



# Ceylon Government Gazette

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## Part I. — General.

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### PROCLAMATION BY THE GOVERNOR.

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

#### PROCLAMATION.

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

W. H. MANNING.

WHEREAS by Notification dated November 8, 1888, and published in the *Government Gazette* of the same date the following villages—Kudattanai, Ampan, Nakarkoyil, Kudarappu, Chempiyanpattu, Marutankeni, Vattirayan, Uduthurai, Aliyavalai—were constituted a new division called Vadamaradchi East:

And whereas it is expedient for administrative and revenue purposes to abolish the division of Vadamaradchi East, comprising as aforesaid the villages of Kudattanai, Ampan, Nakarkoyil, Kudarappu, Chempiyanpattu, Marutankeni, Vattirayan, Uduthurai, and Aliyavalai, and to add the villages of Kudattanai (both Kudattanai and Kudattanai-Karayoor), Ampan, Nakarkoyil, and Kudarappu, comprising the existing Udayar's division of Kudattanai to the division of Vadamaradchi West, which is to be known from and after the date of this Proclamation as Vadamaradchi, and to add the remaining villages of Chempiyanpattu, Marutankeni, Vattirayan, Uduthurai, and Aliyavalai, comprising the existing Udayar's division of Chempiyanpattu to the division of Pachchilaippali:

Now know Ye that We, the Governor of Ceylon, with the advice of the Executive Council, do hereby proclaim and appoint that from and after April 1, 1924, the villages of Kudattanai, Kudattanai-Karayoor, Ampan, Nakarkoyil, and Kudarappu, comprising the Udayar's division of Kudattanai, shall form part of the division of Vadamaradchi West, which shall be known from and after the date of this Proclamation as Vadamaradchi, and the villages of Chempiyanpattu, Marutankeni, Vattirayan, Uduthurai, and Aliyavalai, comprising the Udayar's division of Chempiyanpattu, shall form part of the division of Pachchilaippali:

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

By His Excellency's command,

CECIL CLEMENTI,  
Colonial Secretary.

GOD SAVE THE KING.

## APPOINTMENTS, &c., BY THE GOVERNOR.

No. 117 of 1924.

IT is hereby notified that HIS EXCELLENCY THE GOVERNOR has been pleased, under clauses 4 (II.), 6, 9, and 12 of "The Ceylon (Legislative Council) Order in Council, 1920," to appoint provisionally, subject to confirmation or disallowance by HIS MAJESTY THE KING, Mr. T. F. GARVIN, K.C., a person holding public office under the Crown in the Island, to be a Nominated Official Member of the Legislative Council of the Island, *vice* Mr. M. T. ARBAR.

By His Excellency's command,

Colonial Secretary's Office,      CECIL CLEMENTI,  
Colombo, March 24, 1924.      Colonial Secretary.

No. 118 of 1924.

IT is hereby notified that HIS EXCELLENCY THE GOVERNOR has been pleased, under clauses 5, 6, 9, and 12 of "The Ceylon (Legislative Council) Order in Council, 1920," to appoint provisionally, subject to confirmation or disallowance by HIS MAJESTY THE KING, J. C. RATWATTE, Disawa, and Mr. P. B. RAMBUKWELLA, to be the two Kandyan Members of the Legislative Council, until the return to the Island of the Hon. Mr. J. H. MEEDENIYA and the Hon. Mr. T. B. PANABOKKE, respectively.

By His Excellency's command,

Colonial Secretary's Office,      CECIL CLEMENTI,  
Colombo, March 24, 1924.      Colonial Secretary.

No. 119 of 1924.

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

Mr. P. J. HUDSON to act as Office Assistant to the Government Agent, Central Province, for one month from April 1, 1924, during the absence of Mr. C. J. D. LANKTREE on other duty, or until further orders.

Mr. M. C. F. POTGER to act as District Judge, Commissioner of Requests, and Police Magistrate for the judicial division of Badulla-Haldummulla from March 29 to April 1, 1924, inclusive, during the absence of Mr. C. E. DE PINTO, or until the resumption of duties by that officer.

Mr. W. E. DE SILVA to act as Commissioner of Requests and Police Magistrate, Balapitiya, for March 26, 1924, during the absence of Mr. A. G. RANASINHA, or until the resumption of duties by that officer.

Mr. T. B. YATAWARA to be Additional Police Magistrate, Nawalapitiya, for April 2, 1924.

Mr. O. L. DE KRETZER to be Additional Police Magistrate, Matara, for March 27, 1924.

Mr. EDMUND RODRIGO to be, in addition to his own duties, Additional Police Magistrate, Tangalla, for March 29, 1924.

Mr. E. W. EKENAYAKA to be Registrar of Servants, Colombo, with effect from March 24, 1924, until further orders.

By His Excellency's command,

Colonial Secretary's Office,      CECIL CLEMENTI,  
Colombo, March 27, 1924.      Colonial Secretary.

No. 120 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to sanction the following appointments in the Printing Department, with effect from April 2, 1924, during the absence on leave of Mr. H. ROSS COTTLE, or until further orders:—

Mr. A. C. RICHARDS to act as Government Printer.

Mr. E. SELLAYAH to act as Assistant Government Printer.

Mr. B. G. GUINAN to act as Second Assistant Government Printer.

Mr. W. FRANCIS SILVA to act as Third Assistant Government Printer.

By His Excellency's command,

Colonial Secretary's Office,      CECIL CLEMENTI,  
Colombo, March 27, 1924.      Colonial Secretary.

No. 121 of 1924.

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

*To be Lieutenants.*

Second-Lieutenant HUGH WYMIATT LITTLETON-GEACH.

Second-Lieutenant FRANK OLIVER SPRINKS.

Second-Lieutenant ROGER JAMES HARTLEY, M.C.

Second-Lieutenant ALCE JOSEELYNE BAMFORD, M.C.

Second-Lieutenant CLARE BABINGTON LOUDOUN-SHAND.

Second-Lieutenant FRANCIS IAN SINCLAIR SUTHERLAND, M.C.

By His Excellency's command,

Colonial Secretary's Office,      CECIL CLEMENTI,  
Colombo, March 21, 1924.      Colonial Secretary.

No. 122 of 1924.

IT is notified for information that HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Captain GEORGE ROBERT MASSY of his Commission in the Ceylon Mounted Rifle Corps Reserve, with effect from April 1, 1924.

By His Excellency's command,

Colonial Secretary's Office,      CECIL CLEMENTI,  
Colombo, March 25, 1924.      Colonial Secretary.

No. 123 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. H. THIEDE, provisionally, as Acting Consul for Denmark at Colombo, with effect from April 1, 1924, during the absence of Mr. K. NIELSEN from the Island.

By His Excellency's command,

Colonial Secretary's Office,      CECIL CLEMENTI,  
Colombo, March 24, 1924.      Colonial Secretary.

No. 124 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased, in terms of section 9 (1) of "The Labour Ordinance, No. 1 of 1923," to appoint Mr. J. W. OLDFIELD to be a Member of the Board of Indian Immigrant Labour, *vice* Mr. J. GRAEME SINCLAIR.

By His Excellency's command,

Colonial Secretary's Office,      CECIL CLEMENTI,  
Colombo, March 26, 1924.      Colonial Secretary.

No. 125 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Mr. G. W. HARRISON to be a Member of the District School Committee, Trincomalee, under section 6 (d) and section 8 of Ordinance No. 8 of 1907, *vice* Rev. Mr. E. T. SELBY, resigned.

By His Excellency's command,  
Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, March 26, 1924. Colonial Secretary.

No. 126 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Rev. Father L. J. AUGUSTINE to be a Member of the Sanitary Board, Mullaitivu, under section 5 (1) (c) of Ordinance No. 18 of 1892, *vice* Rev. Father V. HUXTIN.

By His Excellency's command,  
Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, March 25, 1924. Colonial Secretary.

No. 127 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint the under-mentioned gentlemen to be Visitors to the hospitals noted against their names for the year 1924 :—

Mr. F. N. DANIELS	} Kurunegala Hospital.
Mr. A. DE ZILVA	
Mr. J. S. PATTERSON	} Redigama Hospital.
Mr. W. G. MACK	
Mr. H. F. PEARSON	} Ratnapura Hospital.
Mr. W. W. MARTYN	
Mr. E. R. E. GEDDES	} Rakwana Hospital.
Mr. V. J. TATLOCK	
Mr. H. F. FITZPATRICK	} Balangoda Hospital.
Mr. G. G. PERKINS	
Mr. A. J. INGRAM	} Kahawatta Hospital.
Mr. G. GEDDES	

By His Excellency's command,  
Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, March 25, 1924. Colonial Secretary.

No. 128 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint D. D. S. MAYADUNNE APPUHAMY, Vidane Arachchi of Gravets, Kandy, to be, in addition to his own duties, an Inquirer for the Gravets of Kandy in Yatinuwara division, *vice* Mr. T. B. CLAAS, resigned.

By His Excellency's command,  
Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, March 20, 1924. Colonial Secretary.

No. 129 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. JOHN HOWLAND RASIAH JOSEPH, of No. 43, Hill street, Colombo, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, March 24, 1924. Colonial Secretary.

No. 130 of 1924.

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

By His Excellency's command,  
Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, March 21, 1924. Colonial Secretary.

No. 131 of 1924.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. AYATHURAI VARUNA KULASINGAM, at present practising as a Notary Public at Kayts, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, CECIL CLEMENTI,  
Colombo, March 21, 1924. Colonial Secretary.

### APPOINTMENTS, &c., OF REGISTRARS.

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

MUDIANSSELAGE PUNCHI APPUHAMY DIYAGAMA to act as Registrar of Lands, Colombo, for one day from March 31, 1924, during the absence of the Registrar, J. S. DE S. JAYAWARDANA, on leave.

PALWATTE DANIEL WEERAMAN to act as Additional Registrar of Lands, Galle, for three days from April 10, 1924, during the absence of the Additional Registrar, D. E. WIJESURIYA, on leave.

Registrar-General's Office, H. W. CODRINGTON,  
Colombo, March 25, 1924. Registrar-General.

IT is hereby notified that I have appointed Dr. VINCENT FLORIS DE ZOÏSA to be Medical Registrar of Births and Deaths of Hambantota town division, in the Hambantota District of the Southern Province, with effect from April 1, 1924, *vice* Dr. W. A. BARTHOLOMUEZ, transferred. His office will be at the Civil Hospital, Hambantota.

Registrar-General's Office, H. W. CODRINGTON,  
Colombo, March 24, 1924. Registrar-General.

IT is hereby notified that I have appointed AMPALAVANAR ARUMUGAM (provisionally) as Registrar of Marriages (General) of Islands division, in the Jaffna District of the Northern Province, with effect from April 1, 1924. His office will be at Tallaiyapattu in Punkudutivu East. Station: Papparavankali in Punkudutivu West on Saturdays.

Registrar-General's Office, H. W. CODRINGTON,  
Colombo, March 20, 1924. Registrar-General.

IT is hereby notified that I have appointed SUPPRUMANIAM SITHAMPARAPILLAI to act as Deputy Medical Registrar of Births and Deaths of Batticaloa town division, in the Batticaloa District of the Eastern Province, with effect from March 22, 1924, until further orders, *vice* S. THAMBIPILLAI, transferred. His office will be at the Civil Hospital, Batticaloa.

Registrar-General's Office, H. W. CODRINGTON,  
Colombo, March 24, 1924. Registrar-General.

IT is hereby notified that I have appointed SEENITHAMBY THAMBIPILLAI as Deputy Medical Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, with effect from March 22, 1924, *vice* S. SITHAMPARAPILLAI, transferred. His office will be at the Civil Hospital, Kalmunai.

Registrar-General's Office, H. W. CODRINGTON,  
Colombo, March 24, 1924. Registrar-General.

IT is hereby notified that I have appointed SENEVIRATNA GOMARA MUDIYANSELAGE TEVAHAMY to act as Registrar of Births and Deaths of Kalagam korale south division and of Marriages (Kandyan and General) of Kalagam palata division, in the Anuradhapura District of the North-Central Province, for three months, with effect from April 1, 1924, *vice* S. G. MUDALIHAMY, on leave. His office will be at Korasagalla.

Registrar-General's Office, H. W. CODRINGTON,  
Colombo, March 24, 1924. Registrar-General.

IT is hereby notified that I have appointed PATIRANNEHELAGE PUNCHIMAHATMAYA to act as Registrar of Marriages (Kandyan) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for eighteen days, with effect from March 24, 1924, *vice* Registrar, P. LOKUAPPUHAMI, on leave. His office will be at Welegedera-alutwatta at Ella-ala.

Registrar-General's Office, H. W. CODRINGTON,  
Colombo, March 20, 1924. Registrar-General.

IT is hereby notified that I have appointed WIJESUNDARA SENARA HIRIGE GIRIGORIS APPUHAMY to act as Registrar of Births and Deaths of Kempene division and of Marriages (Kandyan and General) of Kolonna korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three months, with effect from March 26, 1924, *vice* Registrar, W. S. DON DAVITH APPUHAMI, on leave. His office will be at Arambewatta in Dapane.

Registrar-General's Office, H. W. CODRINGTON,  
Colombo, March 20, 1924. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed SUDASINGE DON ARNOLIS SUDASINGHE to act as Registrar of Births and Deaths of Aturugiriya division and of Marriages (General) of Palle pattu of Hewagam korale division, in the Colombo District of the Western Province, on March 21, 1924, during the absence of the Registrar, JASINGHE DON TEGIS JAYASINGHA, on leave. His office will be at Etambagahawatta in Habarakada Station at Meegahawatta in Dedigomuwa.

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. D. P. KITULGODA to act as Registrar of Births and Deaths of Colombo Municipality division No. 5, in the Colombo District of the Western Province, on March 23, 1924, during the absence of the Registrar, Dr. J. L. FERNANDO, on leave. His office will be at 20c, Mayfield road, Kotahena.

The Additional Assistant Provincial Registrar, Kalutara District, has appointed PESTERUWELIYANARALLAGE SIMON COORAY to act as Registrar of Births and Deaths of Kalutara North division and of Marriages (General) of Kalutara totamuna division, in the Kalutara District of the Western Province, on March 19, 1924, during the absence of Registrar, D. A. WIJEMANNA, on leave. His office will be at Kurusiyawatta in Desastra Kalutara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DEHIWALA LIYANAGE DON PILORES APPUHAMY to act as Registrar of Births and Deaths of Kalupahana division and of Marriages (General) of Udugaha pattu division, in the Kalutara District of the Western Province, on March 21, 1924, during the absence of Registrar, D. J. A. PETTIRI, on leave. His office will be at Kospotugawatta in Kalupahana.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON LUTAS KOTALAWALA to act as Registrar of Births and Deaths of Kulupana division and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, for two days from March 27, 1924, during the absence of the Registrar, D. R. KOTALAWALA, on leave. His office will be at Karandemdiyelandu in Kahatapitiya.

The Additional Assistant Provincial Registrar, Kalutara District, has appointed PETIKIRIARACHCHIGE HENRY PETER GUNATLAKA to act as Registrar of Births and Deaths of Kumbuke division and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, for two days from March 28, 1924, during the absence of Registrar, D. P. DASSANAYAKA, on leave. His office will be at Kahatagahawatta in Kumbuke.

The Assistant Provincial Registrar, Kandy, has appointed WANISEKARA MUDIYANSELAGE DELGAHAMULLE RAN BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Pata Dumbara No. 6 division, in the Kandy District of the Central Province, for eleven days from March 21, 1924, during the absence of the Registrar, R. B. EKANAYAKA, on leave. His office will be at Delgahamullewattedegera in Naranpanawa, additional office at Paluwatta in Naranpanawa.

The Additional Assistant Provincial Registrar, Matara, has appointed DON BASTIAN MERENCHI ABEYSEKERA to act as Registrar of Births and Deaths of Pathagama division and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for twelve days from March 22, 1924, during the absence of the Registrar, D. D. K. NANAYAKKARA, on leave. His offices will be at Dangahawatta *alias* Godakadurugahawatta in Pathagama and Weligamageruppu in Kottagoda.

The Additional Assistant Provincial Registrar, Matara, has appointed CORNELIS WILLIAM SEPALA RATNAYAKE to act as Registrar of Births and Deaths of Bengamuwa division and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for three days from March 27, 1924, during the absence of the Registrar, R. W. S. RATNAYAKE, on leave. His office will be at Walawwewatta in Bengamuwa.

The Provincial Registrar, Northern Province, has appointed VIRAVAKU MUDALIAR SITTAMPALAM to act as Registrar of Marriages (General) of Vadamarachy west division, in the Jaffna District of the Northern Province, for eight days from March 20, 1924, during the absence of the Registrar, K. CHINNATTAMPY, on leave. His office will be at Variyattanai in Karaveddi West.

The Assistant Provincial Registrar, Mullaitivu, has appointed V. S. SHIVASAMBOO to act as Registrar of Marriages (General) of Maritime pattu division, in the Mullaitivu District of the Northern Province, for seven days from March 17, 1924, during the absence of the Registrar, S. I. WIJAYARUTNAM, on sick leave. His office will be at the Kachcheri, Mullaitivu.

The Assistant Provincial Registrar, Mullaitivu, has appointed KATHIRAVELU PONNAYIA to act as Registrar of Births and Deaths of Chinnacheddikulam East division and of Marriages (General) of Vavuniya South division, in the Mullaitivu District of the Northern Province, for fifteen days from March 17, 1924, *vice* Registrar, K. A. MALANAPILLAI, resigned. His office will be at Udayavalawu at Periyapuliyalankulam.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed MARIMUTTU PONNUTHURAI to act as Registrar of Births and Deaths of Koralai pattu north division and of Marriages (General) of Koralai pattu division, in the Batticaloa District of the Eastern Province, for thirty days from April 1, 1924, during the absence of the Registrar, M. MARIMUTTU, on leave. His office will be at Miravodai. Stations: Valaichenai and Kadiraveli.

The Assistant Provincial Registrar, Kurunegala, has appointed DISSANAYAKE MUDIYANSELAGE UKKU BANDA to act as Registrar of Births and Deaths of Meda pattu korale division and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for four days from March 28, 1924, during the absence of the Registrar, D. B. WEERASINGHE, on leave. His office will be at Narangomuwa.

The Assistant Provincial Registrar, Puttalam, has appointed ABEYARATNA HERAT MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Pandita pattu division, in the Puttalam District of the North-Western Province, on March 13, 1924, during the absence of the Registrar, T. B. WADIGAMANGAWA, on leave. His office will be at Wadigamangawa.

The Assistant Provincial Registrar, Anuradhapura, has appointed JAYAWARDANA MUDIYANSELAGE UKKU BANDA to act as Registrar of Births and Deaths of Nuwaragam korale north division and of Marriages (General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for fourteen days from March 22, 1924, during the absence of the Registrar, C. M. KIRI BANDA, on leave. His office will be at Diganegama.

The Assistant Provincial Registrar, Kegalla, has appointed MUDIYANSELAGE TIKRI BANDA to act as Registrar of Births and Deaths of Kandupita pattuwa south division and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for nineteen days from March 18, 1924, during the absence of the Registrar, M. UKKU BANDA, on leave. His office will be at Pahalawatta *alias* Hitinawatta in Alawatua.

The Assistant Provincial Registrar, Kegalla, has appointed SAMARASINHA HERAT MUDIYANSELAGE KIRI BANDA to act as Registrar of Births and Deaths of Kiraweli pattu east division and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for four days from March 19, 1924, during the absence of the Registrar, S. H. T. BANDA, on leave. His office will be at Dembatewatta in Otnapitiya.

The Assistant Provincial Registrar, Kegalla, has appointed IDIRISURI MUDIYANSELAGE APPUHAMI to act as Registrar of Births and Deaths of Meddemedliya pattuwa division and of Marriages (General) of Galboda and Kinigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, for five days from March 20, 1924, during the absence of the Registrar, E. M. KIRI BANDA, on leave. His office will be at Handagamewatta in Handagama.

