama, and Matambuwa korales of Hurulu palata
Polonnaruwa Gansabhawa ..	Tamankaduwa

By order,

B. HORSBURGH,
Acting Colonial Secretary.

This 12th day of December, 1922.

IT is hereby notified that, with effect from January 1, 1923, the rates fixed, under section 314 of Ordinance No. 2 of 1889, for the subsistence of a judgment-debtor who is committed to jail in execution of a decree will be—

	Per Diem.
	Rs. c.
For Europeans ..	2 0
For Burghers and Natives ..	0 35

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, December 13, 1922.

THE following copies of regulations and other papers issued by the Civil Service Commissioners, regarding the examination for the Civil Service of India to be held in August, 1923, are published for information.

Forms of application may be obtained from this office.

Colonial Secretary's Office,
Colombo, December 6, 1922.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

NOTICE.

The Civil Service Commissioners are authorized by the Secretary of State for India in Council to announce that the new age limits for the Indian Civil Service Open Competition in this country, viz., 21 to 23 on August 1 of the year of competition, will come into force for the open competition to be held in 1925, not in 1924 as previously announced. For the open competitions to be held in 1923 and 1924 the age limits will be 21 to 24 on August 1 of the year of competition, these years (with 1922) constituting a transition period from the old to the new age limits. The rule contained in the appendix to the current regulations, by which a maximum of one year's deduction from actual age is allowed in certain cases on account of war service, will remain in force for the competitions of 1922 and 1923.

The probationary course of selected candidates, before proceeding to India, will be extended to two years in the case of all candidates selected on the result of the open competition to be held in 1925; and a proportion of the younger candidates selected on the result of the open competitions to be held in 1922, 1923, and 1924 will also be required to undergo two years' probation in the United Kingdom.

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

Civil Service Commission,
September, 1922.

INDIAN CIVIL SERVICE.

Open Competition of 1923.

An Open Competitive Examination for admission to the Indian Civil Service will be held in London in 1923, the written work commencing on August 1, while the *vidvce* test (Subject 6) will be held in July.

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

No person will be admitted to compete from whom the Secretary, Civil Service Commission, has not received, on or before *June 1, 1923*, an application on the prescribed form, a copy of which is sent herewith. No allegation that an application form or a letter respecting such form has been lost or delayed in the post will be considered by the Commissioners, unless the person making such allegation produces a Post Office certificate of posting. Candidates who delay their applications until the last day will do so at their own risk.

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

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

NOTE.

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

Eastern Cadetships in the Colonial Service ;

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

should be held in 1923 concurrently with the Open Competitive Examination for the Indian Civil Service, candidates duly eligible in respect of age, &c., will be admitted to compete for any two or all three of these services, subject to the following conditions :—

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

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

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

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

(3) All declarations of choice are irrevocable.

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

Civil Service Commission,
September, 1922.

EXAMINATIONS FOR THE INDIAN CIVIL SERVICE.

REGULATIONS.

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

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

2. Save as hereinafter provided a candidate must be a British subject. If the candidate (being a British subject) or his father or his mother was not born within His Majesty's Dominions and allegiance then at the time of his birth his father must have been a British subject or the subject of a State in India and such father must be or must have continued to be until his death a British subject or the subject of such State in India. Provided that a ruler or subject of any

State in India in respect of whom the Governor-General in Council has made a declaration under section 96 A of the Government of India Act, 1915, as amended by section 3 of the Government of India (Amendment) Act, 1916, may be considered eligible.

3. A candidate must have attained the age of twenty-one, and must not have attained the age of twenty-four on the first day of August of the year in which the examination is held, or must be in a position to claim such a concession under the provisions of the Appendix to these Regulations as will render him eligible.*

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

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

6. A candidate must be of good moral character.

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

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

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

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

SECTION A.

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

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

SECTION B.—OPTIONAL SUBJECTS.

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

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

SECTION C.

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

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

* The Appendix referred to is printed on page 2678.

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

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

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

- (a) No candidate offers any language twice in the examination.
- (b) No candidate offers in Sections A and C together two languages of the group Italian, Spanish, Portuguese, or two of the group Norwegian, Swedish, Danish.
- (c) Only a candidate who takes two modern languages in Section B may offer Latin or Ancient Greek as an auxiliary language.

Instead of an auxiliary language a candidate whose mother tongue is an Indian language may offer as subject 5 either Physical Anthropology, or Social Anthropology provided he does not offer the subject elsewhere.

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

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

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

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

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

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

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

APPENDIX.

1. Any person who has joined since August 4, 1914, the Army or Navy, or Royal Marines, or the Royal Air Force, or has rendered since that date actual military service in the Special Reserve or Territorial Force, Royal Naval Reserve, or Royal Naval Volunteer Reserve, may, if eligible in point of age under the regulations as they now stand for admission to the Open Competitive Examination held in 1922; but over age in 1923, deduct from his actual age at the time of the Open Competitive Examination held in 1923—

- (a) The actual period of such service, if it has not exceeded three months.
- (b) One year, if the actual period of service has exceeded three months. No candidate will be allowed to deduct more than one year from his actual age.

2. The same concession may also be granted to those who have been employed during the same period in connection with the armed forces of the Crown at home or abroad giving their whole time and under obligation to serve for the duration of the war or until their discharge, or for any period not terminable at their own option, provided that their employment be not on ordinary commercial terms, such as that of Assistant Paymasters, Clerks, Artisans, and the like.

3. The grant of the concession described in paragraph (2) will be at the discretion of the Civil Service Commissioners, whose decision in each case will be final. Candidates who contemplate applying for an age deduction under (2) will do well to apply to the Civil Service Commission for a ruling on their case.

4. Candidates to be eligible for the concessions in (1) or (2) must furnish an official certificate of the period and satisfactory character of their service, and if any doubt arise whether the service of any candidate is of the kind contemplated, the Secretary of State for India in Council reserves to the Civil Service Commissioners the right to decide the case upon its merits.

EXAMINATIONS FOR THE INDIAN CIVIL SERVICE.

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

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

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

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

ONE-YEAR PROBATIONERS.

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

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

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

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

An Indian assigned to Madras whose mother tongue is one of the two principal vernacular languages of the province must offer the other for examination. An Indian assigned elsewhere whose mother tongue is the principal vernacular language of the province to which he is assigned must substitute British History, 1760-1914, in place of the vernacular language.

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

	Marks.		Marks.
Hindu and Mohammadan Law	450	A classical language allowed under regulation 9.	400

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

TWO-YEAR PROBATIONERS.

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

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

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

An Indian assigned to Madras whose mother tongue is one of the two principal vernacular languages of the province must offer the other for examination. An Indian assigned elsewhere whose mother tongue is the principal vernacular language of the province to which he is assigned must substitute British History, 1760-1914, in place of the vernacular language.

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

	Marks.		Marks.
1. The vernacular	400	6. Notes of Cases	400
2. Indian Penal Code	400	7. Indian History	200
3. Code of Criminal Procedure	200	8. Economics	400
4. Indian Evidence Act	200	9. Riding	200
5. Hindu and Mohammadan Law	400		

An Indian assigned to Madras whose mother tongue is one of the two principal vernacular of the province must offer the other for examination. An Indian assigned elsewhere whose mother tongue is the principal vernacular language of his province must substitute European History, 1760-1914, in place of the vernacular language.

(8) In addition a probationer may offer as an optional subject at the Final Examination a classical language allowed under rule 9. To this subject 400 marks are allotted.

ONE-YEAR AND TWO-YEAR PROBATIONERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N.B.—The Secretary of State for India gives notice that the amount of the allowances will be re-considered in 1923, with a view to a possible reduction with effect from the instalment payable in December, 1924.

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

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

(1) His failure to pass the Final Examination within the time prescribed by the regulations, and to satisfy the Civil Service Commissioners of his fitness for admission to the Indian Civil Service; or

(2) His subsequent failure to execute the usual covenant, and to proceed to India, as and when he shall be directed by the Secretary of State for India.

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

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

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

Civil Service Commission,
September, 1922.

INDIAN CIVIL SERVICE.

Syllabus for the Open Competitive Examination of August, 1923, for Appointments in the Indian Civil Service, and for any other Competition that may be held in combination therewith.

The competitions to which the same syllabus applies and which may, if required, be held simultaneously are—
Junior Grade of the Administrative Class (Men) in the Home Civil Service.
Colonial Service: Eastern Cadetships.
Foreign Office and Diplomatic Service.
Consular Services, General, Levant, and Far East.

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

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

Note 3.—Candidates who desire to offer any of the subjects 28, 30-44, 46, or 47 must send to the Secretary of the Civil Service Commission, so as to arrive not later than June 1, 1923, the evidence of training prescribed in the Syllabus. Such evidence should be in the form of a certificate signed by a responsible officer of the College or Institution, and may be sent in advance of the form of application. When a candidate has been refused permission to take one of these subjects before June 1, he will be allowed to substitute another subject within the regulations. Permission to change the selection of subjects may be withheld after June 1, 1923.

SECTION A.

1. *Essay.*—An Essay to be written on one of several specified subjects.

2. *English.*—A paper of questions to test the understanding of English and the workmanlike use of words. An optional exercise in the writing of verse will be included.

3. *Present Day.*—Questions on contemporary subjects, social, economic, and political. A liberal choice of questions will be given. Effective and skilful exposition will be expected.

4. *Everyday Science.*—In this subject such knowledge will be expected as a candidate will have who has studied science intelligently at school and has since then kept his eyes open. A liberal choice of questions will be given. Attention should be paid to orderly, effective, and exact expression.

5. *Auxiliary Language.*—Passages dealing with history and politics may be set, but no technical matter. Verse is not excluded. Accuracy and skill in the use of English will be expected.

6. *Viva Voce.*—The examination will be in matters of general interest, not in matters of academic interest; it is intended to test the candidate's alertness, intelligence, and intellectual outlook.

SECTION B.

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

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

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

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

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

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

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

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

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

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

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

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

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

PHILOSOPHY: Subjects 20-23.—In each of the four subjects the history of the subject will be included. Candidates will have an opportunity of showing their strength either in Ancient Philosophy or in Modern Philosophy.

22. *Logic.*—Questions on mathematical logic may be included, i.e., on the Logic of Mathematics, Symbolic Logic, and the Logic of probability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Electricity and magnetism.

Thermodynamics, kinetic theory of gases, radiation.

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

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

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

29. *Statistics.*—The questions to be set will cover—

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

- (2) Practical methods used in the analysis and interpretation of statistics of prices, wages and incomes, trade, transport, production and consumption, education, &c.; the more elementary methods of dealing with population and vital statistics; miscellaneous methods used in handling statistics of experiments or observations.
- (3) Elements of modern mathematical theory of statistics: frequency curves and the mathematical representation of groups generally; accuracy of sampling as affecting averages, percentages, the standard deviation; significance of observed differences between averages of groups, &c.; the theory of correlation for two variables.

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

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

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

- | | |
|----------------------|---|
| 34. Lower Botany.— | } Vegetable Physiology will be included in each division. |
| 35. Higher Botany.— | |
| 36. Lower Geology.— | } Mineralogy will be included in each division. |
| 37. Higher Geology.— | |

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

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

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

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

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

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

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

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

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

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

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

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

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

PERIOD 1.

Chaucer		Malory		Spenser		Shakespeare		Bacon		Milton		Bunyan
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PERIOD 2.

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

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

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

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

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

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

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

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

52. *Greek Language*.—As for Latin.
53. *Greek Civilization*.—Greek History and Literature. In history the main stress will be on the period 510 B.C. to 323 B.C.
54. *French Language*.—Translation, free composition, set composition, and conversation.
55. *French Civilization*.—French History and Literature. The outlines of the history and development prior to 1589 should be known; the period from 1589 to 1660 in somewhat more detail; but the main stress will be on the period from 1660 to the present day.
56. *German*.—As for French.
57. *German Civilization*.—German History and Literature. Candidates should know in outline the history of the Medieval Empire, of the growth of the German cities, of the Reformation in Germany, and of the Thirty Years War; but the main stress will be on the period from the accession of Frederick the Great to the present day.
58. *Spanish, Italian, Language*.—As for French.
59. *Spanish Civilization*.—Spanish History and Literature. In history the main stress will be laid on the periods from the Union of Castile and Aragon under Ferdinand and Isabella to the liberation of the Netherlands, and again from 1800 to the present day.
- Italian Civilization*.—Italian History and Literature. In history the main stress will be on the 15th century and the first half of the 16th century, and again on the period from 1789 to the present day. Sufficient should be known of the earlier period to understand the position of the Pope and the Emperor in Italy, the rise of the towns, and the position of Dante in history.
60. *Russian Language*.—As for French.
61. *Russian Civilization*.—Russian History and Literature. Something should be known of the history since the accession of Peter the Great, but the main stress will be laid on the period from 1800 to the present day. Only the broadest outline of the history prior to Peter the Great will be required.
62. *Arabic Language*.—Translation, free composition, set composition, conversation. The examination will be in the modern language.
63. *Arabic Civilization*.—Arabic History and Literature. The main stress in both history and literature will be on the period from the middle of the 6th century A.D. to the middle of the 13th century A.D.
64. *Persian Language*.—Translation, free composition, set composition, conversation. The examination will be in the modern language.
65. *Persian Civilization*.—Persian History and Literature. The main stress in both history and literature will be laid on the period 1000 A.D. to 1500 A.D., candidates will be expected to have a general knowledge of the history of Persia before 1000 A.D. and from 1500 A.D. to the present time.

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

66. *Sanskrit Language*.—Translation, prose composition, and questions on Vedic and Sanskrit grammar. Both Vedic and classical Sanskrit passages will be set for translation; composition will be required in classical Sanskrit alone.
67. *Sanskrit Civilization*.—Sanskrit literature and the history of the civilization and thought of India from the Vedic period to A.D. 1200.

Civil Service Commission,
September, 1922.

“ THE BIRTHS AND DEATHS REGISTRATION ORDINANCE, 1895.”

WHEREAS by a Notification dated July 1, 1899, published in *Government Gazette* No. 5,629 of the same date, His Excellency the Governor, with the advice of the Executive Council, divided the several Provinces of the Island for the purposes of the registration of births and deaths into the divisions specified in the schedules to the said Notification :

And whereas it is expedient to amend and alter one of the divisions contained in the said schedule, namely, division No. 23 specified in Part IV. of the said schedule to the said Notification :

It is hereby notified that His Excellency the Officer Administering the Government, in exercise of the powers vested in him by section 6 of “ The Births and Deaths Registration Ordinance, 1895,” as amended by “ The Births and Deaths Registration (Amendment) Ordinance, 1900,” and with the advice of the Executive Council, has been pleased to amend and alter, with effect from January 1, 1923, the division specified in the first column of annexed schedule in the manner specified in the second column thereof.

Colonial Secretary's Office,
Colombo, December 1, 1922.

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

SCHEDULE REFERRED TO.

Southern Province.—Galle District.

Division as defined by Notification
dated July 1, 1899.

23.—*Habarakada Division.*

Boundaries.—North by Embalagedera and Ranketa-ela; south by Weerapanakariya and Dolakadaima; east by Kabaragoibawa at Thalagigunmaduwa; and west by Dehigeta-dola.

Division as defined by this
Notification.

23 A.—*Habarakada Division.*

Boundaries.—North by boundary limit of Pasdun korale, Ranketa-ela, village limit of Neluwa; east by village limits of Lelwala and Medagama and Morawak korale; south by Heeralugedera-dola, Dehigeta-dola, Paradel-ela, and Demalunnehena; west by boundary limit of Pasdun korale and Hinidumkanda.

23 B.—*Opata Division.*

Boundaries.—North by Heeralugedera-ela; east by boundary limit of Morawak korale; south by Kariya-dola and boundary limit of Weligam korale; west by village limits of Panangala and Koralegama.

ORDINANCE NO. 20 OF 1896.

IT is hereby notified that the following by-laws made by the Board of Improvement, Nuwara Eliya, in pursuance of section 30, sub-section (19), of Ordinance No. 20 of 1896, have been submitted to and confirmed by His Excellency the Officer Administering the Government, acting with the advice of the Executive Council.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 13, 1922.

B. HORSBURGH,
Acting Colonial Secretary.

BY-LAWS FOR THE REMOVAL AND DISPOSAL OF HOUSE REFUSE.

1. The Chairman, when especially empowered thereto by resolution of the Board, may by notice in writing prohibit the owner or occupier of any house, or building from disposing of dust, ashes, sweepings, rubbish, and other refuse on his own premises.

2. Permission may be granted in writing by the Chairman to any owner or occupier of any house or building to have the dust, ashes, sweepings, rubbish, and other refuse accumulating in his premises buried or burned on his own premises.

3. Every person who has not had authority to dispose of the dust, ashes, sweepings, rubbish, and other refuse on his own premises is required to arrange for the removal of his refuse by the Board of Improvement.

4. Every owner or occupier of a house or building assessed at an annual value of Rs. 500 and over employing the Board of Improvement scavenging workmen for the removal of refuse shall pay monthly in advance to the Board the rates approved by the Board. The sums payable, if not paid on or before the tenth of the month in respect of which they shall be due, may be reported by the Chairman to the Police Magistrate of Nuwara Eliya, and recovered in the same way as if they were a fine imposed by such Magistrate.

"THE CEYLON MEDICAL COLLEGE ORDINANCE, 1905."

RULES made by the Council of the Ceylon Medical College, under section 14 of "The Ceylon Medical College Ordinance, 1905," and approved by His Excellency the Officer Administering the Government and the Executive Council.

By His Excellency's command,

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

B. HORSBURGH,
Acting Colonial Secretary.

RULES REFERRED TO.

(a) *Materia Medica* which has hitherto been one of the subjects of the Second Professional Examination, is deleted from the Syllabus of this examination and included in that of the Third Professional Examination.

(b) Students who have had a course of lectures in *Materia Medica*, *Pharmacology*, and *Therapeutics*, are exempted from taking this course over again; and students who have passed in *Materia Medica* are exempted from taking this subject at their Third Professional Examination.

(c) Students who have passed in *Anatomy and Physiology* at the Second Professional Examination of this College will be awarded their Second Professional Certificates, as this examination, will, under the new scheme, be only in *Anatomy and Physiology*.

(d) Students who have passed the Second Professional Examination of this College will be allowed to attend the lectures in *Midwifery* before they proceed to commence practical work in this subject.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

IT is hereby notified for general information that His Excellency the Officer Administering the Government in Executive Council, in exercise of the powers vested in him by section 7 of "The Ceylon Telegraph Ordinance, 1908," has been pleased to sanction the following scale of charges for the use of the telephone trunk line between the Giriulla Post Office and the other stations named.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 14, 1922.

B. HORSBURGH,
Acting Colonial Secretary.

SCALE OF CHARGES FOR THREE MINUTES' CONVERSATION.

Note.—Additional fee of 10 cents is charged for the use of the Call Office.

Between Giriulla and—	Cents.	Between Giriulla and—	Cents.
Colombo ..	50.	Kurunegala ..	25
Dandagamawa ..	25	Polgahawela ..	15
Kandy ..	50		

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

IT is hereby notified for general information that His Excellency the Officer Administering the Government in Executive Council, in exercise of the powers vested in him by section 7 of "The Ceylon Telegraph Ordinance, 1908," has been pleased to revoke rule 102 of the rules framed under the said section dated August 19, 1909, published in the Supplement to the *Ceylon Government Gazette* No. 6,325 of August 27, 1909.

Colonial Secretary's Office,
Colombo, December 14, 1922.

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

NOTICE is hereby given, in accordance with Land Sale Regulations 59 and 60, that an application has been received from Mr. F. R. Xavier, of Koraikallimadu in the Batticaloa District, Eastern Province, for a special lease to him of the following allotments of land for the purpose of cattle pasture:—

Preliminary plan 5,698. Village—Santively in Koralai pattu.

Lot.	Name of Land.	Description.	Extent.		
			A.	R.	P.
8	Palayaditonakadu or Magalankenikadu	Jungle	10	2	15
11	Palayaditonakadu	do.	35	3	37

Unless any valid representations to the contrary are received by the Government Agent, Eastern Province, within six weeks from the date hereof, the lots in question will be leased on an annual ground rent of Re. 1 per acre for a term of 99 years to Mr. F. R. Xavier, who being the owner of the adjoining lands is in an advantageous position to convert the lots into pasture lands.

Colonial Secretary's Office,
Colombo, December 8, 1922.

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

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

IT is hereby notified for general information, under motor by-law No. 18 (4) A, published in the *Government Gazette* of August 18, 1922, that His Excellency the Officer Administering the Government has been pleased to declare that the road mentioned in the schedule hereto annexed is unsuitable for motor vehicles exceeding 2 tons in weight when fully loaded and equipped.

Colonial Secretary's Office,
Colombo, December 14, 1922.

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

Schedule.

GALLE DISTRICT.

Four Gravets and Gangaboda Pattu.

Hirimbure to Baddegama.

"THE MINES AND MACHINERY PROTECTION ORDINANCE, 1896."

IT is hereby notified that His Excellency the Officer Administering the Government, in exercise of the powers vested in him by section 4 of "The Mines and Machinery Protection Ordinance, 1896," as amended by section 3 of "The Mines and Machinery Protection (Amendment) Ordinance, No. 11 of 1914," and with the advice of the Executive Council, has been pleased to make the following variation to the rules published by Notification dated November 21, 1917.

Colonial Secretary's Office,
Colombo, December 14, 1922.

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

VARIATION REFERRED TO.

The designations "The Sanitary Commissioner," "Assistant Sanitary Commissioner," and "Sanitary Officers" shall be substituted for the designations "Senior Sanitary Officer," "Junior Sanitary Officer," and "Assistant Sanitary Officers," respectively, wherever the latter occur in the aforesaid rules.

"THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

IT is hereby notified that His Excellency the Officer Administering the Government, in exercise of the powers, vested in him by section 4 of "The Quarantine and Prevention of Diseases Ordinance, 1897," and with the advice of the Executive Council, has been pleased to make certain variations to the regulations made under the said Ordinance, and published by Notifications dated November 23, 1915, June 2, 1917, September 6, 1917, March 22, 1918 and May 16, 1919, as set out in the schedule annexed hereto.

Colonial Secretary's Office,
Colombo, December 14, 1922.

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

SCHEDULE.

The designations "The Sanitary Commissioner," "Assistant Sanitary Commissioner," and "Sanitary Officers" shall be substituted for the designations "Senior Sanitary Officer," "Junior Sanitary Officer," and "Assistant Sanitary Officers," respectively, wherever the latter occur in the aforesaid regulations.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

NOTICE is hereby given that His Excellency the Officer Administering the Government, in exercise of the powers vested in him by section 34 of "The Cemeteries and Burials Ordinance, No. 9 of 1899," and on the recommendation of the proper authority, to wit, the Government Agent, Western Province, made under the said section 34, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground from the date hereof.

Colonial Secretary's Office,
Colombo, December 4, 1922.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

SCHEDULE.

Name of land: Andekumburevanata (Lot No. 1 in advance extract No. 1 of block survey preliminary plan 3).

Situation: Kumarimulla in the Gangaboda pattu of Siyane korale east, Colombo District.

Boundaries: On the north-east by the boundary limits of Kospitiyana village and Polwatte-owita claimed by M. Mathes Perera, on the south-east by Ambagahawatta claimed by Naina Lebbe Ahammadu Ali, on the south by Ambagahawatta claimed by Naina Lebbe Ahammadu Ali, and on the south-east by Etambagahawatta claimed by Naina Lebbe Ahammadu Ali.

Extent: 1 acre and 34 perches.

Community: Communal burial ground.

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

IT is hereby notified that the Sanitary Board of the District of Galle has, in terms of section 7 of "The Small Towns Sanitary Ordinance, 1892," as amended by "The Small Towns Sanitary (Amendment) Ordinance, No. 12 of 1913," and with the sanction of His Excellency the Officer Administering the Government and Executive Council, made and assessed a rate of six per cent. per annum for the year 1923 on the annual value of all houses and buildings of every description and all lands and tenements whatsoever within the town of Ambalangoda, in the District of Galle, of the Southern Province, save such as are by the said section of the said Ordinance exempted from the payment of such rate.

Colonial Secretary's Office,
Colombo, December 6, 1922.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information (a) that His Excellency the Officer Administering the Government has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that those dhoby villagers of Halpanwila, who are now living at Nagawila and are about to go back and settle in Halpanwila, in the Kumarawanni pattu korale of the Demala hatpattu of the Puttalam District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Assistant Government Agent of Puttalam District of the North-Western Province, in accordance with the rules made under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Officer Administering the Government reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit.

Colonial Secretary's Office,
Colombo, December 5, 1922.

By His Excellency's command,

B. HORSBURGH,
Acting Colonial Secretary.

SCHEDULE REFERRED TO.

The following lots situate in the village of Halpanwila, in the Kumarawanni pattu korale of the Demala hatpattu of the Puttalam District, in the North-Western Province:—

Block survey preliminary plan 1,833.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
24 ..	Dewalegawahena and Kohombagahahena ..	14	3	25
26 ..	Nikalandehena ..	10	1	39
29 ..	Hikgahamulahena ..	4	2	34

(Exclusive of the elas passing through the lands.)

30 0 18

" THE VILLAGE COMMUNITIES ORDINANCE, 1889."

THE following additional rules Nos. 86 and 87 made under section 6 of the " The Village Communities Ordinance, 1889," by the Village Committee duly elected under section 16 of the said Ordinance by the inhabitants of Galboda and Kinigoda korales, Paranakuru korale, Beligal korale and Three Korales and Lower Bulatgama of Kegalla District, Province of Sabaragamuwa, and approved by His Excellency the Officer Administering the Government, with the advice of the Executive Council, are published for general information, under section 7 of the said Ordinance.

Colonial Secretary's Office,
Colombo, December 6, 1922.

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

RULES REFERRED TO.

86. If any house, building, or wall, or anything affixed thereon be deemed by the Chairman of the Village Committee to be in such condition as to be dangerous to the neighbouring houses or buildings or the occupiers thereof or to passengers, he shall cause notice in writing to be served upon the owner or occupier requiring him—

(a) If it appears to be necessary to such Chairman, within 24 hours after the service of the notice, to cause a proper board or fence to be put up for the protection of passengers ;

(b) Within three days after the service of the notice to take down, secure, or repair such house, building, or wall, or anything affixed thereon, or otherwise put an end to the dangerous condition, as to the case may require.

87. Any person making default in compliance with any such notice shall be guilty of an offence against these rules, and in any such case the Chairman of the Village Committee may employ any person to do the work which ought to have been done, and any fine imposed on the person making default may be appropriated for the payment of any person so employed in manner provided by the Ordinance.

" THE LOCAL BOARDS ORDINANCE, 1898."

THE following by-law made by the Local Board of Kurunegala, under section 56 (20 A) of Ordinance No. 13 of 1898, as amended by Ordinance No. 29 of 1914, and confirmed by His Excellency the Officer Administering the Government, with the advice of the Executive Council, is published for general information.

Colonial Secretary's Office,
Colombo, December 5, 1922.

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

BY-LAW REFERRED TO.

Where a dry-earth closet has been provided for the use of a building it shall be incumbent on the occupant to provide a suitable bucket or buckets therefor, to register his name at the Local Board Office, and to pay the Board the sum of Rs. 2 per mensem for each bucket as fee for the conservancy of the latrine, unless the owner has, by written agreement with the occupant (the onus of proving which shall lie on the occupant) taken upon himself the duties mentioned above. If the owner has so taken on himself the responsibility, he shall provide the bucket or buckets, register his name at the Local Board Office, and pay the Board the sum of Rs. 2 monthly for each bucket.

Where latrines are built to serve a set of tenements in common the above duties shall fall on the owner.

" THE INSECT PEST AND QUARANTINE ORDINANCE, No. 5 OF 1901."

IT is hereby notified for general information that His Excellency the Officer Administering the Government, in exercise of the powers in him vested by section 3 of " The Insect Pest and Quarantine Ordinance, No. 5 of 1901," with the advice of the Executive Council, has been pleased to revoke the regulations for preventing the spread of Fluted Scale (*Icerya purchasi*), made under the said Ordinance, dated July 13, 1917, and published in the *Government Gazette* No. 6,888 of July 20, 1917.

Colonial Secretary's Office,
Colombo, December 1, 1922.

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

Notification under Section 29 of " The Enemy Property Ordinance, No. 20 of 1916."

IT is hereby notified, under section 29 of " The Enemy Property Ordinance, No. 20 of 1916," that the liquidation of the enemy firm of E. A. O. Wild has been completed.

Colombo, December 9, 1922.

F. MARSHALL,
Custodian of Enemy Property.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the contract for the conveyance of mails for a period of (a) two years or (b) for four years from October 1, 1923, between Kurunegala Post Office and Nikaweratiya Post Office, once daily each way as follows:—

- (1) By coach drawn by two horses; or
 - (2) By coach drawn by two bulls; or
 - (3) By motor coach; or
 - (4) By motor van or lorry; or
 - (5) By motor car.
2. If passengers are carried special accommodation must be provided in order that the mails may be preserved from damages.
3. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.
4. Separate tenders are invited for each of the above services.
5. The contractor will be required to provide such number of coaches, horses, or bulls, or motor conveyances as will, in the opinion of the Postmaster-General, be necessary for the service, and every such coach, horse, or bull, or such motor before being employed in the service will be subject to the approval of the Postmaster-General.
6. 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, or be sent to him through the post.
7. Tenders should be marked "Tender for the Conveyance of Mails between Kurunegala Post Office and Nikaweratiya Post Office" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, January 30, 1923.
8. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.
9. Any alteration in a tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.
10. A deposit of Rs. 100 for this service must be made at the General Treasury, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days or receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.
11. Security to the amount of one-tenth of the yearly subsidy asked will be required in cash for each service.
12. Tenders for this service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.
13. All other information can be obtained on application to the Postmaster-General.
14. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled.
15. The Postmaster-General reserves to himself the right, without question, of rejecting any or all of the tenders, and the right of accepting any portion of a tender.

General Post Office,
Colombo, December 5, 1922.

F. J. SMITH,
Postmaster-General.

TENDERS are hereby invited for the contract for the conveyance of mails from October 1, 1923, once daily between the Post Offices at Kurunegala and Madampe by (1) coach drawn by two bulls, or (2) by motor lorry, or (3) by motor van, or (4) by motor car.

2. If passengers are carried special accommodation for mails must be provided in order that the mails may be preserved from all damage.

3. Separate tenders are required for each of the above services.

4. Tenderers should quote the annual rates of subsidy required (1) for a two years' contract, (2), (3), and (4) for a four years' contract.

5. The hours of arrival and departure of the conveyances to be fixed from time to time by the Postmaster-General.

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

7. The contractor will be required to provide extra conveyances at all times when necessary to meet the exigencies of the mail service without any charge.

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

9. Tenders should be marked "Tender for the Conveyance of Mails between Madampe and Kurunegala" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday Tuesday, January 30, 1923.

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

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

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

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

14. Tenders for the above services must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

15. The contract cannot be assigned or sublet without the authority of the Tender Board.

16. All other information can be obtained on application to the Postmaster-General.

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

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

General Post Office,
Colombo, December 5, 1922.

F. J. SMITH,
Postmaster-General.

TENDERS are hereby invited for the contract for the conveyance of mails between the Galle Railway Station and the Post Office at Galle from October 1, 1923, for (a) two years or (b) four years at such hours and for such number of trips as may be specified by the Postmaster-General—

By (1) horse van or (2) motor conveyance.

2. The contractor will be required to provide extra vans at all times when necessary to meet the exigencies of the mail service without any charge.

3. The contractor will be required to employ a sufficient number of coolies to deliver and receive mails to and from the Railway Guards.

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

5. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Postmaster-General. Tenders should either be deposited in the tender box in the Office of the Postmaster-General, or be sent to him through the post.

6. Tenders should be marked "Tender for the Conveyance of Mails between Galle Railway Station and the Post Office" in the left hand top corner of the envelope, and should reach the Office of the Postmaster-General not later than midday on Tuesday, January 30, 1923.

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

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

9. A deposit of Rs. 50 must be made with the Postmaster-General, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

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

11. All other information can be obtained on application to the Postmaster-General, Colombo.

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

13. The Postmaster-General reserves to himself the right, without question, of rejecting any or all of the tenders, and the right of accepting any portion of a tender.

General Post Office,
Colombo, December 5, 1922.

F. J. SMITH,
Postmaster-General.

TENDERS are hereby invited for the conveyance of mails between Polgahawela and Kegalla from October 1, 1923.

2. Separate tenders are invited for each of the following services:—

A—For four years, twice daily each way (morning and afternoon services), by motor (a) coach, or (b) lorry, or (c) van, or (d) car.

B—For two years, once daily each way (night service), (a) by coach drawn by two bulls or (b) by motor conveyance.

3. The contractors will be required to provide extra coaches or motor conveyances at all times when necessary to meet the exigencies of the mail service without any charge.

4. The contractors will be required to provide such number of coaches or motor conveyances as will, in the opinion of the Postmaster-General, be necessary for the services, and every such coach or motor conveyance before being employed in the service will be subject to the approval of the Postmaster-General.

5. The hours of arrival and departure, &c., to be fixed from time to time by the Postmaster-General.

6. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, or be sent to him through the post.

7. Tenders should be marked "Tender for the Conveyance of Mails between Polgahawela and Kegalla" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, January 30, 1923.

8. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and

no tender will be considered unless it is on the recognized form.

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

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

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

12. In the case of conveyances in which it is proposed to carry passengers and/or goods in addition to the mails, tenders must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not without the express permission of Government, increase the rate charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

13. All other information can be obtained on application to the Postmaster-General, Colombo.

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

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

General Post Office,
Colombo, December 5, 1922.

F. J. SMITH,
Postmaster-General.

SEPARATE tenders will be received by the Chairman, Sanitary Board, Kurunegala, up to 1 P.M. on Friday, December 22, 1922, for the following services during the year, 1923:—

Scavenging Contract.

1. For supplying a double-bullock scavenging cart with the necessary bulls and driver for the cart once a day for scavenging the bazaar at Polgahawela.

2. For supplying a double-bullock scavenging cart with the necessary bulls and driver for the cart once a day for scavenging the bazaar at Kuliyapitiya.

3. For the purchase of the rubbish and road sweepings at Polgahawela bazaar.

4. For the purchase of the rubbish and road sweepings at Kuliyapitiya bazaar.

Note.—The street sweepings are the property of the Board, and can be removed from a dumping ground to be fixed by the Chairman which will be within easy access to the town.

Tenderers should state separately the dates per month at which they are prepared to contract for the above services.

Removal of Night Soil.

1. For supplying a pair of bulls and one driver for the night soil cart at Polgahawela.

2. For supplying a pair of bulls and one driver for the night soil cart at Kuliyapitiya.

Successful tenderers will be required to enter into an agreement, the cost of which they will be required to pay, and should furnish security for 10 per cent. of the amount tendered for for the due performance of their contracts.

The Chairman reserves to himself the right of rejecting, without question, any or all the tenders.