The Assistant Provincial Registrar, Kegalla, has appointed WALKATURE MUDIYANSELAGE MEDDUMA BANDA to act as Registrar of Births and Deaths of Mawata pattuwa south division and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for four days from March 20, 1924, during the absence of the Registrar, L. B. GODIGOMUWA, on leave. His office will be at Muttettuwatta in Godigomuwa.

Registrar-General's Office, H. W. CODRINGTON,  
Colombo, March 25, 1924. Registrar-General.

WITH reference to the notification published in *Government Gazette* No. 7,159 dated February 25, 1921, it is hereby notified that Y. M. S. GUNASEKERA, Registrar of Births and Deaths of Kandapalla No. 2 division and of Marriages (General and Kandyan) of the Wellawaya division, in the Badulla District of the Province of Uva, will, with effect from May 1, 1924, have a station at Koslande town, where he will hold office on the 5th, 6th, 19th, and 20th of every month.

Registrar-General's Office, FRED. L. ANTHONISZ,  
Colombo, March 21, 1924. for Registrar-General.

## GOVERNMENT NOTIFICATIONS.

### "THE BIRTHS AND DEATHS REGISTRATION ORDINANCE, 1895."

WHEREAS by Notification dated July 1, 1899, published in the *Government Gazette* No. 5,629 of July 1, 1899, His Excellency the Lieutenant-Governor, with the advice of the Executive Council, divided the Northern Province of the Island for the purposes of the registration of births and deaths into the divisions specified in Part III. of the schedule to the said Notification:

And whereas it is expedient to abolish division No. 8 of the Revenue District of Mannar, and in lieu thereof to constitute two divisions 8 (a) and 8 (b):

It is hereby notified that His Excellency the Governor, 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 alter and amend the said Notification, with effect from April 1, 1924, by substituting for the Musaly South division therein and in the first column of the schedule hereto more fully described the two divisions specified in the second column of the said schedule.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, March 24, 1924.

CECIL CLEMENTI,  
Colonial Secretary.

#### SCHEDULE REFERRED TO.

##### Northern Province.—Mannar District.

Division as defined by Notification dated July 1, 1899.	Divisions as defined by this Notification.
8.— <i>Musaly South Division.</i> <i>Boundaries.</i> —North by Mettanveli and Pandaraveli, east by Veppal, south by Modragam-aru, west by Pulipanchandai.	8 (a) <i>Musaly South Division No. 1.</i> <i>Boundaries.</i> —North by Udayar's division of Musaly North, east by Udayar's division of Nanaddan East, south by Mankal aru, west by sea.
	8 (b) <i>Musaly South Division No. 2.</i> <i>Boundaries.</i> —North by Mankal-aru, east by Wilachchiya korale of the North-Central Province, south by Modragam-aru, west by sea.

## "THE BIRTHS AND DEATHS REGISTRATION ORDINANCE, 1895."

WHEREAS by 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 Southern Province of the Island for the purposes of the registration of births and deaths into the divisions specified in Part IV. of the schedule to the said Notification and by Notification dated November 20, 1914, published in *Government Gazette* No. 6,687 of December 11, 1914, altered division 8 and another of the Revenue District of Galle :

And whereas it is expedient further to amend division 8 (b) as well as division 7 :

It is hereby notified that His Excellency the Governor, 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 April 1, 1924, the said divisions 8 (b) and 7 of the Revenue District of Galle, and in the first column of the schedule hereto more fully described in the manner specified in the second column of the said schedule.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, March 28, 1924.

CECIL CLEMENTI,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

*Southern Province, Galle District.*

Division as defined in the Notification of July 1, 1899.	Divisions as defined by this Notification.
<p>7.—<i>Hikkaduwa Division.</i></p> <p>Boundaries: North by the limit of Godagama; south by the limit of Narigama; east by the limit of Gangaboda pattu; and west by the sea.</p>	<p>7.—<i>Hikkaduwa Division.</i></p> <p>Boundaries: North by the southern limits of Peraliya, Metiwala, and Alutwala; east by the limits of Gangaboda pattu; south by the limits of Narigama, Tiranagama, and Pinkanda; and west by the sea.</p>
<p>Division as defined by the Notification of November 20, 1914.</p> <p>8 (b) <i>Weragoda Division.</i></p> <p>Boundaries: North by the northern limits of Uduwaragoda, Weragoda, Galduwa, and Weragoda-Ronnaduwa; east by the western limits of Karitaduwa, Nindane, Batapola, Ampegama, and Galahenkanda; south by the northern limits of Galahenkanda, Gonapinuwala, Beratuduwa, Kalupe, Peraliya, and Telwatta; and west by the sea.</p>	<p>8 (b) <i>Weragoda Division.</i></p> <p>Boundaries: North by the northern limits of Uduwaragoda, Weragoda, Galduwa, Weragoda-Ronnaduwa, and the southern limits of Batapola and Nindana; east by the western limits of Nindana, Karitaduwa, Ampegama, and Galahenkanda; south by the northern limits of Galahenkanda, Gonapinuwala, Beratuduwa, Kalupe, and Sinigama; and west by the sea.</p>

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. M. D. W. Karunaratne ..	Clerk, Subordinate Clerical Service ..	Clerk, Excise Warehouse, Kandy

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, March 28, 1924.

CECIL CLEMENTI,  
Colonial Secretary.

IN pursuance of Land Sale Regulations Nos. 59 and 60, notice is hereby given that application has been made by Mr. John Horsfall on behalf of "Craig Tea Estates, Ltd.," for the lease, without competition, of land called Pattipolapatana, Gonamutawapatana, in extent 8 acres 1 rood and 8 perches, situated over an elevation of 5,000 feet, in the village of Gonamutawa in Mahapalata korale of Udukinda division, in the District of Badulla, Province of Uva, and described as lot 33 in final village plan No. 121 for the purpose of planting fuel trees for the needs of the lessee Company and its employees, and not for sale or any other purpose.

It is hereby further notified that, in view of the fact that the land is surrounded by the Company's property, there is no public access to it, and the Company has applied for a lease for its afforestation as a fuel reserve for the Company's needs, the said land will be leased to "Craig Tea Estates, Ltd.," without competition, for plantation as a fuel reserve only, for a period of 99 years at an upset rental of Re. 1 per acre per annum for the first six years, and Rs. 3 per acre per annum for the next 24 years, and subject to the terms and conditions laid down in printed form G. A.—A 139, unless valid reasons to the contrary are adduced to the satisfaction of His Excellency the Governor within six weeks from the date hereof.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, March 21, 1924.

CECIL CLEMENTI,  
Colonial Secretary.

## "THE VEHICLES ORDINANCE, No. 4 OF 1916."

SPECIAL by-law, for the whole of Ceylon, made by His Excellency the Governor in Executive Council, under section 22 of "The Vehicles Ordinance, No. 4 of 1916."

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, March 15, 1924.

CECIL CLEMENTI,  
Colonial Secretary.

## SPECIAL BY-LAW REFERRED TO.

By-law 18 of the special by-laws to regulate the use of motor cars, motor lorries, and motor cycles published by Notification dated January 20, 1922, in *Government Gazette* No. 7,246 of March 3, 1922, is hereby amended by the addition of the words "or Kandy" immediately after the word "Colombo" in line 2 of sub-paragraphs (c) and (d) (i.), respectively, of paragraph (8) thereof.

## "THE EXCISE ORDINANCE, No. 8 OF 1912."

HIS Excellency the Governor has been pleased to appoint Mr. A. Kenneth Pyper, nominated by the Ceylon Planters' Association, to be a Member of the Excise Advisory Committee for the Kandy Revenue District area for the remaining period ending September 30, 1924, *vice* Mr. H. A. Webb.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, March 20, 1924.

CECIL CLEMENTI,  
Colonial Secretary.

## "THE EXCISE ORDINANCE, No. 8 OF 1912."

HIS Excellency the Governor has been pleased to appoint Dr. R. W. Kirthisinghe, nominated by the Urban District Council, Negombo, to be a Member of the Excise Advisory Committee for the Negombo Urban District Council area, *vice* Mr. John H. Pereira.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, March 20, 1924.

CECIL CLEMENTI,  
Colonial Secretary.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the European Electorate (Urban).*

NOTICE is hereby given that the register relating to the Colombo Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Colombo Kachcheri on week days between the hours of 10 A.M. and 4 P.M., and on Saturdays between the hours of 10 A.M. and 1 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 25, 1924.

R. N. THAINE,  
Registering Officer for the European Electorate (Urban).

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the European Electorate (Rural).*

NOTICE is hereby given that the register relating to the Colombo Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Colombo Kachcheri between the hours of 10 A.M. and 4 P.M. on week days, and from 10 A.M. till 1 P.M. on Saturdays.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 24, 1924.

R. N. THAINE,  
Government Agent of the Western Province,  
Registering Officer for the Colombo Electoral District of the  
European Electorate (Rural).

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Commercial Electorate.*

NOTICE is hereby given that the register for the said constituency has been completed, and that such register is open for inspection at all reasonable hours at the Ceylon Chamber of Commerce, Colombo.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 26, 1924.

C. F. WHITAKER,  
Secretary, Ceylon Chamber of Commerce, Registering Officer for  
the Commercial Electorate.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Burgher Electorate.*

NOTICE is hereby given that the register relating to the Colombo Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Colombo Kachcheri on week days between the hours of 10 A.M. and 4 P.M., and on Saturdays between the hours of 10 A.M. and 1 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 26, 1924.

R. N. THAINE,  
Registering Officer for the Burgher Electoral District.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Colombo District Electorate.*

NOTICE is hereby given that the register relating to the Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Colombo Kachcheri on week days between the hours of 10 A.M. and 4 P.M., and on Saturdays between 10 A.M. and 1 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 27, 1924.

R. N. THAINE,  
Registering Officer for the Colombo District Electorate.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Negombo District Electorate.*

NOTICE is hereby given that the register relating to the Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Colombo Kachcheri on week days between the hours of 10 A.M. and 4 P.M., and on Saturdays between 10 A.M. and 1 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 27, 1924.

R. N. THAINE,  
Registering Officer for the Negombo District Electorate.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Western Province (Ceylon Tamil) Electorate.*

NOTICE is hereby given that the register relating to the Colombo Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Colombo Kachcheri on week days between the hours of 10 A.M. and 4 P.M., and on Saturdays between the hours of 10 A.M. and 1 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 26, 1924.

R. N. THAINE,  
Registering Officer for the Western Province  
(Ceylon Tamil) Electorate.



## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Indian Electorate.*

NOTICE is hereby given that the register relating to the Colombo Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Colombo Kachcheri on week days between the hours of 10 A.M. and 4 P.M., and on Saturdays between 10 A.M. and 1 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 27, 1924.

R. N. THAINE,  
Registering Officer for the Indian Electorate, Colombo.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Muhammadan Electorate.*

NOTICE is hereby given that the register relating to the Colombo Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Colombo Kachcheri, on week days between the hours of 10 A.M. and 4 P.M., and on Saturdays between the hours of 10 A.M. and 1 P.M.

Any person claiming to have his name inserted in such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 24, 1924.

R. N. THAINE,  
Registering Officer for the Muhammadan Electoral District.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituencies of the European (Rural), Central Province (Urban), Central Province (Rural), Indian, and Muhammadan Electorates.*

NOTICE is hereby given that the registers relating to the following constituencies, viz. :—

- |                                 |                           |
|---------------------------------|---------------------------|
| 1. European Electorate (Rural); | 4. Indian Electorate;     |
| 2. Central Province (Urban);    | 5. Muhammadan Electorate; |
| 3. Central Province (Rural);    |                           |

have been completed, and that copies of such registers are open for inspection at the Nuwara Eliya Kachcheri at all reasonable hours.

Any person claiming to have his name inserted in any register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the undersigned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 24, 1924.

E. T. DYSON,  
Registering Officer for the Revenue District of Nuwara Eliya.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the European Electorate (Rural).*

NOTICE is hereby given that the register of voters in the Electoral District of Mullaittivu for the above constituency has been completed, and that it is open for inspection at all reasonable hours at this Kachcheri. Any person claiming to have his name inserted in the register, or, if entitled to do so, objecting to the name of any person appearing therein, should make his application to me.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 26, 1924.

M. K. T. SANDYS,  
Assistant Government Agent, Mullaittivu,  
Registering Officer for the Mullaittivu Electoral District of the  
Constituency of the European Electorate (Rural).

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Northern Province, Eastern Division.*

NOTICE is hereby given that the register of voters in the Electoral District of Mullaittivu for the above constituency has been completed, and that it is open for inspection at all reasonable hours at this Kachcheri. Any person claiming to have his name inserted in the register, or if entitled to do so, objecting to the name of any person appearing therein, should make his application to me.

Such application should be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 26, 1924.

M. K. T. SANDYS,  
Assistant Government Agent, Mullaittivu,  
Registering Officer for the Mullaittivu Electoral District of the  
Constituency of the Northern Province, Eastern Division.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Muhammadan Electorate.*

NOTICE is hereby given that the register of voters in the Electoral District of Mullaittivu for the above constituency has been completed, and that it is open for inspection at all reasonable hours at this Kachcheri. Any person claiming to have his name inserted in the register, or, if entitled to do so, objecting to the name of any person appearing therein, should make his application to me.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 26, 1924.

M. K. T. SANDYS,  
Assistant Government Agent, Mullaittivu,  
Registering Officer for the Mullaittivu Electoral District  
of the Constituency of the Muhammadan Electorate.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Indian Electorate.*

NOTICE is hereby given that the register of voters in the Electoral District of Mullaittivu for the above constituency has been completed, and that it is open for inspection at all reasonable hours at this Kachcheri. Any person claiming to have his name inserted in the register, or, if entitled to do so, objecting to the name of any person appearing therein, should make his application to me.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

March 26, 1924.

M. K. T. SANDYS,  
Assistant Government Agent, Mullaittivu,  
Registering Officer for the Mullaittivu Electoral District  
of the Constituency of the Indian Electorate.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the European Electorate (Rural).*

NOTICE is hereby given that the register relating to the Batticaloa Electoral District of the said constituency has been completed, and that a copy of such register is open for inspection at the Batticaloa Kachcheri between the hours of 9.30 A.M. and 2 P.M. on Saturdays, and on week days between the hours of 9.30 A.M. and 4.30 P.M.

Any person claiming to have his name inserted in any such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, and must set out the grounds of application, and give an address for the receipt of notices.

March 23, 1924.

C. V. BRAYNE,  
Government Agent, Eastern Province,  
Registering Officer for the European Electorate (Rural)  
of the Batticaloa Revenue District.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Batticaloa Revenue District.*

NOTICE is hereby given that the registers relating to the Batticaloa Electoral Revenue District has been completed, and that copies of such register are open for inspection at the—

*Batticaloa Kachcheri.*—Between the hours of 9.30 A.M. and 2 P.M. on Saturdays, and on other week days between the hours of 9.30 A.M. and 4.30 P.M.

*Karavaku Vanniah's Office at Kalmunai.*—During day at any time.

*Akkarapattu Vanniah's Office at Akkarapattu.*—During day at any time.

Any person claiming to have his name inserted in any such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of publication of this notice, and must set out the grounds of application, and give an address for the receipt of notices.

March 23, 1924.

C. V. BRAYNE,  
Government Agent, Eastern Province,  
Registering Officer for the Batticaloa Electoral Revenue District.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of Indian Electorate.*

NOTICE is hereby given that the register relating to the Indian Electorate of the Batticaloa Revenue District has been completed, and that copies of such register are open for inspection at the—

*Batticaloa Kachcheri.*—Between the hours of 9.30 A.M. and 2 P.M. on Saturdays, and on other week days between the hours of 9.30 A.M. and 4.30 P.M.

*Karavaku Vanniah's Office at Kalmunai.*—During day at any time.

*Akkaraipattu Vanniah's Office at Akkaraipattu.*—During day at any time.

Any person claiming to have his name inserted in any such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of publication of this notice, and must set out the grounds of application, and give an address for the receipt of notices.

C. V. BRAYNE,  
Government Agent, Eastern Province,  
Registering Officer for the Indian Electorate of the  
Batticaloa Revenue District.

March 23, 1924.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituency of the Muhammadan Electorate.*

NOTICE is hereby given that the register relating to the Muhammadan Electorate of the Batticaloa Revenue District has been completed, and that copies of such register are open for inspection at the—

*Batticaloa Kachcheri.*—Between the hours of 9.30 A.M. and 2 P.M. on Saturdays, and on other week days between the hours of 9.30 A.M. and 4.30 P.M.

*Karavaku Vanniah's Office at Kalmunai.*—During day at any time.

*Akkaraipattu Vanniah's Office at Akkaraipattu.*—During day at any time.

Any person claiming to have his name inserted in any such register, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of publication of this notice, and must set out the grounds of application, and give an address for the receipt of notices.

C. V. BRAYNE,  
Government Agent, Eastern Province,  
Registering Officer for the Muhammadan Electorate of  
the Batticaloa Revenue District.

March 23, 1924.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituencies of the European (Rural), Trincomalee Revenue District, Indian, and Muhammadan Electorates.*

NOTICE is hereby given that the registers relating to the Trincomalee Electoral District of the above said constituencies have been completed, and that such registers are open for inspection at all reasonable hours at the Trincomalee Kachcheri.

Any person claiming to have his name inserted in such registers, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

W. L. MURPHY,  
Registering Officer for the Trincomalee Electoral District of  
the Constituencies of European (Rural), Trincomalee Revenue District,  
Indian, and Muhammadan Electorates.

March 25, 1924.

## "THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

*Constituencies of the European (Rural), North-Western Province (Western Division), North-Western Province (Eastern Division), Muhammadan, and Indian Electorates.*

NOTICE is hereby given that the registers relating to the Electoral Districts which are comprised in the Revenue District of Chilaw and Puttalam of the said constituencies have been completed, and that such registers (or copies of such registers) are open for inspection at all reasonable hours at the Puttalam Kachcheri.

Any person claiming to have his name inserted in any such registers, or, if entitled to do so, objecting to the name of any person appearing therein, should make application to the Registering Officer hereinafter mentioned.

Such application must be made within four weeks from the date of the publication of this notice, set out the grounds of application, and give an address for the receipt of notices.

W. K. H. CAMPBELL,  
Assistant Government Agent, Puttalam,  
Registering Officer for the European (Rural), North-Western Province  
(Western Division), North-Western Province (Eastern Division),  
Muhammadan, and Indian Electorates,  
relating to the Electoral Districts which are  
comprised in the Revenue District of Chilaw and Puttalam.

March 24, 1924.

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of (a) Natal steam coal, Bengal steam coal, and (c) Transvaal steam coal, as per specification, from May 1, 1924, to October 31, 1924.

*Specification.*

(i.) All steam coal supplied must be of large size, free from stone, shale, and other foreign matter.

(ii.) The coal must evaporate 7 lb. water per lb. of coal. The test will be made at a temperature of 100° F.

(iii.) The ash given from the coal after burning shall not exceed 25 per cent. of the coal consumed, the tests being made by weighing the coal before burning and the ash after burning.

(iv.) Dust shall not exceed 15 per cent. on a screen of 1 in. mesh.

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

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

4. Tenders should be marked "Tender for Coal" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on April 15, 1924.

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

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

7. Five cwt. of samples for testing purposes of each kind of coal offered must be deposited with the Colonial Storekeeper.

8. The security required will be Rs. 500 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

12. All tenders for imported articles will be accepted only on the condition that the tenderer shall give the Government the benefit of any decrease in the Customs duties made after the signing of the tender and up to the expiry of the contract entered into hereafter, and the Government likewise undertakes to pay over and above the tendered rate such sum as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

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

March 20, 1924.

JOHN GIBB,  
Colonial Storekeeper.

TENDERS are hereby invited for loading and unloading goods, which includes transferring from one wagon to another when necessary, from persons willing to contract for the services from October 1, 1924, for a period of one, two, or three years, at the under-mentioned Goods Sheds:—

Peradeniya New, Kandy, Wattegama, and Matale.