Payment, at rates specified in the agreement for these services performed to the satisfaction of the Chairman or any other officer deputed by him, will be made monthly after the expiration of each month.

Further particulars can be obtained at the Kachcheri, Kurunegala, at any time between 10 A.M. and 4.30 P.M. on week days.

Kurunegala Kachcheri,
December 8, 1922.

K. SOMASUNTHARAM,
for Chairman.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned articles will be sold by public auction on Wednesday, the 20th instant, at 10 A.M., at the Government Training College premises:—

1 drainage cart | 1 large wooden lathe

Education Office,
Colombo, December 14, 1922.

L. MACRAE,
Director of Education.

THE under-mentioned unserviceable articles will be sold by public auction at 1 P.M. on Tuesday, the 19th instant, at the Postal Store:—

13 buckets, latrine 2 buckets, fire 1 box, letter, P. O., with stand 1 box, letter, R. O., with stand 36 lanterns, hurricane 4 lamps, hanging 3 lamps, table 1 board, R. O. 1 board, P. and T. 8 maps 3 burners, spare 1 scale, parcel	10 inkstands 2 tincutters 2 bells, call and runner 1 spear 25 drawer locks 10 knives 39 stampers, rubber 2 rulers 7 stoves with pans 5 letter trays 1 typewriter (Underwood) 3 cash boxes 24 typewriter covers 1 plier	19 typewriter boards 10 type boxes 1 desk, sloping (top plank only) 30 letter clips 20 tarpaulins 30 chairs 7 cash bowls 5 cash boards 11 bicycles 1 camp bed 3 stools 1 table, writing 1 rubbish bin	8 numbering machines 4 tricycles 2 tables, stamping 1 locker 1 lot broomsticks 1 lot uniform 1 lot empty drums 1 stop watch 1 runner watch 4 battery stands 2 tats
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Postmaster-General's Office,
Colombo, December 9, 1922.

T. WHITE,
for Postmaster-General.

VITAL STATISTICS

Registrar-General's Health Report of the City of Colombo for the Week ended December 9, 1922.

Births.—The total births registered in the city of Colombo in the week were 147 (2 Europeans, 2 Burghers, 89 Sinhalese, 26 Tamils, 21 Moors, 6 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1922, viz., 247,668) was 31·0, as against 30·7 in the preceding week, 34·8 in the corresponding week of last year, and 32·8 the weekly average for last year.

Deaths.—The total deaths registered were 150 (1 European, 4 Burghers, 83 Sinhalese, 27 Tamils, 23 Moors, 5 Malays, and 7 Others). The death-rate per 1,000 per annum was 31·6, as against 33·5 in the previous week, 38·4 in the corresponding week of last year, and 30·5 the weekly average for last year.

Infantile Deaths.—Of the 150 total deaths, 37 were of infants under one year of age, as against 31 in the preceding week, 59 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 16.

Principal Causes of Deaths.—1. (a) Nineteen deaths from *Phthisis* were registered, 11 in Maradana hospitals (including 7 deaths of non-residents), 3 in Slave Island, 2 in Kollupitiya, and 1 each in Kotahena North, Maradana North, and Wellawatta North, as against 9 in the previous week and 14 the weekly average for last year.

(b) Two deaths of residents of Colombo Town occurred at the Ragama hospital from *Phthisis* during the week.

2. (a) Eighteen deaths from *Pneumonia* were registered, 11 in Maradana hospitals (including 2 deaths of non-residents), 3 in New Bazaar, 2 in Kotahena North, and 1 each in St. Paul's and Kotahena South, as against 19 in the previous week and 17 the weekly average for last year.

(b) Seven deaths from *Influenza* were registered, 2 each in Kotahena South and New Bazaar, and 1 each in St. Paul's, Kotahena North, and Maradana North, as against 4 in the previous week and 5 the weekly average for last year.

3. Two deaths from *Enteric Fever* were registered, 1 each in Maradana hospital and Slave Island, as against 6 in the previous week and 4 the weekly average for last year.

4. Two deaths from *Plague* were registered, 1 each in Pettah and Maradana hospital, as against 4 in the previous week and 3 the weekly average for last year.

5. Sixteen deaths were registered from *Debility*, 9 from *Infantile Convulsions*, 7 from *Enteritis*, 5 from *Diarrhœa*, 4 each from *Dysentery* and *Tetanus*, 2 each from *Worms* and *Puerperal Septicæmia*, and 53 from other *Other Causes*.

6. Nine cases of *Enteric Fever*, 9 of *Measles*, 7 of *Chickentpox*, 7 of *Plague*, and 2 of *Smallpox* were reported during the week, as against 8, 13, 3, 3, and 1 respectively of the preceding week.

State of the Weather.—The mean temperature of air was 77·8°, against 79·8° in the preceding week and 81·6° in the corresponding week of the previous year. The mean atmospheric pressure was 29·898 in., against 29·834 in. in the preceding week and 30·002 in. in the corresponding week of the previous year. The total rainfall in the week was 3·08 in., against 2·10 in. in the preceding week and 0·85 in. in the corresponding week of the previous year.

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

FRED. L. ANTHONISZ,
for Registrar-General.

1 1/2 Pages
11/15/22
11/15/22
UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF APTHORPE ESTATES, LIMITED.

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

- (r) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (s) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (t) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z1) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either fully or partly paid up for such purpose.
- (z2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly other.
- (z3) 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.
- (z4) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them, or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

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

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
C. M. POPE, Colombo	One
EDWARD D. BOWMAN, Baddegama	One
A. D. CALLANDER, Tebuwana	One
R. N. ROWBOTHAM, Udugama	One
A. B. PIETERSZ, Colombo	One
A. R. WESTROP, Colombo	One
SYDNEY JULIUS, Colombo	One
Total Shares taken	Seven

Witness to the above signatures:

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

Dated the 27th day of November, 1922.

ARTICLES OF ASSOCIATION OF APTHORPE ESTATES, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

"Secretary" or "Secretaries" means the person, firm, or corporation for the time being appointed by the Board to fulfil the duties of Secretary of the Company.

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 50,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares, except when otherwise provided, shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the

vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall (subject to the provisions of Article 5) be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company shall direct, and; if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

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

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except 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 36 to become a Shareholder in respect of any share.

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

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

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

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

CALLS.

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

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

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

25. 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 the 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 of favour.

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

TRANSFER OF SHARES.

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

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

29. 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.

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

31. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred, and by such evidence as the Directors may reasonably require to prove the title

of the transferor, and a fee of Two Rupees and fifty cents, or such other sums as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

32. 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.

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

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

TRANSMISSION OF SHARES.

35. The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to the shares of such Shareholder.

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

37. If any person who shall become entitled to be registered in respect of any share under clause 36 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; and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

41. 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.

42. 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.

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

44. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold, or re-allotted, or otherwise disposed of under Article 41 hereof shall be redeemable after sale or disposal.

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

46. 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.

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

48. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 46 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

BORROWING POWERS.

50. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees One hundred thousand (Rs. 100,000).

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

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

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

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

GENERAL MEETINGS.

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

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

57. The General Meetings mentioned in the last preceding clause shall be called Ordinary General Meetings, all other Meetings of the Company shall be called Extraordinary General Meetings.

58. The Directors may, whenever they think fit, call an Extraordinary General Meeting of the Company, and the Directors shall do so upon a requisition made in writing by not less than one-eighth of the number of Shareholders of the Company for the time being, holding not less, in the aggregate, than one-eighth part of the shares of the Company for the time being subscribed for and entitled to vote.

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

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

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

62. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette* or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the 2nd meeting contingently upon the resolution being passed by the requisite majority at the 1st meeting. The accidental omission to give any such notice shall not invalidate any resolution passed at any such meeting.

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

64. 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.

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

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

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

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

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

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

70. 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.

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

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

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

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

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

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

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

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

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

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

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

The instrument appointing a proxy may be in the following form:—

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

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

82. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such votes shall be tendered; and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

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

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

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

86. The first Directors shall be Robert Brough, Alexander David Callander, and Charles Meredyth Pope. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

The Directors may confer on the Managing Director or Managing Directors all or any duties and powers that might be conferred on any Manager of the Company.

If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

ROTATION OF DIRECTORS.

88. At the first Ordinary General Meeting of the Company all the Directors shall retire from office, and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 89.

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

90. 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.

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

92. The Ordinary General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent Ordinary General Meeting.

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

94. The Company may from time to time by special resolution increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

95. 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.

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

100. The office of Director shall be vacated—

(a) If he accepts or holds any office or place of profit under the Company other than Managing Director, Visiting Agent, Superintendent, Secretary, Agent, or Trustee for Debenture Holders.

(b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.

(c) If by reason of mental or bodily infirmity he becomes incapable of acting.

(d) If he ceases to hold the required number of shares to qualify him for the office.

(e) If he resigns his office under the provisions of clause 96.

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

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

POWERS OF DIRECTORS.

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

103. 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 shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

104. The Directors shall have power to make, and may make, such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers,

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

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

The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

106. 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.

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

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

109. It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the whole of the business, estates, and effects of the Company, 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.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon, any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents, with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company, which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (f) To delegate any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

113. 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.

114. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman thereof shall have a casting vote in addition to his vote as a Director.

115. 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.

116. 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.

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

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

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

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

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

ACCOUNTS.

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

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

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

124. Every such statement shall be accompanied by a report as to the state and condition of the Company and as to the amount which the Directors recommend should be paid out of the profits by way of dividend or bonus to the Shareholders, and the statements, report, and balance sheet shall be signed by the Directors.

125. A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

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

AUDIT.

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

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

129. 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.

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

135. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

136. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund and may invest the same in such securities as they may select, or place the same in fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing

dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

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

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

140. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums of moneys as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact that such sums or any of them are not payable until after the date when such dividend or bonus is payable.

141. Notice of any dividend that has been declared, or of any bonus to be paid, shall be given to each Shareholder entitled thereto, and any dividend or bonus unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

142. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

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

NOTICES.

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

145. Every Shareholder shall give an address in Ceylon which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

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

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

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

149. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 145 shall not be entitled to be given any notices.

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

ARBITRATION.

151. 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.

152. 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.

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

154. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any sale shall be made of any or all of the assets of the Company in exchange for shares in the purchasing company, either ordinary, fully paid, or part paid, or preference, any contributory who would be effected thereby shall have a right to dissent as if such resolution were a special

resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration, as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

C. M. POPE.
EDWARD D. BOWMAN.
A. D. CALLANDER.
R. N. ROWBOTHAM.
A. B. PIETERSZ.
A. K. WESTROP.
SYDNEY JULIUS.

Witness to the above signatures at Colombo, this 29th day of November, 1922 :

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

[First Publication.]

MEMORANDUM OF ASSOCIATION OF THE GALLEBODDE ESTATES COMPANY OF CEYLON, LIMITED.

1. The name of the Company is "THE GALLEBODDE ESTATES COMPANY OF CEYLON, LIMITED."

2. The registered office of the Company is to be established in Colombo.

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

- (a) To purchase from the proprietors thereof the Gallebodde, Palagal, and Mastnawatte estates, situate in the Ambegamuwa District of Ceylon, and Hagalla and Maddakelle estates, situate in the Knuckles District of Ceylon.
- (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
- (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licenses, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark, or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
- (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (e) To clear, open, plant, cultivate, improve, and develop the said properties or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, fanie plants, trees, and other natural products in Ceylon or elsewhere.
- (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut and coffee curing mills, any other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (g) To enter into any arrangement or agreement with Government, or any authorities, and obtain rights, concessions, and privileges.
- (h) To hire, lease, or purchase land either with any other person or company, or otherwise, and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company at the cost of the Company, and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in h or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as Agents for others, and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.

- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests of any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects, wholly or in part, similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company;
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares, either fully or partly paid up, for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares (the shares whether wholly or partially paid up) of any Company, or the mortgages, debentures, or obligations of any Company or person, or partly one and partly the other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into Two hundred thousand (200,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.
- We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names :—

Names and Addresses of Subscribers.	Number of Shares taken by each Shareholder.
E. O. MACKWOOD, Colombo	One
H. F. PARFITT, Colombo	One
J. C. KELLY, Colombo	One
J. F. SIBBALD, Colombo	One
L. E. BAKER, Colombo	One
O. B. FORBES, Colombo	One
W. E. DRURY, Colombo	One
Total number of Shares taken .. .	Seven

Witness to the above seven signatures at Colombo, this Twenty-ninth day of November, 1922 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE GALLEBODDE ESTATES COMPANY OF CEYLON, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000), divided into 200,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

of shares not fully paid up, to any person not approved by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declination shall be absolute.

33. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty Cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 32, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

37. The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to the shares of such Shareholder.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

55. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Four hundred thousand (Rs. 400,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

67. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the object and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the 2nd meeting contingently upon the resolution being passed by the requisite majority at the 1st meeting.

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

86. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than forty-eight hours before the time appointed for holding the meeting at which the person named in such instrument proposes to vote.

The instrument appointing a proxy may be in the following form :—

The Gallebodde Estates Company of Ceylon, Limited.

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

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

87. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such votes shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

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

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

91. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Five hundred rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors may repay to any Director all reasonable travelling and hotel expenses incurred by him in or about the *bona fide* performance of his duties as a Director, including all reasonable travelling expenses to and (or) from Board meetings.

92. The first Directors shall be Howard Frank Parfitt and Alfred Churchill Matthew, both of Colombo, and Archibald Thomas Sydney Smith of Lindula. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

The Directors may confer on the Managing Director or Managing Directors all or any duties and powers that might be conferred on any Manager of the Company.

If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

ROTATION OF DIRECTORS.

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

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

96. In case any question shall arise as to which of the Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

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

98. The Ordinary General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent Ordinary General Meeting.

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

106. The office of the Director shall be vacated—

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

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

POWERS OF DIRECTORS.

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

108. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 126 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

109. The Directors shall have power to make and may make such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable and without assigning any cause for so doing.

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

The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.

- (e) To invest any of the moneys of the Company, which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (f) To delegate any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any power may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

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

119. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman thereof shall have a casting vote in addition to his vote as a Director.

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

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

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

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

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

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

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

AGENTS AND SECRETARIES.

126. (a) The firm of Mackwoods, Limited, shall be the first Agents and Secretaries of the Company.

(b) Unless and until otherwise mutually arranged the Agents and Secretaries shall be entitled to receive by way of remuneration a sum not exceeding Rs. 5,000 per annum in addition to the customary commissions and charges usually charged by estate agents in Colombo.

ACCOUNTS.

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

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

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

130. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against

the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in case where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only a portion or such expenditure is charged against the income of the year.

131. The balance sheet shall contain a summary of the property and liabilities of the Company, arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies Ordinance, 1861," or as near thereto as circumstances admit.

132. Every such statement shall be accompanied by a report as to the state and condition of the Company and as to the amount which the Directors recommend should be paid out of the profits by way of dividend or bonus to the Shareholders, and the statement, report, and balance sheet shall be signed by the Directors.

133. A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

143. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year, provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

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

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

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

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

148. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums of money as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact that such sums or any of them are not payable until after the date when such dividend or bonus is payable.

149. Notice of any dividend that has been declared, or of any bonus to be paid, shall be given to each Shareholder entitled thereto, and any dividend or bonus unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

150. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

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

NOTICES.

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

153. Every Shareholder shall give an address in Ceylon which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

154. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notice so served

shall be deemed to be well served notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agent or Secretary or Agents or Secretaries of the Company, their own or some other address in Ceylon to which notices may be sent.

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

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

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

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

ARBITRATION.

159. Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

E. O. MACKWOOD.

H. F. PARFITT.

J. C. KELLY.

J. F. SIBBALD.

L. E. BAKER.

O. B. FORBES.

W. E. DEURY.

Witness to the above seven signatures at Colombo, this 29th Twenty-ninth of November, 1922 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

[First Publication]

MEMORANDUM OF ASSOCIATION OF THE BOPITIYA TEA ESTATES, LIMITED.

The name of the Company is "THE BOPITIYA TEA ESTATES, LIMITED."

2. The registered office of the Company is to be established in Colombo.

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

- (1) To purchase or otherwise acquire the Bopitiya, Mousakellie, and Neelawella Estates, situate in the Kandy District of the Island of Ceylon, as on and from the First day of January, 1923.
- (2) To purchase, take on lease, or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.

- (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
- (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
- (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
- (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account the property, rights, and information so acquired.
- (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
- (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
- (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
- (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (14) To enter into any arrangements with any authorities, Government, Municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (15) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of, and to subsidize or otherwise assist any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which seem may directly or indirectly calculated to benefit this Company.
- (16) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (17) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all.
- (18) To borrow or raise money for the purposes of the Company, or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company, either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (19) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licenses, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (20) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of, or belonging to or made or issued by, the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.

- (21) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (22) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (23) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (24) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (25) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone, or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business, or effectuate any object of the Company.
- (26) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for moneys, shares, debentures, or securities in any other Company, or for any other consideration.
- (27) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up), or in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (28) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures, or debenture stock, or obligations of any company or person or partly one and partly any other.
- (29) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (30) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the other "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One Million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) 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.
J. LOCHORE, Colombo	One
A. WARDEN, Colombo	One
R. A. SHARROCKS, Colombo	One
E. L. FRASER, Colombo	One
M. L. HOPKINS, Colombo	One
A. PELLY FRY, Colombo	One
T. HUNT, Colombo	One
Total number of Shares taken ..	Seven

Witness to the above signatures, at Colombo, this 5th day of December, 1922 :

LESLIE W. F. DE SARAM,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE BOPITIYA TEA ESTATES, 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 Bopitiya Tea Estates, 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 One million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) shares of Ten Rupees (Rs. 10) each.

SHARES.