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

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

4. Tenders should be marked "Tender for Loading and Unloading of Goods at ——" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 17, 1924.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the General Manager of the Railway, and no tender will be considered unless it is on the recognized form. Separate tenders must be submitted in respect of each service, and unless this condition is strictly adhered to the tender will not be considered.

6. A deposit of Rs. 50 in respect of each separate service in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo bank, and when making deposit it must be stated for which service or services the deposit is made so that this may be shown on the deposit receipt, which must be produced before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be Rs. 500.

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

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

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

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

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

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

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

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

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

General Manager's Office,  
Colombo, March 21, 1924.

T. E. DUTTON,  
General Manager.

**TENDERS** are hereby invited for loading, unloading, and stacking firewood at the following places on Week Days and Sundays from October 1, 1924, to September 30, 1925:—

*Colombo District.*

(a) Loading into special trains between Polgahawela and Anuradhapura.

(b) Loading into special trains between Maradana and Polgahawela.

(b1) Unloading and stacking at Kurunegala, Veyangoda, and Dematagoda.

(c) Loading into special trains between Ragama and Chilaw.

(c1) Unloading and stacking at Dematagoda, Chilaw, Katunayake, and Nattandiya.

(d) Loading into special trains between Maradana, Opanake, or Yatiyantota.

(d1) Unloading and stacking at Dematagoda, Opanake, Ratnapura, Yatiyantota, and Waga.

(e) Loading into special trains between Maradana and Matara.

(e1) Unloading and stacking at Matara, Galle, Alutgama, Moratuwa, and Dematagoda.

*Anuradhapura District.*

(f) Loading into special trains between Ambanpola and Talaimannar.

(f1) Unloading and stacking at Anuradhapura or at any other station as required.

(g) Loading into special trains between Madawachchi and Kankasanturai.

(g1) Unloading and stacking at Kankasanturai and at any other station as required.

(h) Removing firewood from Forest Department depôt at Anuradhapura station and stacking in Loco depôt at Anuradhapura station.

*Upper District.*

(j) Loading into special trains between Kadugannawa, Galgamuwa, and Veyangoda.

(j1) Unloading and stacking at Rambukkana.

(k) Loading into special trains between Kadugannawa, Matale, and Nawalapitiya.

(k1) Unloading and stacking at Kandy.

(l) Loading into special trains between Nawalapitiya and Hatton.

(m) Loading into special trains between Hatton and Haputale.

(n) Unloading and stacking at Nawalapitiya.

(o) Unloading and stacking at Hatton.

(p) Unloading and stacking at Nanu-oya.

(q) Unloading and stacking at Bandarawela.

2. The rates should be shown separately for each head of service, viz., (i.) loading, (ii.) unloading and stacking.

3. Not less than 100 cubic yards per hour are to be loaded, and not less than 100 cubic yards per hour are to be unloaded and stacked.

4. Loaded firewood wagons when detached at out-stations should be unloaded and the wood re-stacked within 4 hours' time after arrival at their destination.

5. Cooly contractor for Colombo District should report himself personally to the District Locomotive Superintendent, Colombo, 3 times a week.

6. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Controller of Revenue, Colombo.

7. Tenders should be deposited in the Office of the Controller of Revenue, or be sent through the post.

8. Tenders should be marked "Tender for Loading, Unloading, and Stacking Firewood" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue, Colombo, not later than midday on Tuesday, May 27, 1924.

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

10. A deposit of Rs. 20 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo Bank, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved

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

11. The amount of security required will be Rs. 50 in cash. All other necessary information can be ascertained upon application at the office referred to in section 7.

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

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

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

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

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

17. Contracts may not be assigned or sublet without the authority of the General Manager.

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

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

General Manager's Office,  
Colombo, March 21, 1924.

T. E. DUTTON,  
General Manager.

**TENDERS** are hereby invited for the supply of liquid fuel to the Railway Department for a period of one year from October 1, 1924, to September 30, 1925.

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

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

4. Tenders should be marked "Tender for the Supply of Liquid Fuel to the Railway Department," in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 20, 1924.

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

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

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

8. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract. The successful tenderer must lodge a cash security of Rs. 1,000.

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

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

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

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

13. The minimum quantity of liquid fuel to be supplied during the above-mentioned period shall be 80,000 gallons per annum, and the maximum quantity 180,000 gallons per annum.

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

- (a) Delivery *ex* the contractor's Colombo installation.
- (b) Delivery by tank carts at Maradana or elsewhere within the gravets of Colombo.

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

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

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

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

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

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

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

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

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

24. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person, whose name is on

the list of Crown defaulting contractors or any other person to whom the General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

25. All tenders for imported articles will be accepted only on the condition that the tenderer shall give the Government the benefit of any decrease in the Customs duties made after the signing of the tender and up to the expiry of the contract entered into hereafter, and the Government likewise undertakes to pay over and above the tendered rate such sum as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

General Manager's Office,  
Colombo, March 21, 1924.

T. E. DUTTON,  
General Manager.

TENDERS are hereby invited for the supply of bricks to the Lower and Central Districts of the Railway from persons willing to contract from October 1, 1924, to September 30, 1925, to be delivered at any place within the gravets of Colombo, as required by the Railway Department, and to be as per under-mentioned specifications, viz. :—

*Standard Bricks.*—To be the best stock bricks, 8½ in. by 4½ in. by 2½ in.; sound, clean out, hard, and well burned, of uniform size and shape to standard sample, which may be seen at the Office of the Railway Storekeeper.

The following is a *pro forma* estimate of the requirements for the financial year 1924–25.

Standard bricks as above 2,000,000 to be delivered at the rate of 60,000 per week, if on order.

*The Department does not in any way guarantee that the number shown as required is even an approximate estimate, and tenderers must take all risks of total quantity actually required and the quantity of orders they may receive.*

Each tender must specify the rates per 1,000, and contain an undertaking to supply bricks up to the standard of samples inspected.

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

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

4. Tenders should be marked "Tender for the Supply of Bricks to the Lower and Central Districts of the Railway," in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 20, 1924.

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

6. A deposit of Rs. 50 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo Bank, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be Rs. 2,000. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

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

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

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

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

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

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

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

General Manager's Office,  
Colombo, March 21, 1924.

T. E. DUTTON,  
General Manager.

**TENDERS** are hereby invited for loading and unloading goods, which includes transferring from one wagon to another when necessary, from persons willing to contract for the service from October 1, 1924, for a period of one, two, or three years, at the under-mentioned Goods Sheds:—

- (a) Galle and Matara.
- (b) Nanu-oya.

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

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

4. Tenders should be marked "Tender for Loading and Unloading of Goods at\*— Goods Sheds" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 17, 1924.

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

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

7. The amount of security required will be Rs. 500 for service marked (a), and Rs. 250 for service marked (b).

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

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

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

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

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

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

\* Name station.

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

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

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

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

General Manager's Office,  
Colombo, March 21, 1924.

T. E. DUTTON,  
General Manager.

**TENDERS** are called for the supply of 1,000,000 standard bricks at any of the under-mentioned places:—

Chief Construction Engineer's Yard, Colombo.

Kelaniya Station.

Any Railway Station between Ragama and Polgahwela.

The bricks must be delivered at the Station Yard, and stacked near the line at a convenient spot for loading.

Bricks will not be accepted at points on the line between stations.

The rate quoted must include transport to the station named in the tender.

The size of the bricks required will be  $8\frac{1}{2}$  in. by  $4\frac{1}{4}$  in. by  $2\frac{3}{4}$  in.

Samples to be submitted to the Chief Construction Engineer, Railway Extensions, Colombo.

The contractor will be expected to commence supplying as soon as possible after the agreement is entered into, and to complete delivery of the quantity contracted for by July 31, 1924.

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

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

4. Tenders should be marked "Tenders for Standard Bricks" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on April 8, 1924.

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

6. A cash deposit of Rs. 50 will be required to be made at the General Treasury or at any Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract. No deposits for tender forms will be accepted at the Chief Construction Engineer's Office.

7. The successful tenderer will be required to furnish cash security of 10 per cent. of the value of bricks tendered for, and to sign the bond given in the tender for the due fulfilment of the contract, also to furnish with each tender a letter in duplicate signed by two responsible persons, whose addresses must be given, engaging to become an additional security for the due performance of the contract. The amount deposited for tender forms will form part of the security. In addition to this a retention of 5 per cent. will also be held out of the money due to the contractor.

8. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Chief Construction Engineer. Sanction will not be given for any transfers, including powers of attorney, in favour of persons in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contract.

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

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

11. Any further information can be obtained on application to the Chief Construction Engineer, Colombo.

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

Colombo, March 25, 1924.

**TENDERS** are invited for the supply of fifty tons of first class teak squares averaging 50 cubic feet with sides not less than 12 inches and length 15 feet and upwards.

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

3. The rate quoted must be per ton delivered at the Railway Extensions Store, Colombo, and complete delivery by June 30, 1924.

4. 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.

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

6. Tenders should be marked "Tenders for Supplying Teak to the Railway Extensions Department," in the left hand corner of the envelope; and should reach the Office of the Controller of Revenue not later than midday on Tuesday, April 22, 1924.

7. The tenders are to be made upon forms which will be supplied upon application at the Office of the Chief Construction Engineer, Railway Extensions, Colombo, and no tender will be considered, unless it is on the recognized form.

8. A deposit of Rs. 100 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

9. The amount of security required will be Rs. 500. All other necessary information can be ascertained upon application at the office referred to in section 7.

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

11. The teak must be delivered in such a manner and as instructed at the place provided in clause 3 above. It must be unloaded from the carts and properly stacked at the place or places pointed out by the officers concerned.

12. No payment will be made until the Chief Construction Engineer has given a certificate that the teak has been stacked to his satisfaction.

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

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 tenders, and the right of accepting any portion of a tender.

16. The Government will not be responsible for any personal injuries received by the contractor or his employees in connection with any work performed under this contract.

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

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

19. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person whose name is on the list of Crown defaulting contractors or any other person to whom the Chief Construction Engineer, Railway Extensions, for reasons which appear to him sufficient, objects after giving due notice to his objection in writing.

20. Any further information can be obtained on application to the Chief Construction Engineer, Railway Extension Office, Colombo, and not to the under-signed in person.

M. COLE BOWEN,  
Chief Construction Engineer,  
Railway Extension Office,  
Colombo, March 25, 1924.

M. COLE BOWEN,

Chief Construction Engineer,  
Railway Extensions.

**TENDERS** are hereby invited for the supply of sleepers to be completed as specified in the schedule annexed below. The area to be exploited for the supply and further details are given in the schedule.

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

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

4. Tenders should be marked "Tender for Sleepers, Western Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, April 29, 1924.

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

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

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

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

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

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

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

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



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

14. Separate rates per broad gauge and narrow gauge sleepers delivered, transported at the Alutgama Railway Station premises, must be quoted, written both in words and figures.

15. Persons desirous of tendering are advised to acquaint themselves carefully of the nature of the work, and of the contract they will be required to sign.

16. For any further information and for inspection of the draft contract, application should be made to the Divisional Forest Officer, Western Division, Colombo.

#### General Conditions.

Enumerated trees only are to be felled within 6 inches of the ground by saw or axe and saw combined, and where there is any avoidable waste in conversion of the trees double royalty will be charged for wasted material.

2. All suitable dead and hollow trees, and branch-wood within the forest, in addition to all matured sound trees, be utilized for conversion into sleepers. Parts of logs attacked by fungus or defective parts of logs are not to be sawn into sleepers. The sleepers should be sawn from sound matured wood, free from shakes, cracks, sapwood, and large or loose knots.

3. Broad gauge sleepers are to be of the following dimensions:—9 ft. by 10 in. by 5 in.; and narrow gauge sleepers 5 ft. by 10 in. by 5 in.

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

4. Sleepers should be covered with saw dust or immersed in water, and be invariably placed under shade immediately they are sawn until they can be transported to delivery depôt, where they should be stacked and kept under shade. Sufficient space is to be left between each stack for the checking officers to inspect every side of each stack.

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

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

#### Schedule.

To fell and convert into 3,000 broad gauge and 4,000 narrow gauge sleepers (more or less) from the available Yakahalu trees standing in Kalugalmukalana, in Matugama Range of the Western Division, and to deliver them stacked at Alutgama Railway Station premises as directed by a Forest Officer, work to commence after signing the contract, and to be completed by September 20, 1924.

Distance of transport: 30 miles.

Office of the Conservator of Forests, J. D. SARGENT,  
Kandy, March 25, 1924. Conservator of Forests.

**TENDERS** are hereby invited for the construction of a school building, 50 ft. by 20 ft., and attached quarters and two temporary pit latrines at Doluwa in Udapalata, Kandy District, Central Province.

2. Tenders must be addressed to the Chairman, District Schools Committee, Kachcheri, Kandy, and should reach the Kachcheri on or before 12 noon, on April 5, 1924.

3. The plans and specification may be seen, and further information obtained at the Kandy Kachcheri. A bill of quantities will be issued to any intending tenderer to assist him in making up his estimate. No further payment will be made on the agreement for any extra work done without the sanction of the Chairman.

4. Tenderers must be prepared to enter into an agreement with the Chairman of the District Schools Committee for the due performance of the contract at the price quoted in the tender.

5. The successful tenderer will be required to enter into an agreement and to furnish security for the due performance of the contract.

6. A deposit of Rs. 50 should accompany the tender. Should any person decline to enter into the contract or bond, or fail to furnish approved security, within 7 days of receiving a notice in writing from the Chairman that his tender has been accepted, his deposit shall be forfeited to the District Schools Committee. All other deposits will be returned upon signature of contract or agreement.

7. The Chairman, District Schools Committee, does not bind himself to accept the lowest or any tender, and reserves to himself the right of accepting or rejecting any tender.

Kandy Kachcheri,  
March 27, 1924.

W. L. KINDERSLEY,  
Chairman.

## SALE OF UNSERVICEABLE ARTICLES, &c.

**T**HE following unserviceable articles will be sold by public auction at the Civil Medical Stores, Francis road, Maradana, on Friday, April 4, 1924, at 10 A.M.:

#### Instruments.

1 apparatus, electro-magnetic	1 sterilizer, steam
1 burner, petroleum	1 battery, 18 cells
1 lifter, patient	3 oxygen cylinders (empty)

#### Opium Stores.

2 brass ladles	35 yards, electric wire
2 buckets hand, galvanized	1 gas lighter, brass
8 sets bell weights	10 scales, Avery
1 brass dish, large	1 scale counter, with marble top
1 commode, with cover	1 table lamp, complete
51 drawers, teak	Tin cutter
1 electric bell	

#### Anchylostomiasis Campaign Stores.

10 bowls, enamelled	8 jugs, enamelled
11 basins	1 kettle, enamelled
9 buckets, galvanized	9 lanterns, for candles
10 cup boards, deal wood	7 lanterns, hurricane
1 coffee pot	2 mugs, enamelled
11 chamber pot, enamelled	6 pails, enamelled
15 camp cots	1 saucepan, enamelled
8 cases attach, leather	13 tapal tins
3 filters	

J. C. COOKE,  
for Principal Civil Medical Officer and  
Inspector-General of Hospitals.

Colombo, March 24, 1924.

**N**OTICE is hereby given that the under-mentioned private property of long-sentenced and deceased prisoners of the Anuradhapura Jail will be sold by public auction on Monday, March 31, 1924, at 11.30 A.M., at the Jail premises:—

17 old sarongs  
13 old cloths  
14 old banians

9 old towels  
5 old handkerchiefs  
1 old shawl

7 old belts  
7 pieces of cloths  
1 old crooked comb

Anuradhapura Prison,  
March 12, 1924.

J. N. ARUMUGAM,  
for Superintendent.

NOTICE is hereby given that the following unclaimed effects of dead patients and unclaimed productions in criminal cases will be sold by public auction on Saturday, April 12, 1924, at 12 noon :—

20 bangles  
3 necklets of beads  
3 earrings  
5 rings  
3 keys

1 waist-chain  
1 hairpin  
1 talisman  
2 necklets  
1 knife

Three pairs earrings, 5 silver rings, 1 necklet of beads with eight 10-cent pieces, 2 talisman, 1 belt, 2 gowns, 2 sela cloths, 2 red handkerchiefs, 1 banian, 1 nose drop, 2 small silver rings, 2 brass chambus, 2 brass plates, 1 frying pan, 2 knives, 1 wooden box.

479 L .. Two bangles  
492 L .. One bunch keys, one umbrella  
511 L .. One knife, one string  
5262/15477 .. One ring  
5274/13959 .. One silver necklace, red camboy  
5295/14185 .. Two bags, chetty's clothes, empty money bag  
5319/14657 .. One club, one knife  
5326/18066 .. One cloth

5327/17990 .. One handkerchief  
5328/18340 .. One knife  
5329/18057 .. One katty  
5334/13817 .. One belt, one key, crow bar, seven sheets paper  
5344/18190 .. Piece of mat, mat bag  
5345/15164 .. One club  
5345/18896 .. One katty  
5353/17059 .. One chintz cloth, one handkerchief, mat bag  
5355/19243 .. One knife  
5359/19168 .. One crowbar  
5366/15149 .. Piece of candle, mamoty, lock of window  
5367/19073 .. Two sticks  
5377/20051 .. Two knives, hoop staple padlock  
5378/19794 .. Mamoty, coconut peeler  
5383/19940 .. Katty  
5390/20332 .. One jacket  
5393/20326 .. Katty, stick, mat  
One katty, one crowbar, three camboys, one Cannanore cloth, three bottles, 1 belt

District Court,  
Kurunegala, March 17, 1924.

A. BEVEN,  
District Judge.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended March 22, 1924.

**Births.**—The total births registered in the city of Colombo in the week were 108 (13 Burghers, 62 Sinhalese, 15 Tamils, 14 Moors, 2 Malays, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1924, viz., 251,824) was 22.4, as against 26.6 in the preceding week, 33.9 in the corresponding week of last year, and 28.3 the weekly average for last year.

**Deaths.**—The total deaths registered were 163 (8 Burghers, 77 Sinhalese, 27 Tamils, 35 Moors, 6 Malays, and 10 Others). The death-rate per 1,000 per annum was 33.8, as against 24.5 in the previous week, 30.8 in the corresponding week of last year, and 35.6 the weekly average for last year.

**Infantile Deaths.**—Of the 163 total deaths, 35 were of infants under one year of age, as against 27 in the preceding week, 28 in the corresponding week of the previous year, and 37 the average for last year.

**Stillbirths.**—The number of stillbirths registered during the week was 13.

**Principal Causes of Death.**—1. (a) Thirty deaths from *Pneumonia* were registered, 13 in Maradana hospitals (including 5 deaths of non-residents), 3 in Maradana North, 2 each in St. Paul's, San Sebastian, Kotahena North, Kotahena South, Maradana South, and Slave Island, and 1 each in Wellawatta North and Wellawatta South, as against 19 in the previous week, and 24 the weekly average for last year.

(b) Five deaths from *Bronchitis* were registered, 2 in St. Paul's and 1 each in Maradana North, Slave Island, and Wellawatta North, as against 2 in the previous week, and 4 the weekly average for last year.

2. Nineteen deaths from *Phthisis* were registered, 8 in Maradana hospitals (including 4 deaths of non-residents), 3 each in Kotahena North and Slave Island, 2 in Kotahena South and 1 each in Maradana North, Wellawatta North, and Wellawatta South, as against 14 in the previous week, and 15 the weekly average for last year.

3. Eight deaths from *Enteric Fever* were registered, 4 in Maradana hospitals (including 2 deaths of non-residents), and 1 each in Kotahena South, New Bazaar, Kollupitiya, and Wellawatta North, as against 1 in the previous week, and 5 the weekly average for last year.

4. Two deaths from *Plague* were registered at the Infections Diseases Hospital, Wellawatta North, as against 1 in the previous week, and 4 the weekly average for last year.

5. Fifteen deaths were registered from *Infantile Convulsions*, 11 from *Debility*, 7 from *Dysentery*, 5 from *Diarrhoea*, 2 each from *Tetanus* and *Puerperal Septicaemia*, 1 from *Enteritis*, and 56 from Other causes.