8. *Allotment and Issue.*—The shares, except whether 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 off 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 Article 38 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 38 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

26. *Certificate to be delivered to the first named of Joint-holders not a Firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

TRANSFER OF SHARES.

27. *Exercise of Rights.*—No person shall exercise any right of a Shareholder until his name shall have been entered in the Register of Shareholders and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

28. *Transfer of Shares.*—Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

29. *No transfer to Minor or Person of Unsound Mind.*—No transfer of shares shall be made to a minor or person of unsound mind.

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

31. *Instrument of Transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company have a lien or otherwise; or to any person not approved by them.

33. *Not bound to state Reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

34. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 39 shall not, from any cause whatever, within 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, either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

41. *The Directors may accept Surrender of Shares.*—The Directors may accept, in the name and for the benefit of the Company, and upon such terms and conditions as may be agreed upon, a surrender of the shares of Shareholders who may be desirous of retiring from the Company.

42. (a) *If Call or Instalment be not paid, Notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

(d) *Shareholder still liable to pay Money owing at Time of Forfeiture.*—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

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

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

45. (a) *Certificates of Surrender or Forfeiture.*—A certificate in writing under the hands of two of the Directors and of the Agent or Secretary or Agents or Secretaries that a share has been duly surrendered or forfeited, stating the time when it was surrendered or forfeited, shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such surrender or forfeiture; such certificate and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate of proprietorship shall be delivered to any person who may purchase the same from the Company; such purchaser thereupon shall be deemed the holder of such share, discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

(b) *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

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

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

CALLS.

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

(b) *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board Meeting of the Directors, or by resolution in writing in terms of Article 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. *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 One hundred and Fifty thousand Rupees (Rs. 150,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the 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 documents containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

59. *Subsequent General Meetings.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is prescribed, at such time and place as may be determined by the Directors.

60. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

61. *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

62. *Requisition of Shareholders to state Object of Meeting; on Receipt of Requisition, Directors to call Meeting, and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionist may themselves convene an Extraordinary General Meeting to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

63. *Notice of Resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

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

65. *Business requiring and not requiring Notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors retiring in rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

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

67. *Quorum to be Present.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business two or more persons, being Shareholders entitled to vote, or persons holding proxies or powers of attorney from Shareholders entitled to vote.

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

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

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

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

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

VOTING AT MEETINGS.

73. *Votes.*—At any meeting every resolution shall 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. *Voting in Person or by Proxy or Attorney.*—Votes may be given either personally or by proxy or by attorney duly authorized.

78. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every one share held by him up to ten shares; he shall have an additional vote for every ten shares held by him beyond the first ten shares up to One hundred shares; an additional vote for every twenty-five shares beyond the first one hundred shares. When voting on a resolution involving the sale of the Company's estates or any of them or any part or portion thereof, or the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

The Bopitiya Tea Estates, Limited.

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

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

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

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

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act, except for the purpose of appointing another, and, if necessary, enabling him to be placed on the Register of Shareholders.

88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Rupees (Rs. 2,000) and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs. 5,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of first Directors and duration of their Office.*—The first Directors shall be Thomas Herbert Williams of Bramley, Kandapola; George Fellowes of Hapugastenne Group, Ratnapura; and the Hon. Mr. James Lochore of Colombo, 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 Directors subsequent to the First Ordinary General Meeting may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

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 Article 95.

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

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 the retiring Director is not filled up, the retiring Director may continue in office until the First Ordinary General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

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 Director to be vacated.*—The office of the Director shall be vacated—

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

Exceptions.—But the above rule shall be subject to the following exceptions:—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company, of which he is a Director, or by his being agent, or secretary, or proctor, or by his being a member of a firm who are agents, or secretaries, or proctors, of the Company; nevertheless, he shall not vote in respect of any contract work or business in which he may be personally interested.

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.

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 Bopitiya, Mousakellie, and Neelawella Estates, as on and from the 1st day of January, 1923.

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 period and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, or acquisition of the said Bopitiya, Mousakellie, and Neelawella Estates, and the purchase, lease, or acquisition of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

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

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 interests in any estate or estates, land or lands, or the sub-lease of the whole or any part or parts thereof to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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 persons to be members of such local board, or any managers or agents, and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares, and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company, and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person, except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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, and in case of an equality of votes, the Chairman thereat shall have a casting vote in addition to his vote as a Director.

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 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 receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company, and the accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

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 any of them shall be open to the inspection of the Shareholders; and no Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

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 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.

(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 right 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 extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

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 agent duly 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 appointment, 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 opened to the auditors for the purpose of audit.

NOTICES.

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

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 entitled 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 Colombo, this 5th day of December, 1922.

J. LOCHORE.
A. WARDEN.
R. A. SHARROCKS.
E. L. FRASER.
M. L. HOPKINS.
A. PELLY FRY.
T. HUNT.

Witness to the above signatures:

LESLIE W. F. DE SARAM,
Proctor, Supreme Court, Colombo.

[First Publication
Third Subscription]

MEMORANDUM OF ASSOCIATION OF THE RAIGAM KORALE MOTOR TOURING
COMPANY, LIMITED.

1. The name of the Company is "THE RAIGAM KORALE MOTOR TOURING COMPANY, LIMITED."
2. The registered office of the Company is to be established at Horana in Raigam Korale, in the District of Kalutara.
3. The objects for which the Company is to be established are—
 - (a) To carry on in the Island of Ceylon all or any of the following businesses, that is to say: carriers of passengers and goods, forwarding agents, merchants, exporters, importers, traders, engineers, repairers of vehicles, engines, and machinery of every description.
 - (b) To purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, motor cars, motor lorries, trucks, 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 or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (c) To build, make, construct, equip, maintain, improve, alter, and work factories, workshops, garages, manufactories, buildings, erections, roads, and other works and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated, directly or indirectly, to advance the Company's interests, and to contribute, to subsidise or otherwise assist, or take part in the construction, improvement, maintenance, working, management, carrying out or control thereof.
 - (d) 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.
 - (e) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon.
 - (f) To employ, engage, maintain, and dismiss managers, superintendents, assistants, clerks, chauffeurs, mechanics, 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.

- (g) 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.
- (h) To lend money on any terms and in any manner and on any security, and in particular on the security of motor and other vehicles, factories, plantations, buildings, workshops, garages, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all, and generally to transact financial business of any kind.
- (i) 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, or 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.
- (j) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other Company, having objects altogether or in part similar to that of this Company.
- (k) 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.
- (l) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (m) 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 about the formation or promotion of the Company or the conduct of its business.
- (n) 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.

4. The liability of the shareholders is limited.

5. The nominal capital of the Company is Fifty thousand Rupees (Rs. 50,000) divided into Five thousand (5,000) shares of Ten Rupees (Rs. 10), with power to increase or reduce the capital. The shares forming the capital (original, reduced or increased) of the Company may be subdivided or consolidated, and be held upon such terms as may be prescribed by the Articles 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 Shareholders.	Number of Shares taken by each Subscriber.
H. DON PEDRICK of Pokunuwita	Fifty
D. S. SAMARANAYAKE of Horana	Fifty
K. D. WIMALASEKARE of Horana	Fifty
M. M. PERERA of Panadure	Fifty
S. P. DERANIYAGALA of Kumbukke	Fifty
H. D. JOHN of Horana	Fifty
T. E. WIJESKERA of Panadure	Fifty
සේනසාමි (signature of D. S. KARUNARATNE of Horana)	Fifty
මංජුලා සේනසාමි (signature of M. FONSEKA of Horana)	Fifty
K. T. WIMALASEKARE of Horana	Fifty

Witness to the above signatures at Horana, this 12th day of November, 1922:—

J. E. L. WIRESINGHA,
Proctor, Supreme Court, and Notary Public.

THE ARTICLES OF ASSOCIATION OF THE RAIGAM KORALE MOTOR TOURING COMPANY, LIMITED.

The Articles of "The Raigam Korale Motor Touring Company, Limited," shall be the Articles contained in Table C in the Schedule annexed to "The Joint Stock Companies Ordinance, No. 4 of 1861," with the special provisions which shall be observed where they differ from the said Table C.

1. The nominal capital of the Company is Fifty thousand Rupees (Rs. 50,000) divided into Five thousand (5,000) shares of Ten Rupees (Rs. 10) each.

2. The number of Directors shall never be less than seven nor more than ten, seven of whom shall form a quorum.

3. The qualification of a Director shall be his holding not less than fifty shares.

4. The business of the Company shall be managed in such manner as may be determined by the Directors of the Company.

5. Except with the consent of the Managing Director and the Secretary, and, if there is no Managing Director, then of such other Director as may be determined by the Company, no shareholder who does not hold less than one hundred shares shall be entitled to inspect any books or papers of the Company other than the Balance Sheet and the Register of Shareholders and Mortgages.

6. Every shareholder having not less than five shares shall have one vote, and shall have an additional one vote for every ten shares beyond the first five shares up to fifty shares. In no case shall a shareholder be entitled to have more than five votes.

7. The certificates of shares shall be issued under the Seal of the Company and signed by the Managing Director and the Secretary of the Company, and, if there be no Managing Director, by some other Director in his place as may be determined by the Company.

8. Every shareholder shall be entitled to one certificate for all the shares registered in his name.

9. Subject to the restrictions of these Articles, any shareholder may transfer all or any of his shares by instruments in writing. No transfer of share shall be made to a minor or person of unsound mind.

10. The Directors may accept in the name and for the benefit of the Company, and upon such terms and conditions as may be agreed, a surrender of the shares of shareholders who may be desirous of retiring from the Company, which will be done after two years from the commencement of the Company.

11. The Directors shall be paid by way of remuneration for their services five per cent. of the nett income of the Company to be divided among them according to their services.
12. 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.
13. The Directors shall be at liberty to borrow from any Company or person for the purpose of carrying on the business of this Company any sum not exceeding Twenty-five thousand Rupees (Rs. 25,000) as may be sanctioned at a General Meeting.
14. The Directors shall have power to employ and engage managers, superintendents, assistants, clerks, chauffeurs, workmen, coolies, and other servants and labourers necessary for the carrying on of the business of the Company and pay them accordingly.
15. The Directors shall have power to enter into any agreement on behalf of the Company or person for the benefit of the Company.
16. The Company may by special resolution at a General Meeting alter and make provisions instead of, or in addition to, any of the regulations of the Company whether contained or comprised in these Articles or not.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at Horana, this 12th day of November, 1922:

H. DON PEDRICK.
 D. S. A. SAMARANAYAKE.
 K. D. WIMALASEKARE.
 M. M. PERERA.
 S. P. DERANIYAGALA.
 H. D. JOHN.
 T. E. WIJESSEKERA.
 ටී. ඒ. විජේසේකරා
 ටී. ඒ. ඩබ්ලිව්. ජොන්
 K. T. WIMALASEKARE.

Witness to the above signatures:

J. E. L. WIRESINGHA,
 Proctor, Supreme Court, and Notary Public.

[Third Publication.]

"Panakura Estates, Limited."

THE Transfer Books of this Company will be closed from December 23 to 30, 1922 (both days inclusive).

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

The Ceylon Motor Transit Company, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, No. 4A, Canal Street, Colombo, at 9 A.M. on Saturday, December 30, 1922.

Business.

1. To receive the report of the Directors and statement of accounts to June 30, 1922.
2. To elect two Directors.
3. To appoint Auditors for the current year.
4. To transact such other business as may duly be brought before the Meeting.

The Transfer Books of the Company will be closed from December 20 to 30, both days inclusive.

By order of the Directors,
 W. P. CONDERLAG,
 Colombo, December 14, 1922. Secretary.

Sale by Auction under Mortgage Decree.

Matale Rubber Estate.

UNDER commission issued to me in case No. 6,410, D. C., Colombo, for the recovery of the amount therein stated, I shall sell by public auction at my office, 84, Bristol building, Colombo, at 4 P.M. on Tuesday, January 9, 1923—Undivided $\frac{1}{2}$ part or share of Lecombe Estate, with the buildings, bungalows, and factories thereon, comprising the following allotments of land, which adjoin each other and form one property:—(1) Land called Pusweldaranamukalana, situated at Opalgala in Pallesiya pattu of Matale East, in the District of Matale, containing in extent 17 acres 3 roods and 22 perches; and (2) land called Pusweldaranamukalana, situated at Opalgala aforesaid, containing in extent 79 acres 2 roods and 10 perches.

Further particulars from J. M. Pereira, Esq., Proctor and Notary, Colombo, or

84, Bristol building,
 December 13, 1922.
 Phone 1627.

C. E. KARUNARATNA,
 Auctioneer.

Telegrams: Ratna, Colombo.

Auction Sale of Valuable Property at Paranawadiya lane near Ananda College.

Under Mortgage Decree, D. C. No. 4,388.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction at our rooms, No. 8, Canal Row, Fort, Colombo, on Wednesday, January 17, 1923, at 4 P.M., the following property, to wit:—

All that part of a garden, with the house and other buildings standing thereon bearing assessment No. 1,558/50 (1-3-3B, 4 and 4-5) Maligakand situated at Paranawadiya lane, Second Division, Maradana, within the Municipality of Colombo, Western Province, in extent 23 perches.

R. G. KOELMEN,
 of JENSEN & Co.,
 Auctioneer, and Brokers.
 Phone No. 733.

Auction Sale.

BY the orders of the District Court of Colombo in insolvency case No. 3,173, I shall sell on Saturday, the 23rd instant at 10 A.M., at premises No. 77, Layard's Broadway, Colombo, the office furniture and stock in trade of the insolvent, consisting of writing table, chairs, armchairs, typewriter (Underwood, and in working order), clock, weighing machine (new), kitul fibre, fibre hatching combs, lanterns, rickshaw, &c.

S. H. SELVAM JOSEPH,
 Colombo, December 12, 1922. Auctioneer and Broker.

Auction Sale of a Valuable House Property in Bambalapitiya.

(Under Mortgage Decree in D. C., Colombo, Case No. 5,482.)

BY virtue of a commission issued to me by the District Court of Colombo in case No. 5,482, I shall sell on Saturday, January 27, 1923, at 4 P.M., premises No. 85, Bambalapitiya. On this property is a substantial and desirable house, many coconut and other fruit trees.

This is situated at a distance of about 10 minutes walk from the Bambalapitiya Railway Station on the land side and behind the Bambalapitiya Police Station office.

For further particulars apply to J. H. Wasiah Joseph, Esq., Proctor, Dam street, Colombo.

S. H. SELVAM JOSEPH,
 Colombo, December 12, 1922. Auctioneer and Broker.

Auction Sale.

Valuable Properties situated at Meetotamulla and Wellampitiya, in the Ambatalenpahala, in the Alutkuru Korale South.

UPON commission issued to me by the District Court of Colombo in case No. 3,138/1921, I shall sell by public auction the following properties:—

On Saturday, January 6, 1923, at Mr. Rustomjee's Office, No. 32, Hulftsdorp street, commencing from 4 P.M.

1. All that allotment of land called Gorakagahawattakumbura marked letter D in the plan dated March 8, 1899, made by J. de A. Dissanayake, Surveyor, situated at Meetotamulla in Ambatalenpahala, in Alutkuru korale south, in the District of Colombo, Western Province; and bounded on the north by 1/7 portion of this land marked letter C, on the east by Kadurugasodellawatta, on the south by the portion of this land marked letters E, F, and G, and on the west by a portion of this land marked letter A allotted to Maragodage Saighone Pinto; containing in extent 2 acres and 14 perches.

2. All that allotment of field called Gorakagahawillakumbura marked letter G (being 1/7 portion), situated at Meetotamulla aforesaid; and bounded on the north by 1/7 portion of the same field marked letter D allotted to Hettige Don Simon Goonewardena and Kadurugasodellawatta, on the east by 1/7 portion of the same field marked letter H allotted to Hettige Don Paulus Goonewardena, on the south by lands of Allis Appu, Melias Appu, Hettige Don Paulis Appu, and others, and on the west by 1/7 portion of the same field marked letter F allotted to Hettige Don Gomis Goonewardena; containing in extent 2 acres and 14 perches.

3. All that defined portion of the land called Kuruniyawatta and kumbura, situated at Wellampitiya, in the Ragam pattu of the Alutkuru korale south, in the District of Colombo aforesaid (being the eastern portion of lot No. 5), in extent 1 acre; and bounded on the north by the Ratnapura road, on the east by the land belonging to Don Philippu, on the south by land belonging to Johanis, Police Vidane, and others, and on the west by the portion of the same land belonging to Pallawattage Marina Costa, and which entire lot No. 5 contained in extent 7 acres and 7 perches, and has the same boundaries as above save that on the west it is bounded by lot No. 4 of the same land allotted to P. M. Costa.

4. All that field called Potuwilakumbura and the high land appertaining thereto, with the buildings standing thereon, situated at Wellampitiya aforesaid; and bounded or reputed to be bounded on the north by the garden of Hettige Polonchi Appu and the field of Welicalage Pintoe Appuhamy and by the gardens of Moragodage Punchi Singho Gurunase, on the east by the gardens of Pallewattage David Perera, Gintoteparangige Dingi Appu, Anderage Simon Silva, Balasurige Singho Appu, Nagahamula Pattirige Singho Appu, Dinas Silva, Welicalage Pinto Appuhamy, Sinchi Appuhamy, Moragodage Poloris Pintoe, Nawalage Juan Appu, Nawalage Carolis Silva, Nawalage David Appu, Moragodage Nonnohamy, Migel Appu, Pattirige Coronchi Appu, Anderage Daniel Silva, and Anderage Juanis Silva, on the south by the gardens of Balasoorige Singho Appu deceased, the cinnamon gardens of John Boniface Misso, deceased, garden of Pannagalage Don Carolis Dias, deni ground of Bandy Gampolage Martinus Perera, Moragodage Louis Perera, Heygamage Thonchi Vidaneharala and the garden of Bandy Gampolage David Perera, on the west by the garden of Moragodage Louis Perera, Nawalage Assohamy, Francisu Perera, Peace Officer, Siambalagahawatta of Juan Appu, field of Cuppe Muttu Chetty and the garden of Hettige Juanis Vidahu Kale; containing or reputed to contain in extent 45 acres and 29 62/100 square perches more or less, and which premises is described as follows according to the figure of survey No. 169 dated January 12, 1899, made by A. P. S. Goonewardena of Panadure, Surveyor, the field called Potuwilakumbura and Potuwillawatta, situated at Wellampitiya in the Agikari pattu of Hewagam korale, in the District of Colombo aforesaid; bounded on the north by the field of Velun Pille and the highlands of Carolis Silva, Polonchi Appu, Singho Aratchi and Kalthotage people, on the east by the gardens of Jacob Ragel Frayer, Anderage people and the fields of Balasurige people, on the south by highlands and gardens belonging to Carolis Silva, the field

of Philippu, garden of Henchi Aratchy, and the field of Singho Kangany, and on the west by the garden of Andre Silva, field of Kalua Lebbe, and the garden of Dr. Crabbe containing in extent 49 acres 3 roods and 31 perches, and all the right, title, interest, and claim whatsoever of H. Rustomjee, the defendant, in, to, upon, or out of the said premises.

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

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

No. 119, Hulftsdorp street, Colombo.
Phone No. 1441.

Auction Sale.

UNDER instructions from the administratrix and with the leave of court in testamentary case No. 180 of the District Court of Colombo, I shall sell by public auction on December 22, 1922, at Bandirippuwa, in the District of Chilaw, commencing from 10 A.M., all the right, title, and interest of the late Don Francis Wijetunga Tilakaratna, deceased, in and to the following lands, to wit:—

1. Undivided 2/7 + 1/7 of an allotment of land, situated at Bandirippuwa, in the District of Chilaw, North-Western Province, containing in extent 10 acres and 35 perches.

2. Undivided 2/7 + 1/7 of the northern 1/2 share of an allotment of land, situated at Bandirippuwa aforesaid, containing in extent 2 acres 2 roods and 23 perches.

3. Undivided 2/7 + 1/7 of an allotment of land, situated at Bandirippuwa aforesaid, containing in extent about 4 acres, and planted with 300 coconut plants.

4. Undivided 2/7 + 1/7 of an allotment of land, situated at Bandirippuwa aforesaid, containing in extent 3 acres and 29 square perches.

5. Undivided 2/7 + 1/7 of an allotment of land, situated at Bandirippuwa aforesaid, containing in extent 3 acres 2 roods and 22 90/100 perches.

For further particulars please apply to Mr. D. A. J. Goonewardhana, Proctor and Notary, Colombo, or to me:

CHRISTOPHER BEN. RODRIGO,
No. 78, Dam street, Colombo. Auctioneer and Broker.

Auction Sale of Valuable Property under Mortgage Decree.

BY virtue of the order to sell issued to me in case No. 10,650, District Court, Kalutara, I shall sell by public auction at the respective spots, on Friday, December 22, 1922, commencing at 12.30 P.M., for the recovery of the amount stated in the decree in the said action No. 10, the following property declared specially bound and executable under the said decree, viz:—

(1) An undivided 13/16 parts of the soil and trees of a portion of Delgahawatta, situate at Pamunugama in Talpitibadde of Panadure totamune, in the District of Kalutara, Western Province, and containing in extent of about 3 acres.

(2) An undivided 1/9 part of the soil and of the praveni trees of Delgahawatta, after excluding the planter's share of the trees of the 2nd plantation to Illepeemage Don Kirineris, situate at Pamunugama aforesaid, containing in extent of about 4 acres.

(3) An undivided 1/2 parts of the land called Danatubokkedeniya and of all things thereon, situate at Pamunugama aforesaid, containing in extent 1 acre 3 roods and 18 perches.

Commencing at 4 P.M.

(4) An undivided 1/2 parts of a portion of Bakmigahadeniya alias Bakmigahakumbura, situate at Borelesgamuwa in Salpiti korale, and containing in extent of about 3 bushels of paddy.

(5) An undivided 1/2 part of Maweekotuwakumbura and of all things thereon, situate at Tumbowila in Palle pattu of Salpiti korale; and containing in extent of about 4 acres.

For further particulars please apply to F. A. C. Tirimane, Esq., Proctor, Supreme Court, Panadure.

LIONEL J. J. PEIRIS,
Auctioneer and Broker.

Moratuwa, December 8, 1922.

Auction Sale of Valuable House Property at Wekada in Panadure, under Mortgage Decree.

UNDER and by virtue of the order to sell issued to me by the District Court of Kalutara, in case No. 10,537, I shall sell by public auction the following property, specially bound and executable for the recovery of the amount stated in the decree on December 23, 1922, at the spot, at 1.30 P.M. :—

All that defined portion marked B in plan No. 7,899, made by B. M. Flamer Caldera, Licensed Surveyor, of the land called Ambagahawatta *alias* Gulugahawatta, together with all the trees, plantations, and buildings thereon, situated at Wekada in Talpitbadde of Panadure totamune, in the District of Kalutara; and bounded on the north by Kongahawatta *alias* Ambawatta, on the east by a portion of the same land presently belonging to Niyakulage David Fernando, on the south by the high road from Panadure to Bolgoda, and on the west by the remaining portion of the same land presently belonging to Kudatelge Charles Edward Peiris and others, containing in extent 1 rood and 26 perches.

For further particulars please apply to M. H. Jayatileke, Esq., Proctor, Supreme Court, Panadure.

Mortuwa.

LIONEL J. J. PEIRIS,
Auctioneer and Broker.

Auction Sale of a Valuable House and Land at Karannagoda in Pasdun Korale East, in the Kalutara District.

UNDER and by virtue of the decree entered in case No. 9,920, D. C., Kalutara, and the order to sell issued to me, I shall put up for sale by public auction on Saturday, December 23, 1922, at 10 A.M., at the spot—

All those undivided $\frac{3}{4}$ parts or shares of the land called Labuwehena *alias* Okandawatta and of all the trees and plantations, together with the tiled house standing thereon, situated at Pahala Karannagoda in Gangaboda pattu of Pasdun korale east, in the Kalutara District of the Western Province, and containing in extent 3 acres 1 rood and 36 perches.

For further particulars please apply to Messrs. Fernando & Fernando, Proctors and Notaries, Panadure, or to me :

H. THOMAS FERNANDO,
Auctioneer and Broker.

Panadure, December 8, 1922.

Auction Sale of Valuable Properties at Kalamulla and Nagoda In the District Court of Kalutara.

Harris Oswald Scharenguivel of Kalutara.....Plaintiff.
No. 10,343. Vs.

Arumadura Jeramias Silva, (2) Angela M. de Silva, both of Kalamulla.....Defendants

Virtue of the order to sell issued to me in the above case; as per decree entered therein against the defendants in favour of the plaintiff, for the recovery of the sum of Rs. 4,228, being the aggregate amount of the principal, interest, and costs due in respect of mortgage bond No. 169, dated July 27, 1916, and attested by E. R. Jayasinha, Notary Public, with interest on Rs. 3,462.50, at the rate of 15 per cent. per annum from October 19, 1921, till the date of decree, and thereafter at 9 per cent. per annum on the aggregate till payment in full and the cost of this action, as taxed by the officer of the Court, Rs. 160, I shall sell the under-mentioned properties mortgaged by the said bond by public auction, at the respective spots, on Saturday, January, 13, 1923 :—

On Saturday, January 13, 1923, at 1 P.M., at the spot.

All that defined $\frac{1}{2}$ share portion of the land called Mawatobodawatta *alias* Wadiawatta, being lot D of the same, with the plantation standing thereon, situated at Kalamulla; and bounded on the north by lot C of the same land, east by the canal, south by Kiriambawa, and on the west by the high road, containing in extent 3 roods and 3 perches.

On the same day, commencing at 3 P.M. at the spot.

2. All that portion of lot 1 of plan No. 1,768 dated January 15, 1919, made by Mr. James O. Orr, Licensed Surveyor, and filed of record in partition case No. 7,872, D. C.,

Kalutara, of the land called Kadjugahawatta, situated at Nagoda; and bounded on the north and north-east by title plan No. 45,528 and a portion of the same land, east by a portion of the same land, and south by Crown land, and west by lot 2 of the same land, containing in extent 4 acres and 14 perches.

E. P. PERERA,
Kalutara, December 7, 1922. Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Negombo.

Benjamin Alfred de Zoysa Gunatilaka Rajapaksa of Demanhandiya.....Plaintiff
No. 15,604.

Akalahandi Carolis Silva, ditto Simon Silva, ditto Beling Silva, all of Katiyala.....Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 1,400, with interest on Rs. 800 at 30 per cent. per annum from September 26, 1922, to November 20, 1922, and thereafter at 9 per cent. per annum on the aggregate amount, and costs of suit, I shall sell the under-mentioned property, mortgaged by bond No. 1,061 dated June 27, 1920, and attested by S. K. Wijeratnam, Notary, as primary mortgage, at the spot, at 4 P.M. on Saturday, January 13, 1923, viz. :—

The land of two contiguous lots called Dawatagahawatta and Kosgahawatta, situate at Katiyala, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province, containing in extent 3 acres and 20 perches (exclusive of the road passing through the land).

Further particulars from F. W. Goonaratna, Esq., Proctor, Supreme Court, and Notary Public, Negombo, or—

K. H. PERERA,
Negombo, December 11, 1922. Auctioneer.

Auction Sale under Mortgage Decree.

In the Court of Requests of Negombo.

Warnakulasuriya Santiago Fernando of Sea street, Negombo.....Plaintiff.
No. 30,093. Vs.

(1) Warnakulasuriya Pabilina Fernando, assisted by her husband, (2) Warnakulasuriya Juan Fernando, both of Sea street, Negombo.....Defendants.

UNDER decree in the above case and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 171, with interest on Rs. 100 at 12 per cent. per annum from April 25, 1922, to June 23, 1922, and thereafter at 9 per cent. per annum on the aggregate till payment in full, and costs Rs. 32.95, I shall sell the under-mentioned property mortgaged by bond No. 11,830 dated December 11, 1915, and attested by T. H. de Silva, Notary, as primary mortgage, at the spot, at 3.30 P.M. on Wednesday, January 10, 1923, to wit :—

All that land called Suriyagahawatukebella, situate at Sea street, within the Gravets of Negombo, in the District of Negombo, Western Province, containing in extent about 15 coconut trees plantable land, together with the buildings and plantations standing thereon.

Further particulars from F. W. Goonaratna, Esq., Proctor, Supreme Court, and Notary Public, or—

K. H. PERERA,
Negombo, December 11, 1922. Auctioneer and Broker.

Auction Sale.

In the District Court of Galle.

Francis Abeyawardene Gunasekera, Surveyor of Kalegana in Galle.....Plaintiff.
No. 19,451. Vs.

Victor de Silva Ratnakirti of Galle, executor of the last will and testament of Pettikeywe Marthois de Silva Warnakulasuriya Ratnakirti, Muthandiram, late of Galupiyadda, deceased.....Defendant.

UNDER and by virtue of the decree entered in the above case and the order to sell issued therein, I shall sell by public auction, at the spot, on January 12, 1923, at 3.30 P.M.,

the following property specially bound and executable for the recovery of the amount of the said decree:—

All that defined lot (bearing Municipal assessment No. 38) of the land called Pettigalawatta, together with the boutique, 17 cubits in breadth and 30 cubits in length, marked Municipal assessment No. 38 on the said lot, and also together with the plantations within the said lot, situate at Dangedera or Galupadda, within the Four Gravets of Galle, containing in extent 8.33 perches.

Galle, December 6, 1922. CHAS. M. GOONASEKERA,
Auctioneer.

Auction Sale.

In the District Court of Galle.

Kuna Mana Rawanna Mana Ramanathan Chetty of Galle..... Plaintiff.
No. 19,466. Vs.

Abdul Cassim Lebbe Seddy Lebbe Marikar of Talapitiya Defendant.

UNDER and by virtue of the decree entered in the above case and the order to sell issued therein, I shall sell by public auction, at the spot, on January 16, 1923, at 4 P.M., the following property, bound and executable, for the recovery of the amount due on the said decree:—

All those undivided $\frac{3}{4}$ parts of the soil and trees of and of the tiled stone-built 15 cubits upstairs house, bearing Municipal assessment No. 114, standing on the land called Bogahawatta, situate at Dangedera, within the Four Gravets of Galle, in extent about 1 rood.

Galle, December 12, 1922. CHAS. M. GOONASEKERA,
Auctioneer.

Auction Sale.

In the District Court of Galle.

Kuna Mana Rawanna Mana Ramanathan Chetty of Galle, presently in India Plaintiff.
No. 19,700. Vs.

(1) Kaludura Gavis, (2) Kumarawadu William Sinno, both of Boossa in Galle Defendants.

UNDER and by virtue of the decree entered in the above case and the order to sell issued therein, I shall sell by public auction, at the spot, on January 13, 1923, commencing at 2 P.M., the following property, specially bound and executable for the recovery of the amount due on the said decree:—

1. An undivided one-half part of the soil and trees of a defined portion of Eheppalawatta, situate at Boossa, in Wellaboda pattu of Galle, in extent about $\frac{1}{2}$ acre.

2. All the soil and trees of the defined portion of Lindamulawatta, wherein Tisappu Kankanama, resided, situate at Boossa aforesaid, in extent about $\frac{1}{2}$ acre.

Galle, December 12, 1922. CHAS. M. GOONASEKERA,
Auctioneer.

Auction Sale.

In the District Court of Galle.

Ellen Disanayake Madawalamulla in Kumbalwella, Galle Plaintiff.
No. 19,433. Vs.

(1) Herriet Weerapperuma and her husband (2) B. D. Peter Appuhamy, both of Madawalamulla, and others Defendants.

UNDER and by virtue of the commission issued to me in the above partition case, I shall sell by public auction, on Saturday, December 30, 1922, at 3 P.M., at the spot, the following property, to wit:—

The land called Ambagahawatta *alias* Duwewatta, situate at Madawalamulla, within the Four Gravets of Galle; and bounded on the north and west by land claimed by Mr. Jansz *alias* Esprence, on the east and south by high road, on the south-west by Haieswatta *alias* land claimed by

Mrs. Buksh; containing in extent 17.4 perches, together with all the buildings thereon.

For further particulars please apply to Mr. W. P. Amarasingha, Proctor, Galle, or to me:

U. B. WIJEKOON,
Commissioner.

No. 57, Lighthouse street, Fort,
Galle, November 9, 1922.

Auction Sale.

In the District Court of Galle.

Dedimuni Frederick Perera *alias* Podisinnö of Mohottiwatta in Balapitiya Plaintiff.
No. 16,369. Vs.

(1) Patabendige James Henry Cooray, (2) Perumadura Avanhamy, (3) Munasinghe Siman Soyza, (4) ditto William Soyza, (5) ditto Barlis Soyza, (6) ditto Aralis Soyza, (7) ditto Marinona Soyza, all of Walagedera in Balapitiya Defendants.

UNDER and by virtue of the decree and order to sell issued to me in the above case, I shall sell by public auction the following property, bound and executable for the recovery of the sum of Rs. 3,916.92, with interest thereon at 9 per cent. per annum from November 8, 1918, till payment in full, and the costs of this action at the under-mentioned spots, on the dates and hours hereinafter specified, viz.:—

On January 5, 1923, commencing at 1 P.M., at the first-named land.

1. All that undivided $\frac{1}{48}$ part of the soil and of the trees of the land called Pelamogawatta, situated at Brahamanawatugoda or Galmangoda in Welitara, containing in extent 3 acres and 2 roods.

2. All that undivided $\frac{1}{2}$ part of the soil and of the trees of the land called Madinawatta, at ditto, in extent about 2 acres.

3. All those undivided $\frac{5}{72}$ parts of the soil and of the trees of the land called Gasyahawatta, at ditto, in extent 3 acres 2 roods.

On January 5, 1923, commencing at 3 P.M., at the second-named land, Palamalangawatta, at Mahagalmangoda.

4. All that undivided $\frac{1}{2}$ part of the soil and of the trees of the land called Mahawatta, at Mahagalmangoda, in extent 2 acres and 2 roods.

5. All that undivided $\frac{1}{2}$ part of the soil and of the trees, exclusive of those belonging to the planter's share of the 2nd plantation, of the land called Madatotawatta, at ditto, in extent about 1 acre.

6. All that undivided $\frac{1}{2}$ part of the soil and of the trees, exclusive of those belonging to the planter's share of the 2nd plantation of the land called Obadawatta, at ditto, in extent about 3 roods.

7. All that undivided $\frac{1}{2}$ part of the soil and of the soil-share trees of the land called Thonandurahegewatta, at ditto, in extent about 1 acre 2 roods.

8. All that undivided $\frac{1}{2}$ part of the soil and of the trees of the land called Dinpillewatta, at ditto, in extent about 1 acre 2 roods.

9. All that undivided $\frac{1}{2}$ part of the soil and of the trees, exclusive of those belonging to the planter's share of the 2nd plantation, of the land called Gederawatta, at ditto, in extent about 1 acre 2 roods.

10. All that undivided $\frac{1}{32}$ part of the soil and of the soil share trees of the land called Galmanduwa, at ditto, in extent about 20 acres.