6. Fourteen cases of *Chickenpox*, 11 of *Enteric Fever*, and 8 of *Measles* were reported during the week, as against 22, 5, and 3, respectively, of the preceding week. No case of *Plague* was reported either this week or in the previous week.

**State of the Weather.**—The mean temperature of air was 82.0°, against 80.9° in the preceding week and 80.6° in the corresponding week of the previous year. The mean atmospheric pressure was 29.909 in. against 29.883 in the preceding week, and 29.917 in. in the corresponding week of the previous year. The total rainfall in the week was 5.59 in. against 0.41 in. in the preceding week, and 0.66 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, March 25, 1924.

FRED. L. ANTHONISZ,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

### MEMORANDUM OF ASSOCIATION OF THE GIRINDI ELLA TEA COMPANY, LIMITED.

1. THE name of the Company is "THE GIRINDI ELLA TEA COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are :—
  - (a) To purchase from the proprietors thereof the Girindi Ella estate, situate in the Rangalla 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 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, cocoa, 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, cocoa, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
  - (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
  - (h) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
  - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cocoa, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cocoa, 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, cocoa, 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 others stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cocoa, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for other 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, cocoa, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
  - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property including concerns and undertakings, and to transact any other agency business of any kind.
  - (p) To let, lease, sell exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company, or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company, in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into 12,500 cumulative preference shares of Rs. 10 each and 62,500 ordinary shares of Rs. 10 each, with power to increase or reduce the capital. Such preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of seven and a half per cent. per annum on the capital for the time being paid up thereon, and shall rank as regards return of capital in priority to the ordinary shares, but shall not confer the right to any further participation in profits or assets. The shares forming the capital (original, increased, or reduced) of the Company, other than the said preference shares, 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.

6. The profits of the Company of each year, which it shall from time to time be determined to distribute, shall (subject to the provisions of clauses 5 and 8 hereof) be applied in the manner and order following:—

- (1) In payment of a fixed cumulative preferential dividend of  $7\frac{1}{2}$  per cent. per annum on the capital for the time being paid up on the said preference shares.
- (2) The balance of the remaining profits shall be divided among the holders of ordinary shares in proportion to the amount paid on the shares held by them.

7. In a winding up voluntary or otherwise, the assets available for distribution amongst the members shall be applied:—

- (1) To the payment off of the capital paid up on the said preference shares with the arrears of dividend thereon whether declared or not up to the commencement of the winding up.
- (2) To the payment off of the capital paid up on all the remaining shares and any dividend on the said shares up to the date of winding up in accordance with the Articles of Association.
- (3) To the division among the Shareholders, other than the holders of the cumulative preference shares aforewritten, in proportion to the number of shares held by each of them, of any balance remaining after payment of capital and dividend as provided in sub-sections (1) and (2) hereof.

8. The rights for the time being attached to the said preference shares may be modified or dealt with in the manner mentioned in clauses 51 and 158 of the accompanying Articles of Association, but not otherwise, and those clauses shall be deemed to be incorporated herein and have effect accordingly.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. E. MACKWOOD, Colombo .. .. .	One
F. O. MACKWOOD, Colombo .. .. .	One
L. E. BAKER, Colombo .. .. .	One
J. C. KELLY, Colombo .. .. .	One
J. F. SIBBALD, Colombo .. .. .	One
P. J. PARSONS, Colombo .. .. .	One
AR HUR BOYS, Colombo .. .. .	One
Total Shares taken .. .. .	Seven

Witness to the above signatures at Colombo, this 15th day of February, 1924 :

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

### ARTICLES OF ASSOCIATION OF THE GIRINDI ELLA TEA COMPANY, LIMITED.

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.

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 Girindi Ella Tea Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

"Extraordinary resolution" means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy (in cases where by these Articles proxies are allowed) at any meeting of which 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 Girindi Ella 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 Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into 12,500 cumulative preference shares of Ten Rupees (Rs. 10) each, and 62,500 ordinary 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, provided, however, that such new shares shall have no preferential rights over the 12,500 cumulative preference shares above referred to.

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, provided, however, that such new shares shall have no preferential rights over the 12,500 cumulative preference shares above referred to.

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

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

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

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

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

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

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

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 such 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 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.

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 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 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 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.

38. The Directors may except, 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.

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, 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.

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 purchase 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 money due to the Company by such 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 redeemed 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 or Secretaries, 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.

#### PREFERENCE SHARES.

50. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any such 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, provided that no such shares shall have any preference over the 12,500 cumulative preference shares above referred to.

51. 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 of 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.

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

#### BORROWING POWERS.

53. 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 purpose of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Two hundred thousand (Rs. 200,000).

54. 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.

55. 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.

56. 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.



57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

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

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

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

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

65. 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 convened the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

66. 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 resolution 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.

67. With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at Ordinary General Meetings without notice, no General Meetings 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.

68. 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.

69. 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.

70. 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.

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

72. 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.

73. 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.

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

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

76. 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.

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

78. 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.

79. 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.

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

81. 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.

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

83. 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.

84. 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 Girindi Ella Tea Company, Limited.*

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

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

85. 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.

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

**DIRECTORS.**

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

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

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

89. The first Directors shall be Howard Frank Parfitt of Colombo, and Herbert John Goddard Marley of Gampola, and also Frank Edward Mackwood and Charles Francis Broad who will join the Board after allotment. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

90. 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.**

91. 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 92.

92. 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.

93. 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.

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

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. 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.

101. 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.

102. 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.

103. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, or Secretary of the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 99.
- (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.

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

105. 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. 123 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.

106. 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.

107. 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.

108. 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.

109. 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.

110. 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.

111. It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in

such manner as the Directors shall think fit, and the Directors, shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) The 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.

113. The Directors may meet for the dispatch 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.

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

115. 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.

116. 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.

117. 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.

118. 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.

119. 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.

120. 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.

121. 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.

122. 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.

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

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

## ACCOUNTS.

124. 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.

125. 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.

126. 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.

127. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in case where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

133. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. He or they 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.

134. 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.

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

136. 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.

137. 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.

138. 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.

139. 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.

140. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay 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.

141. 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.

142. Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or business 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.

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

144. 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.

145. 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.

146. Notice of any dividend that has been declared, or 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.

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

153. 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.

154. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 150 shall not be entitled to be given any notices.

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

#### ARBITRATION.

155. 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. 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. 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.

158. 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 Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

F. E. MACKWOOD, Colombo.

F. O. MACKWOOD, Colombo.

L. E. BAKER, Colombo.

J. C. KELLY, Colombo.

J. F. SIBBALD, Colombo.

P. J. PARSONS, Colombo.

ARTHUR BOYS, Colombo.

Witness to the above signatures at Colombo, this 15th day of February, 1924 :

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

[Second Publication.]

*Official*

MEMORANDUM OF ASSOCIATION OF THE A. & E. MOTOR TRANSPORT, LIMITED.

1. The name of the Company is "THE A. & E. MOTOR TRANSPORT, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (a) To purchase and carry on the business of motor lorry proprietors and carriers, now carried on at Wattegama, in the Kandy District of Ceylon, by Messrs. Herbert Lempriere Anley and Cyril Austin Evans, under the style of the A. & E. Motor Transport Co.
  - (b) To carry on the business of motor vehicle proprietors, motor garage proprietors, motor repairers, and carriers of goods and passengers, in the Kandy District and in such other places in Ceylon as may from time to time be thought fit.
  - (c) To purchase, construct, repair, sell, hire or let motor lorries, motor omnibuses, motor cars, carts, carriages, horses, cattle, machinery, and other chattles and things used for any of the above purposes.
  - (d) To enter into contracts with any person or company as to interchange of traffic or otherwise.
  - (e) To obtain all powers and authorities necessary to carry out and extend any of the above objects.
  - (f) To acquire and deal with the property following :—
    - (1) The business property and liabilities of any company, firm or person carrying on any business within the objects of this Company.
    - (2) Lands, buildings, easements and other interests in real estate.
    - (3) Plant, machinery, personal estate and effects.
    - (4) Patents, patent rights or inventions, copyrights, designs, trade marks, or secret processes.
    - (5) Shares or stock or securities in or of any company or undertaking the acquisition of which may promote or advance the interests of this Company.
  - (g) To perform or do all or any of the following operations; acts or things :—
    - (1) To pay all the costs, charges, and expenses of the promotion and establishment of the Company.
    - (2) To sell, let, dispose of, or grant rights over all or any property of the Company.
    - (3) To erect buildings, plant and machinery for the purposes of the Company.
    - (4) To make experiments in connection with any business of the Company, and to protect any inventions of the Company by letters patent or otherwise.
    - (5) To grant licenses to use patents, copyrights, designs or secret processes of the Company.
    - (6) To manufacture plant, machinery, tools, goods, and things for any of the purposes of the business of the Company.
    - (7) To draw, accept and negotiate bills of exchange, promissory notes, and other negotiable instruments.
    - (8) To underwrite the shares, stock or securities of any other company, and to pay underwriting commissions and brokerage on any shares, stock or securities issued by this Company.
    - (9) To borrow money or to receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or all or any of the assets of the Company, including uncalled capital.
    - (10) To lend money, with or without security, and to invest money of the Company in such manner (other than in the shares of this Company) as the Directors think fit.
    - (11) To enter into arrangements for joint working in business or for sharing profits, or for amalgamation with any other company, firm, or person carrying on business within the objects of this Company.
    - (12) To promote companies.
    - (13) To sell the undertaking and all or any of the property of the Company for cash, or for stock, shares or securities of any other company, or for other consideration.
    - (14) To pay for any lands and real or personal immovable, and 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.
    - (15) To provide for the welfare of persons employed or formerly employed by the Company, or any predecessors in business of the Company, and the wives, widows, and families of such persons by grants of money or other aid or otherwise as the Company shall think fit.
    - (16) To subscribe to, or otherwise aid, benevolent, charitable, national or other institutions, or objects of a public character, or which have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.
    - (17) To distribute in specie assets of the Company properly distributable amongst its members.
  - (h) To do all or any of the things hereinbefore authorized either alone, or in conjunction with, or as factors, trustees, or agents for others, or by or through factors, trustees or agents.
  - (i) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the members is limited.
5. The share capital of the Company is Rs. 250,000, divided into 25,000 shares of Rs. 10 each, with power for the Company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, priority or special privilege, or subject to any postponement of rights, or to any conditions or restrictions, and so that unless the conditions of issue shall otherwise expressly declare, every issue of shares whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

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.
R. H. SKRINE, Colombo .. .. .	One
G. R. WHITBY, Colombo .. .. .	One
G. R. NEALE, Colombo .. .. .	One
H. H. PIZEY, Colombo .. .. .	One
O. P. MOUNT, Colombo .. .. .	One
W. K. S. HUGHES, Colombo .. .. .	One
G. T. HALE, Colombo .. .. .	One
Total Shares taken .. .. .	Seven

Witness to the above signatures at Colombo, this 14th day of February, 1924 :

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

#### ARTICLES OF ASSOCIATION OF THE A. & E. MOTOR TRANSPORT, 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.

#### IN 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 A. & E. Motor Transport, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

"Extraordinary resolution" means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy (in cases whereby 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 business now carried on by Herbert Lempriere Anley and Cyril Austin Evans, under the style of the A. & E. Motor Transport Company, 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 hundred and Fifty thousand Rupees, divided into 25,000 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 Shareholders 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 lands, property, rights, or privileges, being acquired by the Company in payment of the whole or any part of the purchase price of any such property, rights, or privileges, or as remuneration for work done for, or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred, and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Articles 29, shall register the transferee or a Shareholder and retain the instrument of transfer.

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

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

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

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

38. If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the 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.

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

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

41. The surrender or forfeiture of a share 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.

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

43. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

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

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

47. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 45 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

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

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

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

#### BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's business of erecting, maintaining, improving, or extending buildings, machinery, 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 Twenty thousand (Rs. 20,000).

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

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

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

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

80. No Shareholder shall be entitled to be present or to vote either personally or by proxy or attorney at any meeting unless all calls due from him on his shares have been paid, and no Shareholder, other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, shall be entitled to be present or to vote at any meeting held

after the expiration of three months from the registration of the Company, in respect of any share which he has acquired by transfer, unless he has been registered as the holder of the share in respect of which he claims to vote at least one month previous to the time of holding the meeting at which he proposes to vote.

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

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

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

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

*The A. & E. Motor Transport, Limited.*

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

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

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

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

**DIRECTORS.**

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

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

87. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two 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.

88. The first Directors shall be Messrs. A. D. Skrine of Colombo and M. Gardner of Elkaduwa, and also Messrs. H. L. Anley and C. A. Evans, who will join the board after allotment. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

89. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors, and (or) 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, or Superintendents.

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

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

**ROTATION OF DIRECTORS.**

90. At the first Ordinary General Meeting of the Company all the Directors shall retire from office and at the first Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 91.

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

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

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

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

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

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

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

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

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

100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective wilful acts or defaults; and no Director or officer shall nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expenses

happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own wilful act or default.

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

#### DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Manager, Agent or Secretary of the Company, or Trustee for Debenture Holders.
- (b) If he become bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 98.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

#### POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the acquisition of the said business and the lease, purchase, or acquisition of any lands, property rights or privileges they may think fit, or any share or shares thereof.

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 122 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the purchase, or acquisition of the said business, and otherwise in or about the working and business of the Company.

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

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.

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

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

121. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the 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.

122. The firm of Messrs. Skrine and Company, shall be the first Agents and Secretaries of the Company.

#### ACCOUNTS.

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

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

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

126. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in case where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

139. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account, and in anticipation of the dividend for the then current year provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

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

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

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

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

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

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



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

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

## NOTICES.

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

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

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

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

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

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

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

## ARBITRATION.

154. Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person the same may be referred by the Directors to arbitration.

## EVIDENCE.

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

## PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

157. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference, in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an arbitration as in the sub-section 6 of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

R. H. SKRINE, Colombo.  
G. R. WHITBY, Colombo.  
G. R. NEALE, Colombo.  
H. H. PIZEY, Colombo.  
O. P. MOUNT, Colombo.  
W. K. S. HUGHES, Colombo.  
G. T. HALE, Colombo.

Witness to the above signatures at Colombo, this Fourteenth day of February, 1924 :

[Second Publication.]

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

**The Bukit Darah (Selangor) Rubber Company, Limited.**

NOTICE is hereby given that the Eighth Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, Ambewatta House, Slave Island, Colombo, on Saturday, April 5, 1924, at 12 noon.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1923.
2. To elect a Director.
3. To appoint Auditors for the current year.
4. To transact any other business that may be brought before the Meeting.

By order of the Directors,  
CUMBERBATCH & Co.,  
Agents and Secretaries.

Colombo, March 26, 1924.

**The Rubber Growers' Company, Limited.**

NOTICE is hereby given that the Eighteenth Ordinary General Meeting of the Shareholders of this Company will be held at Ambewatta House, Slave Island, Colombo, on Saturday, April 5, 1924, at 12.30 p.m.

*Business.*

1. To receive the report of the Directors and the accounts to December 31, 1923.
  2. To declare a dividend.
  3. To elect a Director.
  4. To appoint Auditors for the current year.
  5. To transact any other business that may be properly brought before the Meeting.
- (The Transfer Books of the Company will be closed from March 29 to April 5, 1924, both days inclusive.)

By order of the Directors,  
CUMBERBATCH & Co.,  
Agents and Secretaries.

Colombo, March 26, 1924.

**The Attampettia Estates, Limited.**

NOTICE is hereby given that the Eleventh Annual Ordinary General Meeting of Shareholders of this Company will be held within the registered office of the Company, No. 4, Prince street, Fort, Colombo, on Monday, April 7, 1924, at 11.30 a.m.

*Business.*

- (1) To receive and consider the annual statement of accounts and balance sheet, and the report of the Directors for the past year.
- (2) To declare a dividend.
- (3) To elect a Director in place of the one retiring, who offers himself for re-election.
- (4) To elect Auditors for 1924.
- (5) To transact any other ordinary business that may arise.

(In accordance with the Company's Articles of Association the Transfer Books will be closed from April 1 to 7, 1924, both days inclusive.)

By order of the Directors,  
HARRISONS & CROSFIELD, LTD.,  
Agents and Secretaries.

Colombo, March 26, 1924.

**The Ceylon Naranigoda Coconut Estates Company, Limited.**

Report of the Directors for Presentation at the Thirteenth Annual General Meeting of Shareholders to be held on Tuesday, April 8, 1924, at 1 p.m.

NOTICE is hereby given that the Thirteenth Ordinary General Meeting of the Shareholders of this Company will be held at No. 115, Hulftsdorp, on Tuesday, April 8, 1924.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1923.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.

5. To transact any other business that may be duly brought before the Meeting.

Notice is hereby given that the Transfer Books of the Company will be closed from April 1 to 8, 1924, both days inclusive.

By order of the Directors,  
C. L. DE ZYLVA,  
Secretary.

Colombo, March 13, 1924.

**The Mount Lavinia Hotel Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at Prince building, Fort, Colombo, the registered office of the Company, on Monday, April 7, 1924, at 11.30 a.m., to consider the question of the sale of the Company's property at Mount Lavinia, and any offers for the purchase thereof which may have been received, by the Directors and, if thought fit, to authorize the Directors to sell the said property at such price and upon such terms and conditions as the Meeting may direct.

By order of the Board,  
LEWIS BROWN & Co., LTD.,  
Agent and Secretaries.

Colombo, March 25, 1924.

**The Blackwater Estate (Klang) Rubber Company, Limited.**

NOTICE is hereby given that the Nineteenth Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, the National Mutual building, Chatham street, Fort, Colombo, on Friday, April 4, 1924, at 12.30 p.m.

*Business.*

1. To receive the Directors' report and accounts for the year ended December 31, 1923.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year, and for such other business as may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from March 22 to April 4, 1924, both days inclusive.)

By order of the Directors,  
SKRINE & Co.,  
Agents and Secretaries.

Colombo, March 21, 1924.

**The Welitara Muslim Education Society, Limited, Balapitiya.**

THE above-named Society by a resolution dated March 2, 1924, was dissolved.

The liquidators account is as follows:—

Registered capital, Rs. 10,000 at Rs. 10.  
Subscribed capital, Rs. 548.  
Management account, 1922 and 1923, Rs. 248.  
Cost of school building, Rs. 300—Rs. 548.

A. H. GOMES,  
Liquidator.

Colombo, February 25, 1924.

**Arratama (Ceylon) Tea and Rubber Estates, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the offices of the Company, Gasfoot building, Main street, Colombo, on Saturday, April 5, 1924, at 12 noon, when the subjoined resolution will be proposed:—

"That the capital of the Company be increased to Rs. 700,000 by the creation of 10,000 additional ordinary shares of Rs. 10 each."

Should the resolution be passed by the required majority it will be submitted for confirmation as a special resolution to a Second Extraordinary Meeting which will be subsequently convened.

By order of the Directors,  
GORDON FRAZER & Co., LTD.,  
Agents and Secretaries.

Colombo, March 28, 1924.

**Auction Sale.**

*Post*  
 UNDER commission in case No. 11,193, D. C., Colombo, property of John Harry Perera of Ferndale, Regent street, Colombo,—

1. Undivided  $\frac{1}{2}$  of garden called Vuystwyke, at Mattakkuliya, Colombo, in extent  $8\frac{1}{2}$  acres.
2. Undivided  $\frac{1}{2}$  of land called Mahawatta, bearing assessment No. 18, Mattakkuliya, Colombo; in extent 7 acres 3 roods 33 perches.
3. Undivided  $\frac{1}{2}$  of Kosgahayaya estate, at Yatagama and Medagampitiya, in the Dasiya pattu of Alutkuru korale north, in the Negombo District; in extent 110 acres and 8 perches.

On Tuesday, May 13, 1924, at office No. 121, Hulftsdorp street, Colombo, commencing at 11 A.M.

A. C. KOELMEYER,  
 Belmont street, Hulftsdorp. Auctioneer and Commissioner.

**Auction Sale.**

*Post*  
 Under Mortgage Deed in D. C., Colombo, No. 8,976 of a Valuable Property in Belmont street.

UNDER and by virtue of the commission issued to me in the above case, I shall put up for sale by public auction at the spot on Wednesday, April 16, 1924, at 5 P.M.—

All that allotment of land with the buildings standing thereon bearing assessment Nos. 37A1 to 37A3, situated at Belmont street, Hulftsdorp, Colombo; containing in extent 7 28/100 perches.

Further particulars from P. Cassius Jansz, Esq., Proctor and Notary.

Auction Rooms :  
 41, Darley road.  
 Phone 1,681.

R. C. McHEYZER,  
 Auctioneer and Broker.

**Auction Sale.**

*Post*  
 Properties at Mutuwadiya in Ragam Pattu of Alutkuru Korale, in the District of Colombo.

In the District Court of Negombo.

Kowilage Jagathas de Silva, Police Headman of Seeduwa . . . . . Plaintiff.

No. 16,431.

Vs.

- (1) Lokubalaurige Don Lendoris Gunawardene, ex Police Headman of Mutuwadiya, (2) Korale Aratchige Pabilina Hamy of Mutuwadiya, as legal representative of the estate of Lokubalaurige Don Hendrick Appuhamy of Mutuwadiya, deceased. . 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. 600, with interest thereon at 9 per cent. per annum from September 27, 1923, till payment in full, and costs of suit, I shall sell the under-mentioned properties mortgaged as a primary mortgage, by bond No. 4,364 dated December 30, 1916, and attested by D. J. A. Wickramasinghe, Notary Public, by public auction at the respective spots on Thursday, April 24, 1924, commencing at 10 A.M., viz. :—

1. The undivided  $\frac{1}{2}$  share of a portion of the land called Gorakagahawatta, situate at Mutuwadiya in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent about 2 acres and 2 roods, and registered under B 138/168, Colombo.
2. The undivided  $\frac{2}{3}$  shares of the high and low land, called Dangahakumbura and of the cadjan-thatched house standing thereon, situate at Mutuwadiya aforesaid; containing in extent about 2 roods, and registered under B 152/111.

For further particulars please apply to B. de Zylva, Esq., Proctor, Negombo, or to me :

C. M. LETTAN,  
 Negombo, March 24, 1924. Licensed Auctioneer.

**Auction Sale.**

*Post*  
 A Fully Equipped Desiccating Mill and Three Blocks of Land situated at Daluwakotua about Three Miles off the Negombo Town.

UNDER decree entered in case No. 16,339, D. C. Negombo, in favour of the plaintiff Pena Awanna Thana Ulagappa Chetty of Negombo, against the defendants Emmanuel Stephen de Croos of Negombo and others, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties mortgaged by bond No. 1,114 dated May 29, 1922, and attested by L. C. E. Karunaratna, Notary, by public auction at the respective spots, commencing at 4 P.M. on Thursday, May 1, 1924, viz. :—

(1) The portion of land called Dawatagahawatta, situate at Daluwakotuwa, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent about 3 acres 1 rood and 12 perches; which said land now contains according to plan No. 403 dated May 5, 1919, made by W. R. S. Fernando, Licensed Surveyor, 3 acres 2 roods and 23 perches, with the buildings standing thereon.

(2) All that land called Dawatagahawatta alias Palugahawatta, situate at Daluwakotuwa aforesaid; containing in extent 3 acres and 14 perches.

(3) The land called Dawatagahakurunduwatta, situate at Daluwakotuwa aforesaid; containing in extent 4 acres and 3 roods, together with all the plantations and the Desiccating Mill, buildings, fittings, and machinery appertaining or lying in the said premises.

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

M. P. KURERA & Co.,  
 Negombo, March 24, 1924. Auctioneers.

**Auction Sale.**

*Post*  
 UNDER decree entered in case No. 16,353, D. C., Negombo, in favour of the plaintiff Pena Awanna Thana Ulagappa Chetty of Negombo, against the defendants Emmanuel Stephen de Croos of Negombo, and others, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell by public auction the under-mentioned property mortgaged by bond No. 3,627 dated June 2, 1923, and attested by D. L. E. Amerasinghe, Notary Public, at the spot, at 10.30 A.M. on Monday, May 5, 1924, viz. :—

All that allotment of land called Kongahawatta, with the buildings and plantations thereon, situate at Haldanduwana, in Otara palata of the Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent 2 acres 1 rood and 23 perches.

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

M. P. KURERA & Co.,  
 Negombo, March 24, 1924. Auctioneers.

**Auction Sale.**

*Post*  
 Attractive Coconut Property in extent 47 acres 2 roods and 11 perches, situated about 8 miles away from the Negombo Town, bordering the road leading to Giriulla, to be sold by Public Auction.

UNDER decree entered in case No. 16,353, D. C. Negombo, in favour of the plaintiff Pena Awanna Thana Ulagappa Chetty of Negombo, against the defendants Emmanuel Stephen de Croos of Negombo and others, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned property mortgaged by bond No. 3,627 dated June 2, 1923, and attested by D. L. E. Amerasinghe, Notary, by public auction, at the spot at 10.30 A.M., on Saturday, May 3, 1924, viz. :—

All those several contiguous portions of land known as the southern  $\frac{1}{2}$  part of a garden called Galmukalana, an allotment of land called Dawatagahadeniya, an allotment of land called Galamukalana, an allotment of land called Millagahadeniya, a portion of the land called Davatagahakumbura and pillewa, an allotment of land called Kahatagahalanda, and the northern divided  $\frac{1}{2}$  share of the land

called Galmukalanewatta, now forming one property called and known as Galmukalana estate, situate in the village Kadawala, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent 47 acres 2 roods and 11½ perches, together with the buildings standing thereon.

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

M. P. KURERA & Co.,  
Negombo, March 24, 1924. Auctioneers.

**Auction Sale of St. Therese in the Negombo Town.**

*Very Substantial House, with ample accommodation for a large family, situated a few yards off the Railway Station, just opposite the Office of the Registrar of Lands, and a splendid Block of Land suitable for an up-to-date building within sight of the Railway Station, bordering Kundanvillo Road.*

UNDER decree entered in case No. 16,353, D. C., Negombo, in favour of the plaintiff Pena Awanna Thana Ulagappa Chetty of Negombo, against the defendants Emmanuel Stephen de Croos of Negombo and others, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties mortgaged by bond No. 3,627, dated June 2, 1923, and attested by D. L. E. Amerasinghe, Notary, by public auction at the respective spots on Monday, May 5, 1924, viz. :—

At 3 P.M.

(1) All that ¼ part of the garden called Meegahawatta and of the buildings standing thereon, situate at 2nd Division Udayartoppuwa, within the gravets and in the District of Negombo; which said share is in extent 1 rood and 32 8/100 perches.

At 4 P.M.

(2) All that land called Kundanvilawatta, situate at 2nd Division Udayartoppuwa aforesaid; containing in extent 2 acres 2 roods and 11 perches.

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

M. P. KURERA & Co.,  
Negombo, March 24, 1924. Auctioneers.

**Auction Sale.**

*First Class Investments on Properties at Main Street and Grand Street, Negombo.*

UNDER decree entered in case No. 16,353, D. C., Negombo, in favour of the plaintiff, Pena Awanna Thana Ulagappa Chetty of Negombo, against the defendants Emmanuel Stephen de Croos of Negombo and others, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties mortgaged by bond No. 3,627 dated June 2, 1923, and attested by D. L. E. Amerasinghe, Notary, by public auction at the respective spots on Friday, May 2, 1924.

At 2 P.M.

(1) The two contiguous portions of land called Suriyagahawatta, situate at Main street, within the gravets and in the District of Negombo, Western Province; containing in extent 11 perches, together with the buildings standing thereon bearing assessment Nos. 112 and 113. This property lies to the north of the Main street, in that busy portion of the town known as Keselkankada, adjoining Mr. De Mell's gala (hauling place for carts).

At 2.30 P.M.

(2) All that portion of land called Pelawatta, situate at Grand street, within the gravets aforesaid; containing in extent 39 43/100 perches, together with the buildings standing thereon—Green street and Leitan's lane, also form boundaries to this conspicuously situated block of land which is easily convertible into a well-paying gala.

At 3 P.M.

(3) An undivided ¼ share of the lot marked A of the land called Pokunabodawatta; in extent about 7 perches and of the tiled building bearing assessment No. 64 (present

No. 58) standing thereon, situate at Kotukampu, within the gravets aforesaid. This property lies to the north of the Main street, bordering the same.

At 3.30 P.M.

(4) All that land called Pokunabodawatta, situate at Main street aforesaid, bearing assessment Nos. 55, 56, and 57; containing in extent 16 perches, together with the buildings standing thereon. This property has never been tenantless and its position is unrivalled.

At 4 P.M.

(5) All that land called Kampunilem, situate at Main street aforesaid; containing in extent 1 rood and 36 perches, together with the buildings standing thereon bearing assessment No. 328. The well-known establishments of Messrs. O. X. Fernando and P. G. Gomez & Sons, lie opposite this property.

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

M. P. KURERA & Co.,  
Negombo, March 24, 1924. Auctioneers.

**Auction Sale.**

*Two well-built Dwelling Houses and another Block of Land, situated within easy distance of the Negombo Railway Station at Fiscal's Junction.*

UNDER decree entered in case No. 16,353, D. C., Negombo, in favour of the plaintiff Pena Awanna Thana Ulagappa Chetty of Negombo, against the defendants Emmanuel Stephen de Croos of Negombo and others, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties mortgaged by bond No. 3,627 dated June 2, 1923, and attested by D. L. E. Amerasinghe, Notary, by public auction at the respective spots on Saturday, May 3, 1924, viz. :—

At 3 P.M.

1. All that remaining defined southern part or share of and in all that defined southern ¼ part or share of the land called Jambughawatta and Meegahawatta, now forming one property, with the buildings and plantations standing thereon, situate at Second Division, Hunupitiya, within the gravets and in the District of Negombo, Western Province; which said remaining defined portion of land is in extent 36 perches.

At 3.15 P.M.

2. All that land comprised of Ambagahawatta, Higgahawatta, and Jambughawatta, situate at Second Division, Hunupitiya aforesaid; containing in extent 2 roods and 30½ perches, together with the buildings standing thereon.

At 3.30 P.M.

3. All that land called Meegahawatta, situate at Second Division, Hunupitiya aforesaid; containing in extent about 3 roods.

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

M. P. KURERA & Co.,  
Negombo, March 25, 1924. Auctioneers.

**Auction Sale in the Negombo District.**

*Well situated Coconut Property partly planted and in bearing, less than ¼ of a Mile from the Badalgama Resthouse.*

UNDER and by virtue of the order to sell issued to us from the District Court of Negombo, in case No. 16,339, we shall sell the under-mentioned property mortgaged by bond No. 1,114 dated May 29, 1922, and attested by L. C. E. Karunaratne, Notary, by public auction at the spot at 4.30 P.M. on Thursday, May 1, 1924, viz. :—

All that allotment of land called Muruthagahawatta alias Balaowita, situate at Badalgama, in Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; and bounded on the north-east by the 1/5 share of this land, east and south by low land Narangas-ela

and Bala-ela, west by the high road, and on the north by the land claimed by the heirs of the late Mr. C. H. de Soysa and high road; containing in extent 30 acres 3 roods and 6 perches according to the figure of Survey No. 767 dated March 17, 1922, made by W. R. S. Fernando, Licensed Surveyor.

Further particulars from D. L. E. Amerasinghe, Esq., Proctor, S. C., and Notary, Negombo, or—

M. P. KURERA & Co.,  
Negombo, March 25, 1924. Auctioneers.

### Auction Sale.

Valuable Properties in the Districts of Mannar,  
Negombo, and Chilaw.

UNDER decree in case No. 15,910, D. C. Negombo, entered in favour of the plaintiff S. A. R. Sidam-beram Chetty, by his attorney Arumugam Ambelam of Negombo, against the defendants (1) Krishnappillai Kathirasa Pillai of Jaffna, (2) Ammaniachchy Navelingam, and (3) Murgesu Nagalingam, both of Waikkal in Chilaw, and by virtue of the order to sell issued for the recovery of the sum of Rs. 34,353.75, with interest on Rs. 34,353.75 at 18 per cent. per annum from October 10, 1923, till payment in full, and costs, we shall sell the under-mentioned properties mortgaged by bond No. 293 dated June 27, 1921, and attested by F. Thambyaiah, Notary, as mentioned below, viz.:—

Commencing at 3.30 P.M. on Thursday, April 24, 1924, at the Resthouse at Mannar.

(1) An undivided 7/9 shares of the land called Mainthan-kudirippukany, situate in the village Maikankudirippu, Mannar West, Mannar District, Northern Province; and bounded on the north by the railway line, east by the land of Santiago Croos Arokian Deasu and others, south by the sea, and west by the land of Amin Saibu Mastankanny; containing in extent 600 yards in breadth from east to west and 1,500 yards in length from south to north, or about 185 acres in extent, with all the buildings and plantations thereon.

(2) The premises called Udaiadethottam or Kattukany, situated in the village Udaiadi, Mantai South, Mantai division, Mannar District aforesaid; and bounded on the north by Tharaivai, south by the sea, east by Crown land, and west by Crown land; containing in extent 36 acres and 31 perches, with all the buildings and plantations thereon.

(3) The field called Sri Kadiraswamy Annasathirakany, situate in the village Illupaikulam, Mantai South aforesaid, containing in extent about 280 acres; and bounded on the north by the Mannar-Madawachchi road, east by the boundary limit of the village called Uthavayamkulam South, south by the railway line, and west by the lands of Messrs. Thambo and Ananthan.

At the respective spots on Wednesday, April 30, 1924, at 10 A.M.

(4) All those contiguous allotments of lands Aththi-maraththadythottam, situate at Sea street *alias* Periyamulla, within the gravets and in the District of Negombo, Western Province; bounded on the north-east by the properties of Sana Kathiravel, F. Fernando, and Somadara Aiyer, south-east by the canal, south-west by the properties of Aserappa, K. S. Teresa Fernando, and Somasundra Aiyer, and north-west by the properties of K. S. Augustinu Leema and others, Somasundra Aiyer, Sana Kathiravel, and the high road; containing in extent 1 acre 3 roods and 11½ perches, excluding therefrom lot A in extent 1 rood and 9½ perches belonging to Mary Perera and the Government drain.

At 1 P.M.

(5) All that portion of land called Palwelgahamukalana, with the buildings standing thereon, situate at Paluwelgala, in Meda pattu of the Pitigal korale, in the District of Chilaw, North-Western Province; and bounded on the north by the portion of this land formerly allotted to Luchiamy and Crispin Perera, now belonging to Wanasinghawasalamudalige Allis Appuhamy, Peace Officer, east by the footpath leading to Balagalla, south by the portion of this land formerly of Theyagurayar and afterwards of Somasundra Aiyer, now of Chena Chelliah, and west by the village limit of Kottramulla; containing in extent 18 acres.

At 1.30 P.M.

(6) All that allotment of land appearing in plan No. 1,834 dated December 10 and 11, 1915, made by G. Pandithasekera, Licensed Surveyor, situated at the village Paluwelgala aforesaid; and bounded on the north by a road, east also by a road, by the lands claimed by Santi Fernando and others, south by land claimed by Santi Fernando and others and by a road, and west by lands claimed by Jalis Fernando, Sinno Appuhamy and others, and by a road; containing in extent 13 acres 1 rood and 20 perches, excluding an undivided extent about 1 acre towards the south.

At 2.30 P.M.

(7) The allotment of land called Kahatagahawatta *alias* Kohombagahawatta, situate at Kottramulla in Meda pattu aforesaid; and bounded on the north by the land claimed by Gabonaide, east by the field claimed by Costa Vidanerala and others, south by the field claimed by Ruan'onda Police Duraya and a burial ground, and land claimed by Madar Sen, and west by the high road; containing in extent 11 acres.

At 4.30 P.M.

(8) The land called Maikulamwewa, situate at Maikulamwewa in Munnessaram pattu of the Pitigal korale north, in the Chilaw District aforesaid; and bounded on the north by land claimed by J. Jaramias de Silva and others, east by a portion of this land claimed by the villagers of Maikulama, south by road, and west by land claimed by the villagers of Maikulama; containing in extent 39 acres and 3 roods, with all the plantations and buildings thereon.

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

M. P. KURERA & Co.,  
Negombo, March 25, 1924. Auctioneers.

### Auction Sale under Primary Mortgage Decree.

Four Valuable Properties at Thabbowa, in the District of Chilaw, and the Leasehold Rights of the Defendant, in, and to, Two Properties at Ippagamuwa and Duna-kadeniya, in the District of Kurunegala.

UNDER decree in case No. 15,944, D. C., Negombo, entered in favour of the plaintiff Awanna Thana Una Lana Muna Ulagappa Chetty of Negombo, against the defendant Joseph Julian of Thabbowa, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned properties by public auction at the respective spots, on Tuesday, April 29, 1924, viz.:—

At 2 P.M.

(1) The land called Thekagahawatta, situate at Thabbowa, in Meda palata of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 3 acres.

At 2.15 P.M.

(2) The land called Ketakelagahawatta, situate at Thabbowa aforesaid; containing in extent about 2 roods.

At 2.30 P.M.

(3) The land called Ambagahawatta, situate at Thabbowa aforesaid; containing in extent about 1 acre.

At 2.45 P.M.

(4) The undivided 3/20 shares out of the land called Attikagahawatta, situate at Thabbowa aforesaid; containing in extent about 30 acres more or less, excluding therefrom a divided portion of land of about 1½ acres.

At 3.30 P.M.

(5) The right, title, and interest of the defendant above-named in and to the unexpired term of the lease in his favour for 10 years, commencing from April 1, 1917, upon deed bearing No. 29 dated August 23, 1918, and attested by William Vincent Wijekon, Notary Public, of an undivided ¼ share, less 3 acres of the land called Rathmalgahamukalana, situate at Ippagamuwa, in Katugampola korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; containing in extent 20 acres and 24 perches.

At 4.30 P.M.

(6) The right, title, and interest of the defendant in and to the unexpired term of the lease in his favour for a term of 10 years, commencing from June 1, 1919, upon deed bearing No. 143 dated June 19, 1919, and attested by

G. C. S. Corea, Notary Public, of the land called Galewatta, situate at Dunakadeniya, in Katugampola korale aforesaid; containing in extent 11 acres and 29 perches.

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

M. P. KURERA & Co.,  
Negombo, March 25, 1924. Auctioneers.

#### Auction Sale.

*Properties at Udaldeniya in the District of Kurunegala and Udallawala in the District of Chilaw.*

UNDER decree in case No. 15,158, D. C., Negombo, entered in favour of the plaintiff S. N. S. P. Supramaniam Chetty of Negombo, against the defendants (1) Letchinara Perumal Nayakker of Udallawala, (2) Samarayaka Appuhamy of Udaldeniya, and (3) Razeen Abdul Cader of 82, Messenger street, Colombo, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 2,222.50, with interest on Rs. 1,750 at 18 per cent. per annum from November 20, 1923, till February 23, 1923, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs, we shall sell the under-mentioned properties mortgaged as a primary mortgage by bond No. 891 dated January 20, 1920, and attested by S. K. Wijayarajam, Notary, by public auction at the respective spots on Wednesday, April 16, 1924, but not on April 14 as already advertised.

At 4 p.m.

1. The undivided extent of 12 acres 3 roods and  $\frac{1}{2}$  of a perch from an undivided  $\frac{1}{2}$  share of the land called Dunawaldeniyaahenyaya, at Udaldeniya of Katugampola korale, in the Kurunegala District; containing in extent 231 acres and 3 perches.

At 4.30 p.m.

2. The undivided  $\frac{1}{2}$  share of the land called Kongahawatta, at Udallawala, in Chilaw District; in extent 1 acre and 2 roods, with the buildings thereon.

For further particulars please apply to C. Yogaratnam, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,  
Negombo, March 26, 1924. Auctioneers.