11. All that undivided $\frac{1}{24}$ part of the soil and of the trees of the land called Palamalangawatta, Bedawenkara Mahaparayatayatibena Noma arahatarepahenpangukebella, at ditto, in extent about 3 roods.

On January 6, 1923, commencing at 9 A.M., at Welikondawatta, at Walagedera.

12. All that undivided $\frac{1}{2}$ of the distillery of the godown of the wall surrounding the same and of all other buildings appertaining to the said distillery, and also of all appliances used for distilling the arrack, all standing on the undivided northern half of the land called Kudawelikondawatta *alias* Welichchoruwawagakarawatta, at Walagedera, in extent 2 acres.

13. All those undivided 7/28 parts of the soil and of the soil share trees of the land called Hunubabayapadinchiwawindawewwatta, at ditto, in extent 1 acre 1 rood 11.36 perches.

On January 6, 1923, commencing at 3 P.M., at the land Kendagasmandiya, at Elpitiya.

14. All that field called Kendagasmandiyekumbura *alias* Panichchigodakumbura, at Elpitiya, in extent 4 acres 3 roods 9 perches.

15. All that allotment of land called Kendagasmandiya *alias* Panichchigoda, together with all the plantations and everything thereon, at ditto, in extent 1 rood 13 perches.

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

Seevalee Industrial School, D. G. RATNAPALA, Unawatana, December 8, 1922. Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Matara.

Dasanayake Liyanage Don Adiriyana Appuhamy of Attabage in Udapalata, Kandy Plaintiff.
No. 133. Vs.

- 1) Ubasing Patirenage Kirihamy, (2) Udukawe Vidanagamage Don Siyadoris Wickremaratna, (3) Udukawe Vidanagamage Don Andrayas Wickremaratna, (4) Udukawe Vidanagamage Don Mendis Wickremaratna, Police Officer, (5) Udukawe Vidanagamage Don Samel Wickremaratna, all of Ganhela. Defendants.

BY virtue of a commission issued to me and the decree entered in the above case to recover the sum of Rs. 3,142, with interest on Rs. 1,600 at 18 per cent. per annum from March 31, 1922, till June 7, 1922, and thereafter with legal interest on the aggregate amount from September 25, 1922, till payment in full and costs of this action, Rs. 202.85, I shall sell by public auction at the office of Messrs. G. E. & G. P. Keuneman, Proctors, in the Fort of Matara, on Saturday, January 13, 1923, commencing at 1 P.M., the following property, to wit:—

1. All that divided and separated lot No. 1 of the land called Maragahahena, situate at Ganhela, in Weligam korale, Matara District, Southern Province; and which said lot is bounded on the north by Ganketiyehehena, east by lots Nos. 2 and 3 of the same land, south by Batadombagahawatta and Bajamwatta, west by Welkeriyadolahena; containing in extent 5 acres and 22.5 perches, and more fully described in plan of partition No. 80 dated March 5, 1921, made by Mr. T. C. D. Abeysunawardana, Licensed Surveyor, and filed of record in partition case No. 9,163 of the D. C., of Matara.

2. An undivided 1/2 part of all the fruit trees and of soil of Kumburannawehena, containing in extent 13 acres 3 roods and 18 perches mentioned in survey figure No. 171,684, situated in the two villages Ganhela and Asmagoda, in Weligam korale aforesaid; and bounded on the north by lands mentioned in plans Nos. 158,079 and 171,660 and a water-course, east by lands mentioned in plans Nos. 171,660, 171,659, 171,658, 171,657, and 171,656, Kumburannawa claimed by Weeratunga Appuhamy, Meegaha-koratuwa claimed by R. Thambiya and others and Debendegodawatta claimed by H. Balahamy, south by road, and west by land mentioned in plan No. 158,115, and Omaththadolahena belonging to the Crown.

3. All the fruit trees and soil, the tiled house of 9 cubits, the tiled house of 7 cubits, the boiler, and all the apparatus appertaining thereto and the house in which it is fixed, all standing thereon, of Pahalawatta, in extent about 1 1/2 acre, situate at Ganhela aforesaid; and bounded on the north by Matiyalamulla, east by the ditch of Gurubewulealutwatta, south by Oluwegoda, and west by Udahelpotha.

4. An undivided 1/4 part of Mulekumbura, containing 2 amunams of paddy sowing extent, situate at Ganhela aforesaid; and bounded on the north by Megahabalapuwa, east by Iriyagahabalapuwa, south by Maddekumbura, and west by Amunewalagodawatta.

5. An undivided 1/4 part of Korahelpotha, containing 2 amunams of paddy sowing extent, situate at Ganhela aforesaid; and bounded on the north by Attanapitiya,

east by Dangahadeniya, south by Ihaladepela, and west by Kumburannawa.

6. An undivided 48 acres extent of the combined land and appurtenances thereof, which combined and is comprising Modarawilahena, Aturuvassehena, Meemanawussehena, Doralegodahena, Doralegodayaya, Horihehena, Deniya, Ukkindawilahena, Medahena, Puwakgahakotaniwehena, Maha-arambehena, Ambagahagulanehena, Dolarambehena, Pallekandehena, Bulathgullanehena, Bunwelgodahena, Kalugalahena, Ambagahahena, Deniya, Koratuwellehena, and Deniya, consisting of lots Nos. 41, 42, 44, 54, 55, 56, 57, 114, 117, 119, 124, 125, 126, 127, 128, 129, and 130, shown in preliminary plans Nos. O 14/2330 and O 14/2331, and containing in extent 406 acres 1 rood and 35 perches, situate at Rambukkana and Welive in Palle of Morawak korale, Matara District aforesaid; and bounded on the north by Modarawila claimed by Atula Senanayaka Don Thiyadoris and others and village limit of Alapaladeniya, east by the village limit of Welive and Crown land, Nawalahena, Welengodahena, Rukattanagahabewlehena, Pambehena, and Addarakanda and Andadola, south by the village limit of Welive, and west by Ambagahagulanehenyaya belonging to the Crown, Ambagahagulanehena, Dola, Udumullehena, Meemanawussehena belonging to Crown, Doralegodahena belonging to Crown, Doralegodadola, Meemanakola belonging to Crown, Waussegodahenyaya and Moarawila claimed by Senanayaka Don Thiyadoris and others.

7. Undivided eastern 1/2 part of Talahalagoda, in extent 13 acres 2 roods and 11 perches, situate at Ganhela aforesaid; and bounded on the north by lot 88 mentioned in plan No. 543, east by lots Nos. 84 and 82 mentioned in preliminary plan No. 543, south by lots Nos. 82, 81, 82A, and 79 mentioned in preliminary plan No. 543, and west by lots Nos. 79, 78, and 77 mentioned in preliminary plan 543.

8. An undivided 1/2 part of all the fruit trees and of soil of Kudagewatta, in extent about 4 acres, situate at Asmagoda aforesaid; and bounded on the north by Heragedarawatta, east by Oluwegoda, south by Pahalawatta, and west by Gurubewilewatta.

9. An undivided 1/2 part of the land called Heegodella, containing 3 bags of paddy sowing extent, situate at Asmagoda; and bounded on the north by Oluwegoda, east by Kurutenahelpotha, south by Kebellagoda, and west by Diweliyadda.

The conditions of sale will be read and explained before the sale.

The purchaser shall immediately after the sale pay 1/2 of the purchase amount and all the expenses of sale.

For further particulars please apply to Messrs. G. E. & G. P. Keuneman, Proctors, Supreme Court, Matara, or to me:

A. P. KARUNARATNA, Commissioner.

November 30, 1922.

Auction Sale under Mortgage Decree.

In the District Court of Jaffna.

(1) Arumugam Subramaniam of Federated Malay States, presently of Jaffna, and (2) wife Sivakamathanma of Vannarponnai East Plaintiffs.
No. 16,195. Vs.

(1) Supramayar Ramachandra-ayar, (2) Sivakamthara Kurukkal Sivasubramania Kurukkal, and (3) Soramma, widow of Purushorthama-ayar, Sindhappa-ayar, all of Vannarponnai West. Defendants.

UNDER and by virtue of a commission issued to me in the above case, and in terms of the decree entered therein, I shall put up for sale by public auction, at their respective spots, on Saturday, January 6, 1923, commencing at 10 A.M., for the recovery of the amount stated in the decree in the said action No. 16,195, the following property declared specially bound and executable under the said decree, viz:—

(1) Land situated at Vannarponnai West called Sona kantharai, containing in extent 6 1/2 lachams varagu culture with houses, butiques, well, cultivated and spontaneous plantations; and bounded on the east and south by road, on the north by the property of Sivagamasundram, widow of Kandiah, and on the west by the property of the heirs

of the late Kumarasamy Kurukkal Muthusamy Kurukkal and the heirs of Kanapathyayar Muttuayar; of the whole of the land contained within the boundaries and the appurtenances thereof, 14/80 share in common.

(2) Land situated at Vannarponnai West called Pantrikodduvalavu, containing in extent 3 lachams varagu culture and 15 $\frac{3}{16}$ kulies, with stone-built house, well, cultivated and spontaneous plantations; and bounded on the east by road, on the north by the property of Sivasankara Kurukkal Sivasubramania Kurukkal and Sornamma, widow of Purushothama-ayar Sinnappa-ayar, on the west by the property of Marimuttu Sanmugam, and on the south by the property of Vasanthal Vaitilingam; the whole of the land contained within these boundaries, with the appurtenances thereof.

Jaffna, December 9, 1922.

R. KANTAIYAH,
Commissioner.

Notice of Sale.

IN terms of the commission dated December 4, 1922, issued to me by the District Court of Jaffna, in case No. 16,869, D. C. Jaffna, the following property will be sold, at the spot, by public auction, on Saturday, January 6, 1923, at 3 P.M.:

All that piece of land situated at Navaly called Pettanachchi, containing in extent 32 $\frac{1}{2}$ lachams p.c., with well and plantations; and bounded on the east by lane, north by the property of Velayutar Marimuttu, west by the property of Sittampalam Vaitilingam and shareholders, and south by path dam.

Jaffna, December 11, 1922.

PHILIP MOSES,
Commissioner.

Sale by Auction under Mortgage Decree.

In the District Court of Puttalam.

S. M. R. M. Nagappapillai of Kalpitiya Plaintiff.
No. 3,487.

Ahamado Naina Marikar Mahamado Haniffa Marikar of Kalpitiya Defendant.

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

December 21, 1922, at 11 A.M.

An undivided $\frac{1}{3}$ share of the land called Moodukattukany situated at Moodukadu in Akkarai pattu, in Puttalam District, in the North-Western Province, containing in extent 46 acres; and bounded on the north by land mentioned in T. Ps. Nos. 76,072 and 76,099; on the east by land mentioned in plan No. 706,095, south by land belonging to the heirs of Segalado Marikar, and west by reservation for road, and all the right, title, interest, and claim whatsoever of the defendant in, to, upon, or out of the said several premises, mortgaged by the defendant.

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

P. M. M. KADERSAIBO MARIKAR,
Puttalam, November 24, 1922. Auctioneer.

St. John's Church, Kalutara.

NOTICE is hereby given that a General Meeting of the Members of the congregation of St. John's Church, Kalutara, will be held in the Vestry of the said Church on December 24, 1922, at 6 P.M., for the election of three new Trustees of such Church for the year 1923, in terms of section 10 of Ordinance No. 12 of 1846.

W. H. HEPPONSTALL,
J. H. PERERA,
C. E. HEPPONSTALL,
L. J. S. DE FONSEKA,

Trustees of St. John's Church, Kalutara.
Kalutara, November 30, 1922.

All Saints' Church, Hulftsdorp.

NOTICE is hereby given that a Meeting of the shareholders of the All Saints' Church, Hulftsdorp, will be held at the vestry of the church on Sunday, December 31, 1922, at 6.30 P.M., for the purpose of electing three Trustees to the above-named church for the year 1923, in accordance with the Ordinance No. 12 of 1846.

Hulftsdorp, Colombo,
December 12, 1922.

H. B. GOONATILAKA,
Incumbent.

St. James' Church, Chilaw.

NOTICE is hereby given that, in terms of Ordinance No. 12 of 1846, there will be a Meeting of the Congregation of St. James' Church, Chilaw, on Sunday, the 31st instant, at 6 P.M., at the Parish Schoolroom, to elect three Trustees for the ensuing year.

The Vicarage,
Chilaw, December 12, 1922.

C. C. P. ARULPRAGASAM,
Vicar.

Cancellation of Power of Attorney.

I, ANA VEANNA RANA ANA ADAIKAPPA CHETTY of Pattamangalam, in South India, having executed a fresh power of attorney on June 12, 1922, in favour of (1) Annasamy Sankar Iyer and (2) Adaikappa Chetty's Veerappa Chetty for the purpose of managing my business and other concerns in the Island, hereby notify the public and all persons concerned that all previous powers of attorney, inclusive of No. 6,642 of June 1, 1907, attested W. B. de Fry, Notary Public, Colombo, and registered June 5, 1907, and the power of attorney dated July 1, 1912, and registered at Colombo on August 28, 1912, together with all the several and respective substitutions or surrogations thereof, are all cancelled and withdrawn.

A. V. R. A. ADYCAPPA CHETTY.
Colombo, December 9, 1922.

Application for Enrolment as a Notary Public.

I, the undersigned Malkankanamalage Maximus Lucas Silva of Toppu, in Dunagaha pattu of Alutkuru Korale, in the District of Negombo, shall, three months hence, apply to the Registrar-General, in terms of section 8 of Ordinance No. 1 of 1907, to be admitted and enrolled a Notary Public to practise in the Sinhalese language within the District of Jaffna.

December 9, 1922.

M. M. L. SILVA.

The National Publishing Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at No. 1, Baillie street, Colombo, on Saturday, January 6, 1923, at 3 P.M.

Business.

1. To consider and, if thought fit, pass the following resolution: "That the Company be wound up voluntarily and that a Liquidator be appointed for the purpose of such winding up."
2. To transact any other business that may be duly brought up before the Meeting.

Notice is also given that a further Extraordinary General Meeting of the Shareholders of the Company will be held at No. 1, Baillie street, Colombo, on Saturday, January 20, 1923, at 3 P.M., for the purpose of receiving a report of the proceedings of the above-mentioned Meeting and confirming, if thought fit, as a special resolution, the above-mentioned resolution.

By order of Directors,
C. THIAGARAJAH,
Colombo, December 14, 1922. Secretary.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Statement showing the Importation of Rice into the Ports of Ceylon during the Week ended December 9, 1922.

Ceylon Ports.	Port of Origin.	Number of Bags.
Colombo	Chittagong	16,169
Do.	Karachi	552
Do.	Rangoon	106,503
Do.	Singapore	151
Do.	Tuticorin	13
Galle	Karachi	4,112
Kayts	Adirampatam	1,085

(3,889 bags of rice were shipped during the week.)

H. M. Customs, B. G. DE GLANVILLE,
Colombo, December 12, 1922. for Principal Collector.

Tenders for Lease of Right to Gem.

NOTICE is hereby given that the Government Agent of the Province of Sabaragamuwa will receive sealed tenders for the lease of the right to gem for one year in the under-mentioned Crown lands in the District of Ratnapura.

2. The tenders, which must be in sealed envelopes, superscribed "Tender for Gemming Lease," will be received at the Ratnapura Kachcheri until 2 P.M. on Tuesday, January 9, 1923, when they will be opened, and all persons making tenders will be required to be present, or satisfy the Government Agent by some duly accredited agents that the tender is *bona fide*.

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

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

5. The highest tenderer should deposit Rs. 100 for each land as security for filling up pits.

6. Tenders must be made for each land separately.

7. Further information can be obtained from the Government Agent, Ratnapura.

Lands.

(1) Kiriwanaelaowilana about 3 acres in extent at Mudunkotuwa in Uda pattu, Kuruwiti korale; bounded as follows: north by Kiriwanaelakumbureinnyara, south by Gansabhawa road, east by private chenas, west by Ampitiyakandemukalana.

(2) Stream called Murutanela from the eastern boundary of lot 849 in preliminary plan 8,610 to the point where the footpath from Katukitulkanda to Altota crosses, situated at Gilimale in the Uda pattu, Kuruwiti korale.

(3) Portion of Koswatu-ganga at Kukulegama in the Meda pattu, Kukul korale, bounded as follows: north by Nawangoda, south by Koralegoda, east by Kolonna-elamodara, west by Kammaltotawala.

(4) Portion of Hulanda-oya, about 440 yards in length, at Modarawana in Diyapotagam pattu, Kolonna korale.

(5) Ratupottedeniya *alias* Inmillepahalakella, about 2 acres in extent at Ayagama, Palle pattu, Kukul korale, bounded as follows: north by land by Crown to Mr. M. B. Peris, south by Badatelagedola, east by Kekunagahaheha, west by Arambegamawatta.

Ratnapura Kachcheri,
December 9, 1922.

C. J. DANE LANKTREE,
for Government Agent.

Change of Management.

NOTICE is hereby given that Mr. D. S. Senanayake has been appointed Manager of the School mentioned below, in place of Mr. D. B. Jayatilaka;—

School referred to.

Buddhist Girls' College, Colombo.

Education Office, L. MACRAE,
Colombo, December 6, 1922. Director of Education.

St. Francis Xavier's English School.

NOTICE is hereby given that St. Francis Xavier's English School, situated in Nuwara Eliya District of the Central Province, under the management of Rev. Father A. Siriwardene, has been registered as a grant-in-aid school from this date.

Education Office, L. MACRAE,
Colombo, December 9, 1922. Director of Education.

Eladuwa Estate Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. V. van Langenberg for a grant in aid of his Eladuwa Estate Vernacular Mixed School, which is situated in Pasdun korale west, in Kalutara District of the Western Province.