#### Auction Sale.

In the District Court of Kandy  
No. 26,614.

UNDER instructions received from the substituted plaintiff in the above case and under and by virtue of the authority of said court I shall sell by public auction at the respective spots on Thursday, April 10, 1924, commencing at 3.30 p.m. the premises following; to wit:—

1. Hapugahadaniyakumbura of 14 lahas paddy sowing in extent, bearing assessment No. 74, situated at Mawilmada, Siyambalagastenna, within the town of Municipality of Kandy; containing in extent 3 roods and 15 perches.

2. Undivided 28/45 parts or shares of Talawattenulluhena of 2 pelas paddy sowing or 2 roods and 5 perches, situated at Siyambalagastenna in Gangawatta of Yatinuwata.

3. Undivided 7/10 parts or shares of Galketiyeawatta of 3 pelas paddy sowing in extent, situated at Siyambalagastenna aforesaid.

For further particulars please apply Walter Beven, Esq., Proctor and Notary Public.

A. E. DAVID,  
Auctioneer and Commission Agent,  
Kandy.

#### Auction Sale.

**SPECIAL OPPORTUNITY.**

*House and Property near the Manning Racecourse, Gintota.*

BY virtue of a commission issued to me by the District Court of Galle in Testamentary Case No. 5,839, I shall put up for sale by public auction on April 5, 1924, at 3 p.m. the spot, all that the following property belonging to the estate of late Gonapinuwalage John Perera, deceased, of Kadurupe:—

1. All that  $\frac{1}{2}$  part of the planter's undivided half share of the fruit trees of the 2nd plantation, the planter's half share of the fruit trees of the 3rd plantation, together with

all those undivided 15/72 parts of the remaining fruit trees and soil, exclusive of the planter's share of the 4th and 5th plantations of Jam' isappugewatta about 3 acres in extent; the carpenters' 13 cubits stone-walled and Calicut-tiled house and the 13 carpenters' cubits wattle walled and tiled house standing thereon, situate at Kadurupe.

2. The planter's undivided one-half part of the fruit trees of the 3rd plantation together with all that undivided 2/12 parts of the soil and soil share trees and the 4 cubits house standing thereon of Welabodawatta, in extent 1 acre 2 roods and 18 perches, situate at Kadurupe.

For further particulars please apply to Mudaliyar R. L. Perera, the Secretary, District Court, Galle, the official administrator, or to me:

W. E. A. SAMARAWEEERA,  
Galle, March 11, 1924. Licensed Auctioneer.

#### Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 20,479, D.C., Galle, in favour of the plaintiff Eptitije Atcharige R. Bahamy Baas of Dangedera in Galle, against the defendant Don Simon Wijesekera Subasinghe of Galupiadde, Galle, and the order issued therein, I shall sell by public auction at the spot on April 26, 1924, commencing at 2.30 p.m. the following property bound and executable for the recovery of Rs. 7,710, with interest at 9 per cent. per annum from July 24, 1923, and costs of suit:—

1. All that eastern upstairs house (out of the row of three upstairs houses bordering the high road), together with all that defined portion of Mapala Seloisgewatta on which the said house stands, bearing assessment No. 357, situated at Galupiadde, within the Four Gravets of Galle; in extent 15 perches.

2. All that and those the two defined contiguous portions, together with the buildings No. 358, standing thereon of the land Mapala Seloisgewatta, situated at Galupiadde aforesaid; in extent 26.92 perches.

3. All the soil and trees of and the buildings bearing assessment No. 357 on the defined portion of Mapala Seloisgewatta, situated at Galupiadde aforesaid; in extent 9.92 perches.

CHAS. M. GOONASEKERA,  
Galle, March 25, 1924. Auctioneer.

#### Auction Sale under Partition Decree.

In the District Court of Galle.

BY virtue of a commission issued to me in partition case No. 20,000 of the District Court of Galle, I shall sell on Saturday, May 10, 1924, at 3 p.m. at the spot.

The land called Ginigewatta *alias* Lindamulawatta, situated at Maha-ambalangoda in Ambalangoda; and containing in extent 37.45 perches, excluding 4.57 perches for the footpath, as per plan No. 54A, filed of record in the said case.

The said land will be sold in lots A and B as shown in the said plan.

The sale will take place first among the co-owners and, if not purchased by any co-owner, the same will immediately thereafter be put up for sale among the general public.

W. KODIKARA,  
Ambalangoda, March 25, 1924. Auctioneer and Broker.

#### Public Auction.

BY virtue of a commission issued to me in case No. 5,683, Testamentary, D. C., Galle, of the estate of Gajadeera Kiralawelle Mohandirange Marthelis de Silva, late of Ahangama, deceased, I shall sell by public auction on Thursday, April 10, 1924, commencing at 2 p.m. at the Office No. 31, Lays Baan street, Fort, Galle, of A. J. Panditagoonewardena, Esq., Proctor, Supreme Court, Galle, the following property belonging to the said estate, to wit:—

Three-fourths parts of Gimpallehena *alias* Kolontota-panguwa No. 23B in P. P. 189, in 35 extent acres.

Three-fourth parts of Eptitagedarakumbura, in extent about 18 kurunies paddy sowing, both situate at Madugeta in Hinidum pattu, Galle.

K. JOHN GABRIEL,  
Galle, March 24, 1924. Commissioner.

**Closure of Area for Application Surveys in  
Western Province.**

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

2. The Province is divided into —  
Area No. 1, which includes Negombo District.  
Area No. 2, which includes Colombo District.  
Area No. 3, which includes Kalutara District.
3. Areas Nos. 1 and 2 will be closed on June 1, 1924, and no applications received within these areas after that date will be forwarded to the Surveyor-General for survey until these areas are again re-opened. This, however, will not preclude applicants from submitting to me for registration, applications for land within these areas with a view of ascertaining whether there are any objections to the sale or lease.
4. The next area to be closed for survey will be area No. 3. Applications for the purchase or lease of Crown land in this area should be forwarded to me as early as possible.
5. The date of closure of No. 3 area will be shortly published, and will represent the date of completion of all work in areas Nos. 1 and 2.

K. VAITHIANATHAN,  
for Government Agent.

Colombo, March 20, 1924.

**Notification by the Chairman of the Board of Improvement  
Commissioners, Kandy.**

**B**ACK-LANE Scheme for the Scavenging of the area of the town of Kandy bounded as follows:—

North by Colombo street. East by Trincomalee street.  
South by Ward street. West by Castle Hill street.

Referred to in Notification published in "Government Gazette" No. 7,304 of January 12, 1923.)

Notice is hereby given under section 52 (4) of Ordinance No. 19 of 1915, that the Board of Improvement Commissioners, Kandy, have made their final determination in regard to the above scheme, and have approved the scheme.

Particulars of the scheme as finally determined and approved are as follows:—

The scheme provides for two back-lanes for the above area, viz., the north and south back-lanes. The south back-lane enters the area at the side of premises No. C, Castle Hill street, and runs due east for a distance of 100 feet, the width being 10 feet.

The north back-lane enters the area at two places, one at Colombo street through premises No. 29, and the other through premises No. 17 and part of No. 18, Castle Hill street, and runs in the directions shown in plan to serve all houses in the area for the purpose of conservancy. The width varies from 10 to 15 feet.

The cost of construction is estimated at Rs. 14,600.

The plans and a schedule of the manner in which each property is affected under the scheme may be inspected at the Office of the Board of Improvement Commissioners in the Town Hall, Kandy, between the hours of 10.30 A.M. and 4 P.M. daily, except on Saturdays, Sundays, and Public Holidays.

W. L. KINDERSLEY,  
Chairman, Board of Improvement Commissioners.

Town Hall,  
Kandy, March 24, 1924.

**Sale of Satinwood.**

**A**N auction sale of the under-mentioned satinwood timber consisting of sound top pieces and branch-wood enumerated and lying in compartments A, B, and C, in area No. 3, demarcated by cut lines and averaging 1½ square mile of forest, situated between 13th and 15th mile-posts on the Kandy to Trincomalee road, within the Karithalai Reserve will be held at the Divisional Forest Office, Trincomalee, on Tuesday, April 15, 1924, at 10 A.M., subject to the following conditions:—

2. The timber will be put up for sale in lots to suit buyers at a rate per cubic foot and no bid of less than 25 cents per cubic foot will be accepted.

3. The highest bid will be accepted subject to the approval of the Conservator of Forests. The highest bidder will be declared the purchaser, and on being so declared shall sign his name in the register of sale of admission of such purchase and deposit the necessary amount.

4. Twenty-five per cent. of the bid to be deposited on conclusion of the sale. Balance to be paid within 14 days of the approval of sale by the Conservator of Forests, when the removal permit will be issued.

5. Measurements as recorded by the Divisional Forest Office must be accepted, but prior to the date of auction any intending purchaser is at liberty to check the measurements recorded in the notice and to represent any discrepancy to the Divisional Forest Officer. The list has been carefully prepared, but the Forest Department does not guarantee that each individual log can be discovered and identified in the forest.

6. No timber shall be removed from the forest before payment of the full price bid, and all timber sold must be removed outside the area within three months of the receiving of notice that the bid has been accepted, and timber will lie at the risk of the purchaser until the time of removal.

7. Should any person to whom a lot is knocked down refuse to take it over at the full price bid or refuse or fail to sign the sale book and pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 6 above, the lot will again be put up for auction and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the re-sale, while if an enhanced price is realized at such re-sale he shall, however, have no claim to the profit which shall accrue to Government.

8. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Divisional Forest Officer and will hold good only at the particular sale at which it is produced.

9. For any further information application should be made to the Divisional Forest Officer, Trincomalee.

LIST REFERRED TO.

Compartment "A."

Species: Satin.

No.	Length.	Girth.	No.	Length.	Girth.
1	7.3	3.7	17	5.6	2.2
2	10.0	3.8	18	9.0	2.0
3	5.6	4.4	19	10.9	2.1
4	10.0	4.0	20	11.9	3.6
5	9.0	3.7	21	6.6	3.2
6	5.6	3.2	22	5.0	2.7
7	9.0	2.5	23	6.3	3.2
8	12.6	2.5	24	7.0	2.10
9	13.5	2.3	25	8.0	2.4
10	7.0	2.3	26	8.0	2.8
11	5.9	2.8	27	7.0	2.7
12	10.0	2.7	28	18.9	3.4
13	11.0	2.10	29	4.5	3.10
14	5.9	3.3	30	10.0	2.9
15	12.0	2.7	31	6.5	2.10
16	9.6	2.0	32	9.0	3.0

Compartment "B."			No.	Length.	Girth.	No.	Length.	Girth.	No.	Length.	Girth.			
No.	Length.	Girth.	28	7.0	2.3	57	16.0	2.6	12	12.0	3.8			
1	9.3	3.7	29	4.6	3.0	58	9.0	3.4	13	18.0	4.0			
2	10.0	3.9	30	10.0	3.10	59	16.0	1.10	14	6.0	2.3			
3	9.0	3.5	31	2.6	4.7	60	12.0	1.6	15	9.0	2.6			
4	5.3	3.9	32	4.0	3.6	61	16.0	1.6	16	7.0	3.3			
5	10.0	3.10	33	5.0	3.0	62	7.0	2.10	17	9.0	3.3			
6	5.6	3.6	34	10.0	2.8	63	8.6	2.9	18	5.0	3.2			
7	6.0	3.6	35	5.0	3.8	64	16.6	2.6	19	4.0	2.6			
8	10.0	4.10	36	4.0	3.0	65	16.6	2.6	20	3.10	4.0			
9	7.0	3.9	37	4.6	4.7	66	10.0	3.4	21	10.0	3.4			
10	6.0	3.10	38	5.0	3.0	67	12.0	2.8	22	5.0	3.4			
11	11.3	3.2	39	8.0	3.0	68	9.3	3.0	23	15.0	3.0			
12	10.0	2.2	40	7.0	4.2	69	8.3	3.0	24	6.0	3.2			
13	8.0	2.0	41	6.0	4.7	70	6.0	3.3	25	6.0	4.0			
14	8.0	3.3	42	5.0	3.8	71	4.6	3.0	26	9.0	4.6			
15	7.0	2.10	43	5.3	3.10	72	5.3	3.0	27	10.0	5.7			
16	3.0	3.0	44	16.5	4.0	Compartment "C."						28	10.8	3.9
17	9.0	4.9	45	5.4	4.3							1	12.0	4.1
18	10.0	2.2	46	5.6	4.5	2	6.0	2.6	30	16.0	4.2			
19	6.0	4.4	47	4.0	3.6	3	9.0	2.0	31	9.0	4.0			
20	10.0	3.0	48	8.0	2.8	4	7.0	3.4	32	5.0	3.7			
21	12.0	3.0	49	6.0	2.4	5	12.0	2.5	33	15.0	4.0			
22	6.0	3.3	50	3.0	3.2	6	6.0	2.7	34	5.0	4.5			
23	4.0	3.10	51	3.0	3.6	7	8.0	1.10	35	5.3	4.0			
24	3.0	3.7	52	7.0	3.0	8	8.0	3.3	36	5.6	3.3			
25	5.6	4.0	53	10.0	2.10	9	4.0	3.2	37	8.0	4.0			
26	6.0	3.1	54	13.0	3.7	10	4.0	3.3	38	12.0	5.4			
27	8.6	2.6	55	7.6	3.4	11	15.0	3.10	39	16.0	4.9			
			56	12.0	3.6				40	6.0	4.5			

Office of the Conservator of Forests,  
Kandy, March 25, 1924.

J. D. SARGENT,  
Conservator of Forests.

#### Destruction of a Rogue Elephant.

NOTICE is hereby given that in terms of section 9 (1) (b) of Ordinance No. 1 of 1909, the Government Agent of the Province of Uva will issue a free license to any person desiring to shoot a dangerous wild elephant which frequents the road between the 37th and 38th milepost on the Wellawaya-Potuvila road. The animal is about 10 feet high, male, and has spots on trunk and ears. It killed a boy at the 38½ milepost near the Kalugolle-ara on March 8, 1924.

The Gamarala of Kodayanna, who is living near the 37th milepost on Muppene-Potuvilla road, can point out the animal.

Badulla Kachcheri,  
March 20, 1924.

R. A. G. FESTING,  
Government Agent.

#### Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 22, situated at Glennie 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 March 15, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 18, 1924. Municipal Veterinary Surgeon.

#### Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 66, situated at Mahawatta, 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 March 15, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 19, 1924. Municipal Veterinary Surgeon.

#### Rinderpest.

WHEREAS rinderpest has broken out in the premises known as the S. P. C. A. Refuge for Animals, Baseline 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 March 19, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 20, 1924. Municipal Veterinary Surgeon.

#### Rinderpest.

WHEREAS by proclamation dated February 27, 1924, published in the *Government Gazette* No. 7,380 of March 7, 1924, the premises known as Luckshimigiri, Thurston road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest and to be no longer an infected area.

This declaration shall take effect from March 15, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 20, 1924. Municipal Veterinary Surgeon.

#### Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 15, situated at New Urugodawatta road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 19, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 21, 1924. Municipal Veterinary Surgeon.

#### Rinderpest.

WHEREAS rinderpest has broken out in the premises known as Rotherfield, Albert Crescent, 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 March 13, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 21, 1924. Municipal Veterinary Surgeon.

#### Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 53, situated at Mahawatta, 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 March 18, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 21, 1924. Municipal Veterinary Surgeon.



**Rinderpest.**

WHEREAS rinderpest has broken out in the premises bearing assessment No. 16, situated at Nagalagam 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 March 17, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 21, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

WHEREAS by proclamation dated March 3, 1924 published in the *Government Gazette* No. 7,380 of March 7, 1924, the premises bearing assessment No. 137, situated at Nagalagam street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas rinderpest no longer exists in the said premises, it is now declared free from rinderpest, and to be no longer an infected area.

This declaration shall take effect from March 17, 1924.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 21, 1924. Municipal Veterinary Surgeon.

**Rinderpest.**

NOTICE is hereby given that the areas declared infected at Elapitiwela, Mabima, Bollate, Niwandama, Matumagala, and Nawamahara in Alutkuru korale south of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, and proclaimed in the *Gazettes* of January 11, 18; and 25, and February 1 and 8, 1924, are now free from rinderpest.

The Kachcheri, K. VAITHIANATHAN,  
Colombo, March 19, 1924. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the areas declared infected at Peliyagoda Pattiya in Alutkuru korale south of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, and proclaimed in *Gazettes* Nos. 7,354 of October 12, 1923; 7,362 of November 28, 1923; and 7,367 of December 21, 1923, are now free from rinderpest.

The Kachcheri, K. VAITHIANATHAN,  
Colombo, March 19, 1924. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the areas declared infected at Peliyagodawatta, Peliyagoda-Gangaboda, and Hendala in Alutkuru korale South of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, and proclaimed in the *Gazettes* of November 9, 1923; February 15, 1924; February 22, 1924; February 29, 1924, and March 7, 1924, are now free from rinderpest.

The Kachcheri, K. VAITHIANATHAN,  
Colombo, March 20, 1924. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Katiyala in Alutkuru korale north of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, and proclaimed in *Gazette* of January 25, 1924, is now free from rinderpest.

The Kachcheri, K. VAITHIANATHAN,  
Colombo, March 20, 1924. for Government Agent.

**Rinderpest.**

NOTICE is hereby given that the area declared infected at Werella estate, Yakkala, in Siyane korale west of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, and proclaimed in the *Gazette* of December 21, 1923, is now free from rinderpest.

The Kachcheri, R. J. PEREIRA,  
Colombo, March 22, 1924. for Government Agent.

**Rinderpest.**

WHEREAS rinderpest has broken out in the land called Delgahawatta at Nawala, in Colombo Mudaliyar's Division, in the District of Colombo, of the Western Province; It is hereby declared that the under-mentioned infected area is proclaimed under section 5(1), of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, published in *Government Gazette* of January 4, 1924:—

The area is bounded on the north by dewata road leading from high road to field, east by Nawala fields, south by Nawala fields and dewata road, and west by high road from Welikada to Nugegoda.

This declaration is to take effect from this date.

Colombo Mudaliyar's Office, D. E. WIJESEKERA,  
March 17, 1924. Colombo Mudaliyar.

**Rinderpest.**

WHEREAS rinderpest has broken out in garden No. 10, at Werogoda, in Colombo Mudaliyar's Division, in the District of Colombo, of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5 (1), of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, published in *Government Gazette* of January 4, 1924.

The area is bounded on the north by Kelani river, south by railway line to Kolonnawa, east by garden No. 19, belonging to D. C. Wijewardana, and west by Heen-ela.

This declaration is to take effect from this date.

Colombo Mudaliyar's Office, D. E. WIJESEKERA,  
March 18, 1924. Colombo Mudaliyar.

**Rinderpest.**

WHEREAS rinderpest has broken out in garden No. 64 at Werogoda, in Colombo Mudaliyar's division, in the District of Colombo, of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5 (1) of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, published in the *Government Gazette* of January 4, 1924.

The area is bounded on the north by Kelani river, east by railway line to Kelaniya, south by railway line to Kolonnawa, and west by garden No. 60 belonging to D. C. Wijewardana.

This declaration is to take effect from this date.

Colombo Mudaliyar's Office, D. E. WIJESEKERA,  
March 20, 1924. Colombo Mudaliyar.

**Rinderpest.**

WHEREAS rinderpest has broken out in the land called Meegahawatta at Helumahara in Siyane 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, as amended by Ordinance No. 19 of 1923, viz. —

The area is bounded on the north by the lands of Mabulage people and Pelengahawatta, east by the fields, south by the land called Bulugahawatta, and west by Galkanda and Pananwala village boundary.

This declaration is to take effect from this date.

J. P. OBEYSEKERE,  
Batadola, Mudaliyar, Siyane Korale East.  
Veyangoda, March 10, 1924.

**Rinderpest.**

WHEREAS rinderpest has broken out at Yakkala in Siyane korale west of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5 (1) of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, viz. :—

The area bounded on the north by Yakkala-Hen ratgoda District Road Committee road, east by Kandy road, south by lands belonging to Mr. J. Thidaman and M. Charles Appu, and west by the land of Mrs. Eva Dias Bandaranayaka.

This declaration is to take effect from this date.

D. C. R. WIJEYSINGHE,  
Henaratgoda, Mudaliyar, Siyane korale West.  
March 21, 1924.

**Rinderpest.**

WHEREAS rinderpest has broken out at No. 2, Wester Seaton estate at Kadirane North in Alutkuru korale north, Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, viz:—

The area is bounded on the north by cart road from Negombo, east by Katiyala Village Committee road, south by Katiyala cart road, and west by Baseline road.

This declaration is to take effect from this date.

C. H. A. SAMARAKODY,  
Mudaliyar, Alutkuru Korale North.  
Minuwangoda, March 17, 1924.

**Rinderpest.**

WHEREAS rinderpest has broken out at Peliyagoda-watta in Alutkuru korale south of the Western Province: It is declared that the under-mentioned area is infected in terms of sections 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, viz:—

The land called Hinatiowita; bounded on north by Village Committee road, east by Diulgahaowita, south by land belonging to G. Themis Fernando, and west by high road.

This declaration is to take effect from this day.

TIMOTHY F. ABEYAKOON,  
Mudaliyar, Aluturu Korale So th.  
Wattala, March 17, 1924.

**Rinderpest**

WHEREAS rinderpest has broken out in the village Mulleriyawa Himbutana in Hewagam korale, Colombo District, 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, and as amended by Ordinance No. 19 of 1923:—

The area bounded on the north by Udukumbura and Godella, east by Gonnagahaowita, south by dewata road to Himbutana, and west by P. W. D. road to Angoda through Asylum premises.

This declaration is to take effect from this date.

A. ABHAYARATNE,  
Mudaliyar, Hewagam Korale,  
Homagama, March 16, 1924.

**Rinderpest.**

WHEREAS rinderpest has broken out in the village Kottawa in Hewagam korale, Colombo District, 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, and as amended by Ordinance No. 19 of 1923:—

The area bounded on the north by Wasalawatta and Delgahawatta belonging to Liyanage Simon Perera, east

by Kottawa-Malapalle Village Committee road, south by village cart road from Katukurunda to Liyanagoda, west by Wasalawatta and Katukurundawatta.

This declaration is to take effect from this date.

A. ABHAYARATNE,  
Mudaliyar, Hewagam Korale.

Homagama, March 18, 1924.

**Rinderpest.**

WHEREAS rinderpest has broken out on the land called Kurunduwatta, at Ratmalana South in the Salpiti korale of the Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of January 4, 1924, viz:—

The area bounded on the north by R. A. Perera's land, east by Rustoom estate, south by Manis Perera's land, and west by Gonakowila road.

This declaration is to take effect from this date.

G. W. DE FONSEKA,  
Mudaliyar, Salpiti Korale.

March 14, 1924.

**Hæmorrhagic Septicæmia.**

WHEREAS hæmorrhagic septicæmia has broken out in the village of Allaippiddy in the Islands Division of the Northern Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of The Contagious Diseases (Animals) Ordinance, 1909 (No. 25), that the area bounded on the north, lane leading from St. John's Church to the sea;

east, sea;

south, sea;

west: Lane leading from Payadupallan to the sea—is an infected area.

This declaration will take effect from March 25, 1924.

Jaffna Kaehcheri,  
March 25, 1924.

R. Y. DANIEL,  
for Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out in the Pahala Kel gam tulana of Willachchiya korale in Nuwaragam palata, I, Alfred Wallace Seymour, Government Agent of the North-Central Province, do hereby declare, under section 5 (1) of Ordinance No. 25 of 1909, that the said tulana is an infected area.

Boundaries: the boundaries of the revenue division of Pahala Kelagam tulana.

March 22, 1924.

A. W. SEYMOUR,  
Government Agent.

**NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE," No. 11 OF 1920.****Trade or Business of Auctioneer and Broker.**

THE following person was licensed during the month of March to carry on the Trade or business of an Auctioneer within the Matara Urban District Council area for the year 1924, and his name is published in terms of section 17 of Ordinance No. 15 of 1889, amended by Ordinance No. 25 of 1922:—

Mohottige William Sedara of Kotuwegoda, Matara.

EDWARD BULTJENS,  
Chairman,

Office of the Urban District Council,  
Matara, March 22, 1924.

**Trade or Business of Auctioneer and Broker.**

THE following person was licensed during the month of March to carry on the trade or business of an Auctioneer within the Matara Urban District Council area for the year 1924, and his name is published in terms of section 17 of Ordinance No. 15 of 1889, amended by Ordinance No. 25 of 1921.

Koggala Marakkalage Thorlis of Fort, Matara.

EDWARD BULTJENS,  
Chairman, Urban District Council, Matara.

Office of the Urban District Council,  
Matara, March 24, 1924.

## ABSTRACTS OF SEASON REPORTS.

SEASON REPORTS FOR THE MONTH OF  
FEBRUARY, 1924.

## WESTERN PROVINCE.

## COLOMBO DISTRICT.

Paddy: maha harvest is being reaped and thrashed. On the whole the crop is not very good owing to the floods of 1923.

Dry grains: nil.

Coconuts: crop for the month considered to be good.

Other products: fruits were very scarce during the month.

Prices of food stuffs: country rice, Rs. 5 to Rs. 6 per bushel; paddy, Rs. 2 to Rs. 3 per bushel; imported rice, Rs. 5.50 to Rs. 7.50 per bushel; kurakkan, not available; maize, not available; coconuts, Rs. 5.50 to Rs. 7.50 per 100 nuts; salt, 12 cents per measure.

Health of inhabitants: satisfactory, except a few cases of measles, chickenpox, and dysentery.

Health of cattle: rinderpest epidemic continues. Fresh cases occurred in the villages of Alutkuru korale south, Hewagam korale, Colombo Mudaliyar's division, and Salpiti korale.

Weather: dry.

Rainfall: 2.66 in. for five days registered at the Colombo Observatory.

General remarks: nil.

## KALUTARA DISTRICT.

Paddy: the greater part of the maha crop was reaped during the month.

Dry grain: there was no dry grain cultivation in the district.

Coconuts: the yield of coconuts is estimated at 2,213,300 nuts.

Other products: fruit and vegetables were as usual scarce.

Prices of food stuffs: country rice is not available for sale; paddy, Rs. 2 to Rs. 3 per bushel; imported rice, Rs. 5 to Rs. 8 per bushel; kurakkan, Rs. 3.25 per bushel (not available for sale); maize, nil; coconuts, Rs. 5.50 to Rs. 12 per 100 nuts; salt, 10 to 12 cents per measure.

Health of inhabitants: fever, dysentery, and chickenpox prevailed. There were also three cases of suspected plague reported from the totamunes.

Health of cattle: good.

Remarks applicable to particular districts: there was a sufficient supply of fish during the month.

Weather: there was little or no rain during the month.

Harvests prospects generally: a good crop can be expected.

General: nil.

## CENTRAL PROVINCE.

## KANDY DISTRICT.

Paddy: the maha crop being harvested. Results are expected to be satisfactory, but the figures are not yet available.

Dry grain: the crop from kurakkan chenas will be poor, owing to the heavy rain prevailed during the end of 1923.

Coconuts: flowering good.

Other products: lands are being prepared for vegetable cultivation and the owners are looking forward to rain.

Prices of food stuffs: country rice, Rs. 5 to Rs. 7 per bushel; paddy, Rs. 2 to Rs. 3 per bushel; imported rice, Rs. 6 to Rs. 8 per bushel; kurakkan, Rs. 2 to Rs. 5 per bushel; maize, Rs. 2 per bushel; coconuts, Rs. 6 to Rs. 10 per 100 nuts; salt, 14 to 16 cents per measure.

Any other prices of interest: prices of tea and rubber are normal.

Health of inhabitants: good, except for a few cases of chickenpox and measles, &c.

Health of cattle: good.

Remarks applicable to particular districts: fish in the rivers and oyas are caught by means of rods and nets.

Weather: a very dry month.

Harvest prospects generally: satisfactory.

## NUWARA ELIYA DISTRICT.

Paddy: maha cultivation fields in Walapane have been sown. In Uda Hewaheta some fields are been sown, some have young plants, and others are ready to be harvested. Kotmale fields are being harvested.

Dry grains: kurakkan chenas in Uda Hewaheta and Walapane are being harvested.

Coconuts: 10,050 outs estimated crop.

Prices of food stuffs: country rice, Rs. 5 to Rs. 7.50 per bushel; paddy, Rs. 2.50 to Rs. 3.50 per bushel; imported rice, Rs. 7.50 to Rs. 9 per bushel; kurakkan, Rs. 2.50 to Rs. 3.50 per bushel; maize, Rs. 2.50 to Rs. 3 per bushel; coconuts, Rs. 8 to Rs. 12 per 100 nuts; salt, 16 to 20 cents per measure.

Health of inhabitants: good, except for a few cases of influenza, fever, and measles in some of the villages of Uda Hewaheta and Walapane.

Health of cattle: good.

Weather: it was fine in Uda Hewaheta and Walapane, and very dry in Kotmale and the Nuwara Eliya Gravets.

## MATALE DISTRICT.

Paddy (prospects of coming crop, &c.): maha crop, ripening; some are being harvested. Prospects good.

Dry grain (prospects of coming crop, &c.): kurakkan crops are being gathered. Prospects fair.

Coconuts: crops poor.

Prices of food stuffs: country rice, Rs. 5.50 to Rs. 7 per bushel according to locality; paddy, Rs. 2 to Rs. 2.50 per bushel according to locality; imported rice Rs. 7 to Rs. 8.25 per bushel according to locality; kurakkan, Rs. 1.75 to Rs. 3 per bushel according to locality; salt, 14 to 20 cents per measure; chillies, 28 to 60 cents per pound according to locality; coconuts, Rs. 4.50 to Rs. 10 per 100 nuts according to locality.

Health of inhabitants: good, except for a few cases of malarial fever, cough, and cold.

Health of cattle: good.

Remarks applicable to particular district, e.g., conditions of tanks, &c.: anicuts, &c., are in good order, and there was ample water in streams for paddy cultivation. Tanks full.

Weather: almost dry, except for two good showers on the 3rd in Matale North and on 25th February in Matale south respectively. Rainfall: Matale, 4.48 in.; Dambulla, 2.36 in.; and Sigiriya, 3.20 in.

## SOUTHERN PROVINCE.

## GALLE DISTRICT.

Paddy: cultivation for yala has commenced. The last maha crop yielded 229,000 bushels.

Dry grain is not cultivated in the district to any appreciable extent.

Coconuts: the estimate of the crop for the month is 30,145,000 nuts.

Other products are tea, rubber, cinnamon, and a variety of fruits and vegetables. No estimate of their yield can be given.

Prices of food stuffs: country rice, Rs. 5·76 to Rs. 8 per bushel; paddy, Rs. 2 to Rs. 4 per bushel; imported rice, Rs. 4·50 to Rs. 8 per bushel; kurakkan, Rs. 2 to Rs. 4 per bushel; maize, Rs. 2 to Rs. 5 per bushel; coconuts, Rs. 5 to Rs. 9 per 100 nuts; salt, 12 cents per measure.

Any other prices of interest: maniocca, 2½ cents per lb.; sweet potatoes, 3 cents per lb.

Health of inhabitants: satisfactory. Chickenpox, measles, and dysentery prevailed in some parts of Talpe pattu and Bentota-Walalla·iti korale.

Health of cattle: good.

Weather: dry.

Harvest prospects generally: fair.

#### MATARA DISTRICT.

Paddy: maha crop being harvested.

Harvest prospects: fair.

Dry grain: chena harvested; crop fair.

Coconut: prospects fair.

Other products: cinnamon and citronella satisfactory; vegetable and other fruits scarce.

Prices of food stuffs: country rice, Rs. 6·10 per bushel; imported rice, Rs. 6·85 per bushel; paddy, Rs. 2·67 per bushel; kurakkan, Rs. 2·30 per bushel; maize, Rs. 5·25 per bushel; coconuts, Rs. 6·25 per 100 nuts; salt, 11 cents per measure.

Health of inhabitants: the health of the district is satisfactory, except for a few cases of chickenpox, dysentery, measles, and fever.

Health of cattle: good.

Tanks: full.

Weather: dry.

Fisheries: a moderate supply of fish is available.

#### HAMBANTOTA DISTRICT.

Paddy: maha crop three months old. Prospects fair.

Dry grain: area cultivated for maha very small owing to heavy rain.

Cotton: harvesting of maha crop in progress. A satisfactory yield is anticipated.

Coconuts: flowering unsatisfactory. Crop for the month is estimated at 290,960 nuts.

Other products: nil.

Prices of food stuffs: country rice, Rs. 6·24 to Rs. 7 per bushel; paddy, Rs. 2·50 to Rs. 2·56 per bushel; imported rice, Rs. 7 to Rs. 8·40 per bushel; kurakkan, Rs. 2·56 to Rs. 2·66 per bushel; maize, Rs. 4 per bushel; coconuts, Rs. 6 to Rs. 10 per 100 nuts; salt, 3½ to 5 cents per lb.

Any other prices of interest: nil.

Health of inhabitants: satisfactory.

Health of cattle: good.

Condition of tanks or fisheries: tanks full. Fish caught in abundance and cheap.

Weather: maximum temperature, 88·9°; minimum temperature, 70·1°; rainfall, 20 in.

Harvest prospects generally: fair.

General: nil.

### NORTHERN PROVINCE.

#### JAFFNA DISTRICT.

Paddy: crops being harvested, yield good.

Dry grains: in some villages sowing of dry grains in the paddy fields is going on.

Coconuts: the yield of nuts is not quite satisfactory.

Other products: the tobacco plants are thriving and the prospects are good; vegetables are scarce and prices are high.

Prices of food stuffs: country rice, Rs. 6 to Rs. 7·75 per bushel; country paddy, Rs. 2·50 to Rs. 3·50 per bushel;

imported rice, Rs. 6 to Rs. 8 per bushel; kurakkan, Rs. 2·50 to Rs. 3·50 per bushel; maize, Rs. 2·50 to Rs. 3 per bushel; coconuts, Rs. 6 to Rs. 10 per 100 nuts; salt, 10 to 14 cents per measure.

Health of inhabitants: not satisfactory; fever, measles, and chickenpox prevail in some parts of the district.

Health of cattle: good.

Weather: no rain, dew at night, and intense heat during day.

#### MANNAR DISTRICT.

Paddy: kalapokam is being reaped.

Dry grain: nil.

Coconuts: in good condition; estimated crop 56,000 nuts.

Tobacco: just being planted.

Palmyra: in good condition.

Other products: vegetable gardens are coming into bearing.

Prices of food stuffs: country rice, Rs. 5·75 to Rs. 8 per bushel; imported rice, Rs. 6·50 to Rs. 9 per bushel; paddy, country, Rs. 2 to Rs. 3 per bushel; coconuts, Rs. 8 to Rs. 15 per 100 nuts; salt, 12 cents per measure.

Health of the inhabitants: malarial fever prevailed throughout the district. Cases of pneumonia and typhoid fever occurred in the Mannar island.

Health of cattle: good.

Conditions of tanks: fair.

Conditions of fisheries: very satisfactory.

Weather: no rain. Days are warm.

Harvests prospects generally: very satisfactory.

#### MULLAITIVU DISTRICT.

Paddy: reaping of kalapokam cultivation on Manavari lands is in full swing. The cultivation under tanks is in ear.

Dry grains: kurakkan crops in chenas are likely to suffer if there be no rain shortly.

Coconuts: prospects fair.

Other products: prospects of young tobacco plants are satisfactory. Vegetable gardens doing well.

Prices of food stuffs: paddy, Rs. 2 to Rs. 2·80 per bushel; rice, Rs. 6·75 to Rs. 7·50 per bushel; kurakkan, Rs. 2 to Rs. 2·75 per bushel; coconuts, Rs. 6 to Rs. 12 per 100 nuts; salt, 10 to 16 cents per measure; eggs, 24 to 36 cents per dozen.

Health of the inhabitants: unsatisfactory. Fever, dysentery, and pneumonia prevail. Quinine is distributed free, and does much good.

Health of cattle: good. Pasture fair.

Special remarks: tanks retain sufficient water for the standing cultivations under them. The fishing season in the Maritime pattus has begun, and fishers from out-stations are coming in.

Weather: no rain during the month. Nights are dewy, and days hot.

Harvest prospects: satisfactory.

General remarks: nil.

### EASTERN PROVINCE.

#### BATTICALOA DISTRICT.

Paddy: munmari fields are being reaped in some parts, and kalapokam cultivation is in progress.

Dry grains and other products: crops have already been reaped.

Coconuts: coconuts are looking much healthier after the rains.

Prices of food stuffs: paddy, Rs. 2·20 to Rs. 3·20 per bushel; country rice, Rs. 6 to Rs. 9·52 per bushel; imported rice, Rs. 7 to Rs. 8·40 per bushel; kurakkan, Rs. 2

to Rs. 6 per bushel; maize, Rs. 2 to Rs. 2.40 per bushel; coconuts, Rs. 6 to Rs. 15 per 100 nuts; salt, 2½ to 5 cents per lb.; salt, 25 cents per measure (in Wewgam pattu).

Health of inhabitants: fever, cough, and cold prevail in almost all the divisions.

Health of cattle: satisfactory.

Condition of tanks or fisheries: tanks are full and in good order.

Weather: dry weather prevailed during the month. Nights were dewy. Rainfall recorded was 0.38 in.

#### TRINCOMALEE DISTRICT.

Paddy: prospect of coming crop, fair; probable yield, 108,000 bushels; estimated crop harvested, 122,843 bushels. Dry grain: nil.

Coconuts: prospect of coming crop, fair; probable yield, 198,875 nuts; estimated crop harvested, 149,875 nuts.

Other products: nil.

Prices of food stuffs: country rice, Rs. 5.60 to Rs. 7 per bushel; paddy, Rs. 2.25 to Rs. 2.50 per bushel; imported rice, Rs. 8.40 per bushel; kurakkan, nil; maize, nil; coconuts, Rs. 8 to Rs. 10 per 100 nuts; salt, 4 to 12 cents per measure.

Health of people: fever is prevalent in town and Kadukkulam.

Health of cattle: satisfactory.

Condition of tanks: good.

Conditions of fisheries: satisfactory.

Weather: warm and dewy.

Harvest prospect generally: fair.

General remarks: nil.

#### NORTH-WESTERN PROVINCE.

##### KURUNEGALA DISTRICT.

Paddy: maha crops being reaped and gathered, except in Warbi haattu where fields have just been sown.

Dry grain: nil.

Coconut: prospects good.

Other products: nil.

Prices of food stuffs: Paddy, Rs. 2 to Rs. 4 per bushel; country rice, Rs. 5 to Rs. 8 per bushel; imported rice, Rs. 6.50 to Rs. 8.35 per bushel; kurakkan, Rs. 2 to Rs. 4 per bushel; coconuts, Rs. 4.50 to Rs. 6 per 100 nuts; salt, 12 to 14 cents per measure.

Health of inhabitants: good, except for ordinary cases of fever and parangi.

Health of cattle: good, except for a few cases of rinderpest (in Katugampola hatpattu) and foot-and-mouth disease.

Condition of tanks: In good order, and partly full.

Harvest prospects generally: fair.

##### PUTTALAM AND CHILAW DISTRICTS.

Paddy: maha cultivation is blossoming in some parts and is being reaped in others.

Dry grain: the crops are being reaped.

Coconuts: there is a slight improvement in this month's crop, which is estimated at 20,907,780.

Prices of staple products: country rice, Rs. 5 to Rs. 8 per bushel; imported rice, Rs. 7 to Rs. 8 per bushel; paddy, Re. 1.68 to Rs. 3 per bushel; kurakkan, Re. 1.68 to Rs. 2.50 per bushel; salt, 12 to 15 cents per measure; sugar, 24 cents per lb.; coconuts, Rs. 4.75 to Rs. 8 per 100 nuts.