Observations will be received not later than January 13, 1923.

Education Office, L. MACRAE,
Colombo, December 11, 1922. Director of Education.

Destruction of a Rogue Elephant.

THE Assistant Government Agent, Matale, is prepared to issue, free of stamp duty, a license for the destruction of a troublesome elephant to be found about 4 miles north of Galewela, near the Kalawewa road.

Description.

About 9 ft. 6 in. in height, width of the foot 1 ft. 6 in., and length 2 ft. White specks on the top of the trunk.

C. HARRISON-JONES,
Matale, December 9, 1922. Assistant Government Agent.

Registration of a Building for Solemnization of Marriages.

IN pursuance of the provisions of section 12 of the Ordinance No. 19 of 1907, intituled "An Ordinance to consolidate and amend the Laws relating to the Registration of Marriages, other than the Marriages of Kaffirs or of Muhammadans," I, Nicholas Wilfred Morgappah, Acting Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein:—

No.	Date of Registration.	Description.	Situation.	Minister, or Proprietor, or Trustee.	Religious Denomination on whose behalf the Building is registered.
373	December 7, 1922	Church of Our Lady of Lourdes	Poitty, Valikamam West, Jaffna	Right Rev. Dr. J. A. Brault, O.M.I., Bishop of Jaffra, Proprietor	Roman Catholic

Registrar-General's Office,
Colombo, December 7, 1922.

N. W. MORGAPPAH,
Acting Registrar-General.

Hoof Disease.

WHEREAS hoof disease has broken out in the village Pita Kotte, in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz.:-

The area bounded on the north by paddy fields, south and east by Kotte to Talawatugoda road, and west by Public Works Department road to Colombo.

This declaration is to take effect from this date.

The Kachcheri, Colombo, December 7, 1922. W. A. WEERAKOON, for Government Agent.

Hoof Disease.

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

The area bounded on the north by Pahala Karagahamuna fields and limit of Ihala Karagahamuna, east by Kandy road, south by limit of Kirimetiagare, and west by Pahala Karagahamuna fields.

This declaration is to take effect from this date.

The Kachcheri, Colombo, December 8, 1922. W. A. WEERAKOON, for Government Agent.

Hoof Disease.

WHEREAS hoof disease has broken out in the village Nawala, in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz.:-

The area bounded on the north and west by Nawala fields, east by Welikada to Nugegoda road, and south by Galpotha dewatta road.

This declaration is to take effect from this date.

The Kachcheri, Colombo, December 11, 1922. W. A. WEERAKOON, for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village Kaleliya-Udawela, in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz.:-

The area bounded on the north by Kaleliya-Bataliya Village Committee road, east by Dielle-oya, south by the village Mallehewa, and west by Pasyala-Giriulla road.

This declaration is to take effect from this date.

The Kachcheri, Colombo, December 6, 1922. W. A. WEERAKOON, for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village Botale Pahalagama, in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz.:-

The area bounded on the north by railway line, south by village Botale Ihalagama, east by Kuda-oya, and west by Crown land called Miringankanda.

This declaration is to take effect from this date.

The Kachcheri, Colombo, December 6, 1922. W. A. WEERAKOON, for Government Agent.

Hoof-and-Mouth Disease.

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

The area bounded on the north by Pelawatta and cart road, east and south by cart road, and west by field.

This declaration is to take effect from this date.

The Kachcheri, Colombo, December 8, 1922. W. A. WEERAKOON, for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the Government Dairy, in the village Bajjangoda and the village Hinadure in Hapitigam korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz.:-

The area bounded on the north by Kadigamuwa, east by Tenagama, south by Pirisyala, and west by Walbotale.

This declaration is to take effect from this date.

The Kachcheri, Colombo, December 9, 1922. W. A. WEERAKOON, for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village Pepiliyana, in Colombo Mudaliyar's division of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, viz.:-

The area bounded on the north by Beligahawatta, east by Mahakumbura, south by Kekunagahawatta, and west by Pepiliyana to Bellanwila road.

This declaration is to take effect from this date.

The Kachcheri, Colombo, December 12, 1922. W. A. WEERAKOON, for Government Agent.

Rinderpest.

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

The area bounded on the north by Kegalla District, east by Kandy road, south by Wewaldeniya village and Kegalla District, and west by Arukgoda village.

This declaration is to take effect from this date.

The Kachcheri, Colombo, December 12, 1922. W. A. WEERAKOON, for Government Agent.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 171, situated at Colpetty, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 2, 1922.

The Municipal Office, Colombo, December 2, 1922. CHAS. W. PATE, Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 80, situated at Colpetty road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from November 29, 1922.

The Municipal Office, Colombo, December 7, 1922. CHAS. W. PATE, Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 406, situated at Buller's road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 4, 1922.

The Municipal Office, CHAS. W. PATE,
Colombo, December 7, 1922. Municipal Veterinary Surgeon.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 72, situated at Colpetty road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from November 27, 1922.

The Municipal Office, CHAS. W. PATE,
Colombo, December 7, 1922. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 613, situated at Hunupitiya Lake road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 1, 1922.

The Municipal Office, CHAS. W. PATE,
Colombo, December 7, 1922. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 9, situated at Wekanda, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 3, 1922.

The Municipal Office, CHAS. W. PATE,
Colombo, December 7, 1922. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

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

This declaration shall take effect from December 2, 1922.

The Municipal Office, CHAS. W. PATE,
Colombo, December 7, 1922. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 16, 1922, published in the *Government Gazette* No. 7,298 of November 24, 1922, the premises bearing assessment No. 41, situated at Prince of Wales Avenue, Colombo, were pro-

claimed 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 November 23, 1922.

The Municipal Office, CHAS. W. PATE,
Colombo, December 12, 1922. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 16, 1922, published in the *Government Gazette* No. 7,298 of November 24, 1922, the premises bearing assessment No. 1, situated at Stafford place, Maradana, 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 November 30, 1922.

The Municipal Office, CHAS. W. PATE,
Colombo, December 12, 1922. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 23, 1922, published in the *Government Gazette* No. 7,299 of December 1, 1922, the premises bearing assessment No. 66, situated at Bloemendhal 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 December 1, 1922.

The Municipal Office, CHAS. W. PATE,
Colombo, December 12, 1922. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 49, situated at Kew road, Slave Island, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 6, 1922.

The Municipal Office, CHAS. W. PATE,
Colombo, December 12, 1922. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 10, situated at Stewart street, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 6, 1922.

The Municipal Office, CHAS. W. PATE,
Colombo, December 12, 1922. Municipal Veterinary Surgeon.

SALES OF TOLL AND OTHER RENTS.**Sale of Toll Rents in Chilaw District.**

NOTICE is hereby given that the under-mentioned Toll Rents in Chilaw District of the North-Western Province will be put up for re-sale by public auction at 10 A.M. on Saturday, December 23, 1922, at the Puttalam Kachcheri, at the risk of the original purchasers, should they have failed, on or before December 22, 1922, to pay the second instalments, and the interest due.

The rents shall be sold for a period of 9 months and 8 days from December 24, 1922, to September 30, 1923.

The purchaser 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.

1. Munatipirivu.
2. Nattandiya.

Puttalam Kachcheri,
December 12, 1922,

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

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Prices of Foodstuffs, &c., in Colombo, on December 13, 1922.

	Per	Wholesale.		Retail	Per	Wholesale.		Retail.
		Rs. c.	Per			Rs. c.	Per	
Paddy, Country	.. Bushel	.. 2 75	.. Measure	.. —	..	..	.. lb.	.. —
Paddy, Imported	.. do.	.. 3 25	.. do.	.. —	..	..	.. Measure	.. 0 12
Rice, Country	.. do.	.. —	.. do.	.. —	..	..	.. lb.	.. 0 6
Rice, Kara	.. do.	.. 5 40	.. do.	.. 0 17½	..	..	.. do.	.. 0 30
Rice, Kallunda	.. do.	.. 5 70	.. do.	.. 0 18	..	..	.. Measure	.. 0 40
Rice, Sulai	.. do.	.. 5 90	.. do.	.. 0 18½	..	..	.. lb.	.. 0 30
Rice, Muttusamba	.. do.	.. 8 0	.. do.	.. 0 25	..	..	.. Measure	.. 0 40
Raw Rice (Rangoon)	.. do.	.. 5 50	.. do.	.. —	..	..	.. lb.	.. 0 28
Raw Rice (Singapore)	.. do.	.. —	.. do.	.. —	..	..	.. do.	.. 0 25
Raw Rice (Batavia)	.. do.	.. —	.. do.	.. —	..	..	.. do.	.. 0 56
Dhall (Tuvarai)	.. do.	.. —	.. Seer	.. 0 28	..	..	.. do.	.. 0 40
Dhall (Mussouri)	.. do.	.. —	.. do.	.. 0 20	..	..	.. do.	.. 0 40
Green Peas	.. do.	.. —	.. do.	.. 0 22	..	..	.. do.	.. 0 16
Ulundu	.. do.	.. —	.. do.	.. 0 20	..	..	.. Bundle	.. 0 30-36
Gram	.. do.	.. —	.. do.	.. 0 18	..	..	.. Seer	.. —
Wheat Flour	.. do.	.. —	.. lb.	.. 0 12	..	..	.. Bottle	.. 1 25
American Flour	.. do.	.. —	.. do.	.. 0 12	..	..	.. Measure	.. 0 60
Ghee, Cow	.. do.	.. —	.. Seer	.. 5 50	..	..	.. Bottle	.. 0 24
Ghee, Buffalo	.. do.	.. —	.. do.	.. 2 75	..	..	.. do.	.. 0 23
Milk	.. do.	.. —	.. Bottle	.. 0 40	..	..	.. do.	.. 0 19
Potatoes (Indian)	.. do.	.. —	.. lb.	.. 0 12	..	..	.. Packet of	.. 12 boxes 0 22
Potatoes (Bangalore)	.. do.	.. —	.. do.	.. —	..	..	.. do.	.. 0 20
Onions (Bombay)	.. do.	.. —	.. do.	.. 0 8	..	..	.. lb.	.. 0 35
Onions, Red	.. do.	.. —	.. do.	.. 0 8	..	..	.. do.	.. 0 80
Bread	.. do.	.. —	.. 1-lb. loaf	.. 0 18	..	..	.. do.	.. 0 60
Tea	.. do.	.. —	.. lb.	.. 1 0	..	..	.. Each	.. 0 50-75
Coffee	.. do.	.. —	.. do.	.. 0 50	..	..	.. do.	.. 0 6
Limes	.. do.	.. —	.. Dozen	.. 0 12	..	..	.. Dry Fish, Nettali (Hal-	.. —
Coconuts	.. do.	.. —	.. Each	.. 0 10	..	..	.. messan)	.. 0 30
Sugar, Soft	.. do.	.. —	.. lb.	.. 0 22	..	..	.. Dry Fish (Maldiv)	.. 0 90
Sugar, Crepe	.. do.	.. —	.. do.	.. 0 18	..	..
Sugar (Ceylon)	.. do.	.. —	.. do.	.. —	..	..
Sugar Candy	.. do.	.. —	.. do.	.. 0 28	..	..

G. H. N. SAUNDERS,
The Municipal Office, Financial Assistant to the Chairman,
Colombo, December 13, 1922. Municipal Council.

ROAD COMMITTEE NOTICES.

Deniyaya-Hayes Branch Road, 1922-23.

HEREBY give notice that a meeting of the Local Committee will be held at Hayes estate bungalow, at 9.30 A.M. on December 30, 1922, to determine the assessment of the estates concerned, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

EDW. C. ANDERSON,
Chairman, Local Committee.

Deniyaya, December 1, 1922.

Golahenwatta-Yatawatta 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," have assessed the under-mentioned estates to make up the private contributions:—

(Estimate No. D 111, sanctioned on November 21, 1921.)

Government moiety	.. Rs. 1,330.25
Private contributions	.. Rs. 1,343.55

1st to 3rd section, 3 miles.

Total acreage, 3,089—Moiety of cost, Rs. 857.73—
Sectional rate, 2776c.—Total rate, 2776c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
J. H. Carson and W. H. Tindall & Co. (Agents, Carson & Co., and W. Hermon, Superintendent, J. Hayward)	.. Hylton and Ma-	.. 555	.. 154 11

1st to 4th section, 4 miles.

Total acreage, 2,534—Moiety of cost, Rs. 285.91—
Sectional rate, 1128c.—Total rate, 3904c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
The Lanka Plantations Co., Limited (J. M. Robertson & Co., Superintendent, C. H. Lambert), J. M. S. Barlow	.. Yatawatta	.. 1,266	.. 494 40
The Dangan Rubber Co., Ltd. (Agents, Carson & Co., Superintendent, T. B. Worthington)	.. Dangan and Lower Dangan	.. 829	.. 323 72
Vauxhall Rubber Co., Ltd. (Agents, J. M. Robertson & Co., Superintendent, C. H. Lambert)	.. Laksahena	.. 341	.. 133 15
G. K. Hormusjee	.. Nowagala	.. 98	.. 38 26
	Total		1,143 64

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before January 12, 1923.

N.B.—Private contributions	.. 1,343 55
Deduct unexpended balance, 1920-1921	.. 199 91

Amount to be recovered on account 1921-22 1,143 64

Provincial Road Committee's Office, W. L. KINDERSLEY,
Kandy, December 5, 1922. Chairman.

Vellaioya-Shannon Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1923, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, January 13, 1923, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 418·00
Private contributions	Rs. 1,151·00

1st to 4th section, 131 chains 20 lines.

Proprietors or Agents.	Estates.	Acreage.
Eastern Produce and Estates Co., Ltd., (C. G. Spiller)	Vellai Oya.	965
Mrs. C. Shipton	Agra Oya	438

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, December 11, 1922.

Barnagala-Pen-y-lan Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1923, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, 1902," will on Saturday, January 13, 1923, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 600·00
Private contributions	Rs. 1,827·00

1st to 3rd section, 2 miles 12 chains.

Proprietors or Agents.	Estates.	Acreage.
H. F. C. Philips	Pen-y-lan	980
H. W. Malcomson	Kellie Group	2,241
H. F. C. Phillips	Tamaravelly	306
R. H. Coombe	Malgolla	481
C. A. Johnson	Cattarem	578
H. F. C. Philips	Doteloya	1,744
W. F. Carter	Wevelkelle	1,095

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, December 11, 1922.

Lantern Hill-Somerset Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1923, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, January 13, 1923, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,300·00
Private contributions	Rs. 2,831·87

1st to 2nd section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
E. L. F. de Soysa (E. P. de Silva)	Lantern Hill	357
W. S. Blackett	Jak Tree Hill { Kendagolla	352

1st to 4th section, 2 miles.

D. T. Pelpola	Gertiville	28
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1st to 6th section, 3 miles.

Proprietors or Agents.	Estates.	Acreage.
Late Martin Kotalawala (M. H. Reeves)	Galpaya	50

1st to 8th section, 4 miles.

Mrs. J. Stephens (E. S. Stephens)	Cooroondowatta	486
Do. (do.)	Hapugahawatta	87
G. C. S. Hodgson (E. P. Andrews)	Somerset	437

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, December 11, 1922.

Duckwari-Cottaganga 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, January 6, 1923, at 3 P.M., at Cottaganga bungalow.

Business.

1. To elect a Local Committee for two years.
2. Immediately after the election the Local Committee will hold a meeting to consider and report to the Provincial Road Committee with regard to—

- The names of the estates (with their acreages) which are interested in and which use the road;
- The sections of the road used by these estates;
- The names of the proprietors, resident managers or superintendents, and of the agents of these estates.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, December 11, 1922.

Padiapelella-Ellamulla Branch Road.

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held on Monday, January 15, 1923, at Mandaranewera bungalow, at 3.30 P.M.

Business.

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

- The names of the estates (with their acreages) which are interested in and which use the road;
- The sections of the road used by these estates;
- The names of the proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of the moiety of the cost of maintenance for the year ending September 30, 1923.

G. H. BAIRD,
Mandaranewera estate, Chairman, Local Committee.
Kandapola, December 2, 1922.

Pupuressa Branch Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee for the above road will be held on Friday, January 5, 1923, at Delta Factory, at 2.30 P.M.

Business.

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

- The names of the estates (with their acreages) which are interested in and which use the road;
- The sections of the road used by these estates;
- The names of the proprietors, resident managers or superintendents, and of the agents of these estates;
- To come to some arrangement with regard to Mount Havana and Wariyagoda estates assessment.

Pooprassie Group,
Galaha, December 11, 1922. G. L. H. DOUDNEY,
Chairman, Local Committee.

Haputale-Dambatenna 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 Thursday, December 28, 1922, at 4 P.M., at Thotulagalla estate bungalow 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.

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

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

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

(c) The names of proprietors, resident managers or superintendents and of the agents of these estates for the assessment of the moieties of the cost of maintenance for the year ending September 30, 1923.

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,
Badulla, December 7, 1922.

R. A. G. FESTING,
Chairman.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted:—

No. 1,860 of September 16, 1921.

Societe Anonyme Compagnie Des Caoutchoucs De Padang.

"Improvements in and relating to processes and apparatus for rolling freshly coagulated rubber latex."

Abstract.—The applicants describe a machine for rolling freshly coagulated rubber latex. The machine has a plurality of pairs of rollers which are set at successively decreasing distances apart. On the upper portion of the lower cylinder of the pairs travels a single endless porous conveyor band and a similar band may pass over the lower parts of the upper cylinders. The rubber coagulum is fed on to the projecting lower conveyor and travels with it, between the two conveyors and then in turn between the various pairs of rolls.

The claims are:—

1. A process for rolling freshly coagulated rubber latex previous to the latex being fed into the sheet rolls proper, characterised by the fact that the coagulum, supported on a porous band conveyor, is successively fed between pairs of rolls having gaps of decreasing width, substantially as described.

2. Apparatus for carrying into effect the process claimed in claim 1, characterised by a plurality of pairs of rolls mounted in series and having gaps of gradually decreasing width, the lower rolls being covered by the upper portion of an endless porous band, while means are provided for preventing latex supported by said band from moving around the top rolls, substantially as described.

3. Apparatus as claimed in claim 2, wherein the said means comprise a second endless band the lower part of which passes along the under sides of the top rolls, substantially as described.

4. Apparatus as claimed in either of claims 2 and 3, wherein the lower endless band both at the feed and at the discharge side of the machine projects from the upper band so as to form a feed table and a discharge table, respectively, substantially as described.

5. Apparatus for rolling freshly coagulated rubber arranged, constructed, and adapted to operate substantially as described with reference to the accompanying drawings.

One sheet of drawings.

No. 1,944 of September 27, 1922.

Byrant and May Proprietary, Ltd.

"Means for attaching hinged lids to rectangular metal boxes."

Abstract.—The invention relates to rectangular metal boxes with hinged lids. Such boxes are punched in one side with a pair of aligned hinge pops into which are inserted the ends of a hinge pin adapted to be engaged by the curved hinge tail of the lid, which hinge tail is clamped to embrace the pin.

The applicants describe a mechanical means for automatically fitting a hinge pin into the pops of the tin body, feeding the lid to the pin, and bending the tail piece about the same. Secondary features include means for feeding the wire from a reel and for straightening and cutting to the required length the wire from which the hinge pins are made.

The claims are:—

1. In means for attaching hinged lids to rectangular metal boxes having a pair of aligned hinge pops, means for feeding the forward end of the hinge pin through one pop in the box, and a reciprocating carrier having a gripper thereon for gripping the forward end of the pin against the inside of the box, and an abutment on said gripper against which said end of the pin abuts, substantially for the purpose specified.

2. In means for attaching hinged lids to rectangular metal boxes of the type specified, gripping means as specified in claim 1, with means operating after the first rearward movement of the carrier of said gripping means to release the latter.

3. In means for attaching hinged lids to rectangular metal boxes of the type set forth, a gripper mounted upon a reciprocating carrier for gripping the forward end of the pin against the inside of the box, and a clamp on said carrier for holding the other end of the pin against the outside of the box.

4. In means for attaching hinged lids to rectangular metal boxes as specified, a gripper on a pivotted spring controlled lever on a reciprocating carrier and adapted to descend into the box and grip the forward end of the pin, and abutment on said gripper means to raise said gripper and a spring controlled pivotted clamp on said carrier for holding the rear end of the pin against the outside of the box.

5. In means for attaching hinged lids to rectangular metal boxes having a pair of aligned hinge pops, means mounted on a reciprocating carrier for gripping the hinge pin against the inside of the box, said outer gripping means provided with a groove for the pin, and an offset arm, and a reciprocating finger adapted to cross the path of said offset arm for the purpose specified.

6. The construction as set forth in claim 5, and in which outer gripping means consists of a spring controlled clamp provided with a pin which when the clamp is released, abuts temporarily against a stop for the purpose specified.

7. In means for attaching hinged lids to rectangular metal boxes having aligned hinge pops, means for feeding the forward end of the hinge pin through one pop in the box, a reciprocating carrier with a spring controlled lever thereon provided at its outer end with a longitudinally slidable concave roller engaging a vertically reciprocated rail, a gripper on the inner end of said lever for gripping the forward end of the pin, an abutment on said gripper, a guide for the hinge pops, and a spring controlled clamp on said carrier adapted to grip the rear end of the wire.

8. In means for attaching hinged lids to rectangular metal boxes having a pair of aligned hinge pops, reciprocating carrier with means mounted thereon for inserting the hinge pins in the hinge pops of the box, a chute for delivering the lids on to a support into an angular position overlying the box, a pusher on said carrier for advancing the lids, and a finger on said pusher for supporting the lids.

9. In means for attaching hinged lids to rectangular metal boxes having a pair of aligned hinge pops, a reciprocating carrier with means mounted thereon for inserting the hinge pins in the hinge pops of the box, a chute for delivering the lids on to a support into an angular position overlying the box, means to feed the lids to an elevator supporting the lids in inclined position, and means to raise said elevator to insert the hinge tail of the lid between the pin and the box.

10. In means for attaching hinged lids to rectangular metal boxes having a pair of aligned hinge pops, a reciprocating carrier lid feed chute and elevator as specified in claim 9, and a reciprocating hook supporting the lid and adapted to swing same over in open position.

11. In means for attaching hinged lids to rectangular metal boxes having a pair of aligned hinge pops engaged by a hinge pin, a chute for delivering the lid at an angle overlying the boxes, a reciprocating elevator for causing engagement of the hinge tail of a lid with the hinge pin, a reciprocating hook for swinging the lid away into open position, a reciprocating backing block adapted to enter the box and bear against the hinged side thereof, a hold down plate on the block, and a presser foot adapted when lowered to bend the hinge tail of the lid around the hinge pin.

12. In means for attaching hinged lids to rectangular metal boxes having a pair of aligned hinge pops engaged by a hinge pin, a chute for delivering the lid at an angle overlying the boxes, a reciprocating elevator for causing engagement of the hinge tail of a lid with the hinge pin, a reciprocating hook for swinging the lid away into open position, a reciprocating backing block adapted to enter the box and bear against the hinged side thereof, a presser foot provided with a ledge and formed on the end of a bent spring controlled lever, and means to operate said lever to cause the presser foot to move downwardly and towards the box for the purpose specified.

13. In means for attaching hinged lids to rectangular metal boxes having a pair of aligned hinge pops, a wire feeder, an inclined guide for the wire, a guillotine for cutting off the hinge pins, a reciprocating carrier, a gripper thereon for seizing the pin in the advance pop, a shoulder on a clamp for holding the rear end of the wire against the box opposite the rear-most pop, a chute for delivering the lids, a vertically operating elevator for engaging the hinge tail of the lid with the hinge pin, a reciprocating hook, a curved arm, a reciprocating backing block with a hold down plate, and a reciprocating presser foot with a ledge for the purposes specified.

14. An apparatus for fitting hinge pins in metal boxes and fitting the lid to same characterised by a continuously driven single cam shaft controlling the operation of mechanical integers in orders sequence as herein specified.

Three sheets of drawings.

No. 1,946 of October 12, 1922.

Welathanthirige Paulus Rodrigo.

"Boxes of mixed material of plain or fancy pattern."

Abstract.—The nature of the invention is described in the claim as follows:—

A rectangular box characterised by a metal lid in conjunction with a bottom which may be of metal or wood or pasteboard, together with sides which may be of wood or pasteboard, and the component parts of which are joined together, substantially as described and illustrated.

One sheet of drawings.

W. N. RAE,
Registrar of Patents.

LOCAL BOARD NOTICES.

Election of Unofficial Members, Local Board of Health and Improvement, Minuwangoda.

IT is hereby notified that the following persons have been elected to serve as Unofficial Members on the Local Board of Health and Improvement, Minuwangoda, for the years 1923 and 1924:—

Mr. J. E. Senviratne, J.P. Mr. T. S. Gunawardena.
Mr. D. M. P. R. Senanayake.

December 11, 1922.

J. G. FRASER,
Government Agent.

Election of Unofficial Members, Local Board, Anuradhapura.

IT is hereby notified that the following gentlemen have been elected Unofficial Members of the Local Board of Anuradhapura, for the years 1923 and 1924:—

1. Mr. V. Ramasamy. 3. Mr. M. M. Katu Bawa.
2. Mr. D. L. C. Jinadasa.

Local Board Office, G. F. R. BROWNING,
Anuradhapura, December 8, 1922. Chairman.

Sale of Property, Local Board, Nawalapitiya.

NOTICE is hereby given that the houses &c., at Nawalapitiya, mentioned in the annexed schedule, having been seized for non-payment of Local Board, water rates, and Police taxes Nawalapitiya, for 2nd quarter, 1922, will be sold by public auction on January 11, 1923, at 8 A.M., on the spot, at Nawalapitiya, in conformity with "The Local Boards Ordinance, No. 19 of 1905," unless in the meantime the amounts owing in respect of rates, together with lawful costs of seizure and sale are duly paid.

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

Kandy Kachchéri, E. H. R. TENISON,
December 11, 1922. for Government Agent.

SCHEDULE.

Kotmale street: Nos. 169; Ambagamuwa road: Nos. 99, 130, 147, 154, 156; Dolosbage road: Nos. 54, 71, 117; Campola road: Nos. 86-87; Hill road: Nos. 20, 21, 28, 37-38, 38A; Penitudumulla: Nos. 9-11, 14, 15, 15A, 16, 17, 18, 20, 21, 23, 24, 25, 26, 30, 31, 31A, 33, 40, 41, 43, 44, 46, 49, 55, 36; Baily road: Nos. 3, 9, 10, 17, 19.

Assessment Tax, 1923, Local Board, Puttalam.

IT is hereby notified that the Local Board of Health and Improvement of the town of Puttalam has, in terms of section 30 of "The Local Board Ordinance, 1898," imposed and levied for the year 1923, over and above the sums necessary for the maintenance of the Police of the same town, a rate of 4 per cent. on the annual value of all houses and buildings of every description and all tenements whatsoever within the said town of Puttalam, subject to the provisions of the aforesaid section, the rate to endure for the period of 12 months from January 1, to December 31, 1923.

Local Board Office,
Puttalam, December 7, 1922.

M. K. T. SANDYS,
Chairman.

Commutation Tax, 1923, Local Board, Puttalam.

NOTICE is hereby given to all persons residing within the limits of the Local Board of Puttalam, that the Board, acting under the provisions of section 35 of the Ordinance No. 13 of 1898, has resolved that on account

of the year 1923 a tax, payable in six days' labour, be imposed upon all persons residing within the limits of the said Board, who, if the Ordinance No. 31 of 1884 had not been passed, would have been liable, under the provisions of the Ordinance No. 10 of 1861, to the performance of labour for the maintenance of the roads or other public means of communication by land or by water.

Such labour may be commuted by a money payment of Rs. 2 on or before March 31, 1923, after which date the payment will be double that amount.

Local Board Office, M. K. T. SANDYS,
Puttalam, December 7, 1922. Chairman.

Animals and Vehicles Taxes, Local Board, Puttalam.

NOTICE is hereby given to persons residing within the limits of the Local Board of Puttalam, that the Board, acting under the provisions of section 36 of the Ordinance No. 13 of 1898, has resolved that an annual tax be imposed for the year 1923, on all carriages, carts, hackeries, jinrickshaws, horses, ponies, mules, bullocks, asses, dogs, and bicycles kept or used within the town for which such Board is constituted, and which are not (as regards carts, carriages, coaches, &c.) referred to in section 29 of the Ordinance No. 13 of 1898, at the rate specified in the schedule hereto annexed:—

SCHEDULE.	Rs.	c.
For every carriage	5	0
For every double bullock cart	4	0
For every single bullock cart	2	0
For every jinrickshaw	2	0
For every hand cart	2	0
For every hand water cart	1	0
For every horse, pony, or mule	2	50
For every bullock or ass	0	50
For every dog	1	0
For every bicycle	1	0

Local Board Office, M. K. T. SANDYS,
Puttalam, December 7, 1922. Chairman.

Assessment Tax in Sanitary Board Town of Yatiyantota, in Kegalla District.

IT is hereby notified that the Sanitary Board of Kegalla District, in terms of section 7 of "The Small Towns Sanitary Ordinance, 1892," as amended by section 3 of Ordinance No. 12 of 1913, made and assessed a rate of 5 per cent. per annum for the year 1923, on the annual value of all houses and buildings of every description and all lands and tenements whatsoever within the town of Yatiyantota, in the Kegalla District, save such as are by the said section of the said Ordinance exempted from payment of such rate.

Kegalla Kachcheri,
December 11, 1922.

G. S. WODEMAN,
Chairman.

Commutation Tax in Sanitary Board Towns of Kegalla District.

NOTICE is hereby given to persons residing within the Sanitary Board towns of Yatiyantota, Dehiowita, and Rambukkana, in the Kegalla District, that the Board acting under the provisions of section 32 of Ordinance No. 18 of 1892, has resolved that on account of the year 1923, a tax payable in six days' labour be imposed upon all persons residing within the limits of the said towns, who, if this section had not been passed, would have been liable under "The Road Ordinance 1861," to the performance of labour for the maintenance of roads or other public means of communication by land or by water.

2. Such labour may be commuted by a money payment of Rs. 2, on or before March 31, 1923.

Kegalla Kachcheri,
December 8, 1922.

G. S. WODEMAN,
Chairman.

TRADE MARKS NOTICES.

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

- (1) Application No. 2,727.
- (2) Date of Receipt: September 19, 1922.
- (3) Applicant (Proprietor of the Trade Mark): M. GHOUSE MOHIDEEN & CO., 64, Third Cross street, Pettah, Colombo; Importers and Estate Suppliers.
- (4) Address for service in the Island, if any:—
- (5) Class: Seventeen.
- (6) Goods: Cement.
- (7) Mark:



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

Registrar-General's Office, N. W. MORGAPPAH,
Colombo, December 6, 1922. Acting Registrar-General.

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

- (1) Application No. 2,729.
- (2) Date of Receipt: September 21, 1922.
- (3) Applicant (Proprietor of the Trade Mark): MASPERO FRERES, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), Westminster House, 7, Millbank, London S.W., England; and Quartel el Zaher, District el Wahli, Cairo, Egypt; Tobacco Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.
- (5) Class: Forty-five.
- (6) Goods: Manufactured tobacco.
- (7) Mark:



Registrar-General's Office, N. W. MORGAPPAH,
Colombo, December 13, 1922. Acting Registrar-General.

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

- (1) Application No. 2,781.
- (2) Date of Receipt: November 22, 1922.

(3) Applicant (Proprietor of the Trade Mark): THE FEDERAL RUBBER COMPANY OF ILLINOIS (a Corporation organized and existing under the laws of the State of Illinois, United States of America), City of Cudahy, County of Milwaukee, State of Wisconsin, United States of America; Manufacturers.

(4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.

(5) Class: Forty.

(6) Goods: All goods made wholly or partly of India-rubber or Guttapercha included in this class.

(7) Mark:

FEDERAL

Registrar-General's Office,
Colombo, December 13, 1922.

N. W. MORGAPPAH,
Acting Registrar-General.

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

(1) Application No. 2,782.

(2) Date of Receipt: November 22, 1922.

(3) Applicant (Proprietor of the Trade Mark): THE FEDERAL RUBBER COMPANY OF ILLINOIS (a Corporation organized and existing under the laws of the State of Illinois, United States of America), City of Cudahy, County of Milwaukee, State of Wisconsin, United States of America; Manufacturers.

(4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.

(5) Class: Forty.

(6) Goods: All goods made wholly or partly of India-rubber or Guttapercha included in this class.

(7) Mark:



Registrar-General's Office,
Colombo, December 13, 1922.

N. W. MORGAPPAH,
Acting Registrar-General.

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

(1) Application No. 2,783.

(2) Date of Receipt: November 23, 1922.

(3) Applicant (Proprietor of the Trade Mark): BADHAM ADOLPHUS THORNHILL, carrying on business under the name and style of "THE COLOMBO RUBBER WORKS," 30, Glennie street, Slave Island; and 9, Queen street, Fort, Colombo; Manufacturer of mechanical rubber goods.

(4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.

(5) Class: Forty.

(6) Goods: Rubber soles and heels.

(7) Mark:

EFELANT

Registrar-General's Office,
Colombo, December 13, 1922.

N. W. MORGAPPAH,
Acting Registrar-General.

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

(1) Application No. 2,784.

(2) Date of Receipt: November 23, 1922.

(3) Applicant (Proprietor of the Trade Mark): BADHAM ADOLPHUS THORNHILL, carrying on business under the name and style of "THE COLOMBO RUBBER WORKS," 30, Glennie street, Slave Island; and 9, Queen street, Fort, Colombo; Manufacturer of mechanical rubber goods.

(4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.

(5) Class: Forty.

(6) Goods: Rubber soles and heels.

(7) Mark:

GRID

Registrar-General's Office,
Colombo, December 13, 1922.

N. W. MORGAPPAH,
Acting Registrar-General.

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

(1) Application No. 2,786.

(2) Date of Receipt: November 23, 1922.

(3) Applicant (Proprietor of the Trade Mark): BADHAM ADOLPHUS THORNHILL, carrying on business under the name and style of "THE COLOMBO RUBBER WORKS," 30, Glennie street, Slave Island; and 9, Queen street, Fort, Colombo; Manufacturer of mechanical rubber goods.

(4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.

(5) Class: Forty.

(6) Goods: Rubber soles and heels.

(7) Mark:

PURUB

Registrar-General's Office,
Colombo, December 13, 1922.

N. W. MORGAPPAH,
Acting Registrar-General.

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

(1) Application No. 2,787.

(2) Date of Receipt: December 2, 1922.

(3) Applicant (Proprietor of the Trade Mark): MOUSTAFA, LIMITED (a Company incorporated under the laws of the United Kingdom of Great Britain and Ireland), 165, Piccadilly, London W., England; Tobacco Manufacturers.

(4) Address for service in the Island: Julius & Creasy, Bristol buildings, York street, Fort, Colombo.

(5) Class: Forty-five.

(6) Goods: Manufactured tobacco.

(7) Mark:

PRINCE CHARMING

Registrar-General's Office,
Colombo, December 13, 1922.

N. W. MORGAPPAH,
Acting Registrar-General.