Health of the population: satisfactory; but fever is prevailing in some parts.

Health of cattle: satisfactory.

Remarks applicable to particular districts, e.g., condition of tanks, fisheries, &c.: tanks have sufficient water for cultivation, but several require masonry spills and repairs to scours.

Weather: hot.

Rainfall: Puttalam, .32 in.; Chilaw, .19 in.

Harvest prospects: good.

#### NORTH-CENTRAL PROVINCE.

##### ANURADHAPURA DISTRICT.

Paddy: late meda cultivation is still being carried out in some parts of Nuwaragam palata. Meda cultivation has been completed in other parts of the district. Maha harvest crops and the crop of the paddy are being reaped. Good results are expected.

Dry grain: kurakkan, fair return is expected. Gingelly, nil.

Coconuts: crops and prospects fair.

Prices of food stuffs: country rice, Rs. 5 to Rs. 7 per bushel; imported rice, Rs. 7 to Rs. 8 per bushel; paddy, Rs. 2 to Rs. 2.50 per bushel; kurakkan, Re. 1.75 to Rs. 2.50 per bushel; maize, Rs. 2.50 to Rs. 3 per bushel; coconuts, Rs. 6 to Rs. 16 per 100 nuts; salt, 14 to 20 cents per measure.

Health of inhabitants: fever is prevalent in most of the villages.

Health of cattle: satisfactory.

Weather: dry.

Harvest prospects: there is every prospect of a good meda crop.

#### PROVINCE OF UVA.

##### BADULLA DISTRICT.

[Report not received.]

#### PROVINCE OF SABARAGAMUWA.

##### RATNAPURA DISTRICT.

Paddy: crops of maha fields which are being harvested are fair.

Dry grain: crops on el and kurakkan chenas are poor.

Coconuts: unsatisfactory.

Other products: cassava, sweet potatoes, and various varieties of vegetables are grown.

Prices of food stuffs: country rice, Rs. 4.80 to Rs. 8 per bushel; paddy, Rs. 2 to Rs. 3 per bushel; imported rice, Rs. 6 to Rs. 9.50 per bushel; kurakkan, Re. 1.25 to Rs. 3 per bushel; maize, Re. 1 to Rs. 2.50 per bushel; coconuts, Rs. 7 to Rs. 16 per 100 nuts; salt, 12 to 16 cents per measure.

Any other prices of interest: nil.

Health of inhabitants: satisfactory.

Health of cattle: satisfactory.

Remarks applicable to particular district, e.g., condition of tanks or fisheries, &c.: there is sufficient water in the tanks.

Weather: there was little rain during the latter part of the month.

Harvest prospects generally: fair.

General: nil.

##### KECALLA DISTRICT.

Paddy: maha fields are being reaped.

Dry grains: el chenas have been reaped. Crops are good.

Other products: nil.

Coconuts: prospects good.

Prices of food stuff: country rice, Rs. 7 per bushel; paddy, Rs. 2.50 per bushel; imported rice, Rs. 6 to Rs. 8 per bushel; coconuts, Rs. 60 per 1,000 nuts; salt, 16 cents per measure.

Health of people: satisfactory. Chickenpox, measles, and dysentery prevailed in some parts of the district.

Health of cattle: good.

Weather: hot and dry. Some showers at the end of the month.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

## Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, February 6, 1924, at 3 p.m.

The Council met this day at 3 P.M., pursuant to notice, dated January 30, 1924.

*Present* :—Mr. T. Reid, C.C.S., Chairman ; Mr. C. P. Dias, J.P. ; the Hon. Mr. N. H. M. Abdul Cader, M.L.C. ; the Hon. Mr. H. L. De Mel, C.B.E., M.L.C. ; Dr. E. V. Ratnam ; Mr. A. E. de Silva ; Mr. E. W. Jayewardene, K.C. ; Mr. R. L. Pereira ; Mr. C. H. Z. Fernando ; Mr. J. S. Collett ; Mr. W. E. V. de Rooy, Mr. A. H. F. Clarke ; Mr. A. J. Wickwar ; the Hon. Mr. L. Macrae, M.L.C. ; Dr. E. A. Cooray ; and Mr. G. W. Dodds.

1. The Minutes of the General Meeting of January 16, 1924, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.

Resolved that the Minutes of the General Meeting of January 16, 1924, be confirmed.

2. Pursuant to notice, Mr. C. H. Z. Fernando asked the Chairman the following questions, and the Chairman replied *seriatim* :—

Q.—(1) What would be the approximate cost of improving Skinner's road north from Layard's Broadway junction to Galpotte and converting it into a 60-foot road, making use of Municipal land which is available for the purpose ?

A.—(1) The total cost would be about Rs. 50,000 or Rs. 75,000 if footpaths, kerbs, and channels were constructed.

Q.—(2) What would be the approximate cost of carrying out the scheme sanctioned by the Council in 1905, for extending Jampettah street to meet Skinner's road north, and for which purpose the land was acquired at a cost of Rs. 84,057.28 ?

A.—(2) The cost would be about Rs. 15,000 or Rs. 25,000 if footpaths, kerbs, and channels were constructed.

Q.—(3) Will the Chairman ask the Medical Officer of Health to submit a report to the Council on the Sanitary conditions of the Rajamalwatta area in Mutwal ?

A.—(3) I shall ask the Medical Officer of Health to submit a report.

Q.—(4) In view of the fact that the Board of Improvement is now not functioning, will the Chairman ask the Works Engineer or his Assistant, Mr. C. H. Kilmister, to draw up a scheme for improving the Rajamalwatta area in Mutwal by constructing cross roads and acquiring the insanitary premises in that area, with a view to demolishing them and building habitable dwelling houses ?

A.—(4) I propose to place this matter before the Council's Committees. A staff and expenditure are required and unless the scheme has any chance of being carried out, the work and expense will be wasted.

Q.—(5) What would be the approximate cost of widening the Mahawatta road from the Victoria Bridge road junction to the railway crossing, so as to make the road to a width of 20 feet and of raising the road so that it may not be liable to inundation during ordinary floods ?

A.—(5) The cost at a rough guess might be about Rs. 27,000.

Q.—(6) What would be the approximate cost of widening the Mahawatta road from the railway crossing to Madampitiya road to a width of 30 feet, the said road being widened from the side on which the cemetery stands ?

A.—(6) The trace would have to be swung over to the side opposite the cemetery owing to the existence of graves and a quarry. The cost of a gravel road might be about Rs. 31,000 without underground drains, kerbs, and channels.

3. Pursuant to notice, Mr. C. P. Dias asked the Chairman :—

Q.—(1) Whether the Chairman would be pleased to represent to Government the great danger to which the lives and property of the rate-payers of Baseline road are liable to be exposed by the continuance of the Powder Magazine in a residential part of the Municipality ?

The Chairman replied as follows :—

A.—(1) I shall approach the Government to see if the Powder Magazine can be moved to a more isolated place.

Mr. C. P. Dias moved for permission of Council to put a question *re* salary of Dr. E. R. Loos. The permission having been granted, Mr. C. P. Dias asked the Chairman the following question :—

What steps have been taken to right the unintentional wrong done to Dr. E. R. Loos, by his being paid a lower salary than the third Assistant Medical Officer of Health, who has been appointed.

The Chairman stated that he could not quote exact figures, but that he thought that Dr. Loos had been dealt with generously by the Salaries Committee. He undertook to look into the matter.

The Chairman moved that the Council do go into Committee to consider items Nos. 4 to 9 (inclusive) on the Agenda. Mr. C. P. Dias seconded.—Carried.

The following extracts from the Minutes of the Standing Committees named and the reports of the Council's Lawyers, Messrs. Julius and Creasy, with regard to the reconveyance of properties vested in the Council were laid before the Council in Committee :—

*Extract from the Minutes of the Standing Committee on Law and General Subjects of January 26, 1924.*

(13) To consider a plan and a report of the Municipal Assessor with regard to a piece of M. C. land between Skinner's road north and Bloemendahl road proposed to be disposed of.—Recommended sale outright of plot 29.50 perches and that an upset price should be fixed as suggested by the Assessor.

(15) To consider a plan and a report of the Municipal Assessor with regard to a surplus piece of M. C. land at the corner of Kollupitiya road and Turret road.—Recommended sale outright of plot 32.45 perches in extent and that the upset price should be fixed as recommended by the Assessor.

(16) To consider a plan and a report of the Municipal Assessor with regard to a piece of M. C. land at No. 26, Panchikawatta road, let on monthly tenancy.—Recommended that plot 12.86 perches in extent be sold and that the upset price should be fixed as recommended by the Assessor.

(23) To consider a report of the Municipal Assessor, dated January 23, 1924, with regard to his appointment as Government Assessor and a memorandum of the Chairman thereon.—Recommended that Mr. Eastman be requested to remain in the Municipal service till February, 1925, or till a successor is appointed. Recommended that Mr. Eastman be requested to refund the sum paid as passage money if he does not remain in the Council's service till February, 1925. Recommended that the vacancy be advertised on the usual terms on a salary of Rs. 10,800—480—15,000. Qualifications: The passing of the Final Examination of the Surveyors' Institution (Valuation Division).

#### Resolutions.

With regard to item No. 23 (corresponding to item No. 19 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of January 30, 1924), it was resolved that the matter be considered in connection with the recommendation of the Works and Finance Committees.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

#### Extracts from the Minutes of the Standing Committee on Sanitation and Markets of January 28, 1924.

(2) To consider a petition signed by certain residents in the city and suburbs of Colombo, with regard to the regulations relating to the outbreak and prevention of plague.—(a) Recommended that free inoculation against plague be offered to those willing to be inoculated, and a payment of 75 cents per day for three days after inoculation has taken place; (b) Recommended that a prize of Rs. 1,000 be offered to the person who produces at the Rat Depot the largest number of rats from this date till June 30, 1924, provided at least 10,000 rats be produced by that date; (c) Recommended that permission be given, subject to the approval of the Medical Officer of Health, to open a plague hospital in a suitable isolated place, where no disease except plague may be treated and where the system laid down by the Medical Officer of Health is to be carried out.

(5) To consider a memorandum of the Municipal Veterinary Surgeon, dated September 15, 1923, suggesting that the temporary Inspectorship created for posting an officer at Tuticorin should be made permanent.—Recommended with effect from January 1, 1924, on the salary of Rs. 1,200—96—2,400 per annum.

(7) To consider a report of the Financial Assistant, dated January 15, 1924, with regard to Kotahena market and private stalls situated within 1,000 yards of the market.—Recommended that the meat stalls within a radius of 1,000 yards of Kotahena market be closed. (Dr. E. V. Ratnam dissents.) Recommended that the fish stall within a radius of half a mile of Kotahena market be closed. Recommended in accordance with the terms of Chapter XIII., section 9 of the Council's bye-laws, that the following premises within the radius of one mile of Kotahena market be licensed for the sale of meat or offal on the conditions contained in the existing licenses:—

4	St. Joseph's street	..	..	..	(mutton)
2B	Do.	..	..	..	( do. )
75	Grandpass road	..	..	..	(mutton and beef)
4B/40	Vincent street	..	..	..	(beef)
4B	St. Joseph's street	..	..	..	do.
77	Grandpass road	..	..	..	do.
30	Ferry street	..	..	..	do.
2	St. Joseph's street	..	..	..	do.
18	Alutmawata	..	..	..	do.

Recommended that the following stall rents at Kotahena market be revised as set out hereunder:—

Vegetable stalls, 10 at Rs. 4 per mensem instead of Rs. 12 per mensem. Vegetable stalls, 20 at Rs. 3 per mensem instead of Rs. 10 per mensem. Vegetable stalls, 20 at 5 cents per day per half stall instead of 15 cents per day per half stall.

(8) To consider a report of the Financial Assistant, dated December 6, 1923, with regard to four stalls within 1,000 yards radius of the Edinburgh market.—Recommended that the existing meat stalls which come within a radius of 1,000 yards of the Edinburgh market, and which do not come within the radius of any other public market be not closed.

(10) To recommend supplementary provision of Rs. 408 under vote H. (b) 16 "Salaries, Dispensaries," (Public Health Department) in order to meet the payment of salary to the substitute appointed during the period of six weeks leave, commencing from January 14, 1924, granted to Dr. V. K. Paramanayagam, Medical Officer, Maradana Dispensary.—Recommended.

#### Resolutions.

With regard to item No. 2 (c), after a discussion, Mr. E. W. Jayewardene moved that the recommendation of the Standing Committee be adopted with the addition of the words "Any such scheme to be finally approved of by the Council. The Chairman seconded.—Carried.

Resolved that the recommendations of the Standing Committee with regard to sub-sections (a) and (b) be adopted.

With regard to item No. 5, it was resolved that the temporary Inspectorship be made permanent and that the question of filling the post be considered later on.

With regard to item No. 7, Dr. E. V. Ratnam moved that the Kuruwe street meat stall be not closed. The Hon. Mr. N. H. M. Abdul Cader seconded.

Mr. E. W. Jayewardene moved, as an amendment, that the consideration of the matter be deferred and that the papers be circulated, together with a sketch showing the distance from other markets. Dr. E. V. Ratnam seconded.—The amendment was put to the meeting and declared carried.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

#### Extracts from the Minutes of the Standing Committee on Municipal Works of January 30, 1924.

(4) To recommend street lines for Pansala road, Kotahena, as indicated in plan No. 114, dated December 4, 1923, signed by Mr. Stanley Fernando, Assistant Engineer, Works Department. The road is to be declared a minor street, and is to be allowed as 30 feet wide, under section 18 (4) of Ordinance No. 19 of 1915.

(Note.—This is a public road and the Council is liable to pay compensation for the land required for the proposed widening).—Recommended.

(5) To recommend street lines for Colpetty lane, as indicated in plan No. 133, dated December 15, 1923, signed by Mr. Stanley Fernando, Assistant Engineer, Works Department. The road is to be a street and is to be allowed as 40 feet wide, under section 18 (a) of Ordinance No. 19 of 1915.

(Note.—A considerable length of the road is public and the Council therefore must be liable for all expenses of the widening of the public portion. The old roadway was public up to C, but on the plan referred to above, the Council would presumably be liable only up to point A.—Recommended.

## Resolutions.

Resolved that the above recommendations of the Standing Committee be adopted.

*Extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of January 30, 1924.*

(2) To consider a report submitted by Mr. C. H. Kilmister of the inspection while on leave in England of "S. D. Freighter," a vehicle which is considered to be the latest idea in scavenging transport.—Recommended that two of these vehicles be purchased, the cost being met out of the general scavenging vote.

(4) To consider a plan and a report of the Municipal Assessor with regard to a piece of M. C. land between Skinner's road north and Blomendahl road proposed to be disposed of.—Recommended sale outright of plot 29.50 perches and that an upset price should be fixed as suggested by the Assessor.

(6) To consider a plan and a report of the Municipal Assessor with regard to a surplus piece of M. C. land at the corner of Kollupitiya road and Turret road.—Recommended sale outright of plot 32.45 perches in extent and that the upset price should be fixed as recommended by the Assessor.

(7) To consider a plan and a report of the Municipal Assessor with regard to a piece of M. C. land at No. 26, Panchikawatta road, let on monthly tenancy.—Recommended that plot 12.86 perches in extent be sold and that the upset price should be fixed as recommended by the Assessor.

(10) To consider the correspondence with regard to the proposal for the disposal of the surplus land in extent about .7 of a perch at the corner of Colpetty road and St. Michael's road.—Recommended that this lot, which is of no use to any one except the owner of the property adjoining, be leased to him temporarily at the rate of Re. 1 per month, provided he deposits the value of the land Rs. 500 as valued by the Assessor.

Resolved that the land be sold to him later at this figure when the Ordinance is amended so as to allow sales otherwise than by public auction.

(13) To consider a memorandum of the Municipal Assessor, dated October 19, 1923, suggesting that the two small portions of land, in area about 0.36 perches and 0.80 perches, remaining of lot 1 which was acquired by the Council in connection with the improvement of Pamankade-Cotta, Galle road, and which will not be wanted for the improvement, be sold to the late owner.—Recommended that this lot which is of no use to any one except the owner of the property adjoining, be leased to him temporarily at the rate of Re. 1 per mensem, provided he deposits the value of the land Rs. 360 as valued by the Assessor.

Resolved that the land be sold to him later at this figure when the Ordinance is amended, so as to allow sales otherwise than by public auction.

(15) To consider: (a) The tenders received for the supply of river sand for the year 1924.—(a) Considered; (b) The recommendation of the Municipal Works Engineer that the lowest tender, that of W. A. de Silva be accepted subject to Council's right at any time to supplement the supply by other arrangements, and that this contract be limited to a total of 1,200 cubes for the whole year.—(b) Recommended.

(16) To consider a memorandum of the Chairman, dated January 7, 1924, with regard to the question of the appointment of a Clerk of Works in connection with the building of the new Town Hall.—Recommended that Mr. J. J. Nathanielsz be appointed on a salary of Rs. 750 per month and that he be employed from such date as the Chairman thinks necessary.

(17) To consider: (a) A detailed estimate of Rs. 5,000 from the Municipal Works Engineer for widening centre road, Galle Face, to 32 feet; (b) The correspondence with the Provincial Engineer, Western Province, on the subject.—Recommended that the work be proceeded with as the Government will refund the cost.

(18) To consider: (a) The tenders received for the supply of 2 tons of cotton waste (coloured).—(a) Considered; (b) The recommendation of the Municipal Works Engineer that the tender of Mr. M. Weerawagu Pillai at Rs. 28 per cwt. at a total cost of Rs. 1,120, be accepted.—(b) Recommended.

(19) To consider a report of the Municipal Assessor, dated January 23, 1924, with regard to his appointment as Government Assessor and a memorandum of the Chairman thereon.—Recommended that Mr. Eastman be retained in the Council's service till July 31, 1924, as he is willing so to remain. Recommended that Mr. Eastman be requested to refund the sum of Rs. 2,207.42 spent by the Council on passages to Ceylon. Recommended that the post of Assessor be advertised on the usual terms in the United Kingdom, India, and Ceylon on a salary of Rs. 10,800—480—15,000, the necessary qualifications being the passing of the Final Examination of the Surveyors' Institution (Valuation Division).

(20) To consider: (a) An application from Mr. J. D. Brampy Singho, for water service to his premises No. 326/265, Wellawatta south.—(a) Considered; (b) A plan and an estimate of Rs. 2,397 from the Waterworks Engineer for laying a 3-inch diameter cast iron water main for a distance of 243 yards in the lane leading to premises No. 326/265, Wellawatta south. The lane being a private lane, the application will have to be dealt with under Ordinance No. 9, of 1916. A sum of Rs. 526.66 is immediately recoverable from the applicant and Mr. D. J. Fernando.—(b) Recommended.

(21) To consider: (a) An application from Mr. S. D. Ahamado Lebbe, for water service to his premises No. 249, Dematagoda road.—(a) Considered; (b) A plan and an estimate of Rs. 854 from the Water works Engineer for laying a 3-inch diameter water main for a distance of 92 yards in the lane leading to No. 249, Dematagoda road. The lane being a private lane the application will have to be dealt with under the terms of Ordinance No. 9 of 1916. A sum of Rs. 252.72 is immediately recoverable from the applicant.—(b) Recommended.

(22) To consider: (a) An application from Mr. G. P. Silva to clean the existing water service pipes at No. 124B, Wellawatta road.—(a) Considered; (b) A plan and an estimate of Rs. 1,372 from the Waterworks Engineer for cost of laying a 3-inch diameter water main for a distance of 166 yards in the lane leading to No. 124B, Wellawatta road. The lane being a private lane the application will have to be dealt with under Ordinance No. 9 of 1916. A sum of Rs. 307.35 being the share of the applicant, is immediately recoverable.—(b) Recommended.

(23) To consider a memorandum of the Financial Assistant, dated January 15, 1924, with regard to the purchase of stores, Waterworks Department, asking that the resolution of Council of November 8, 1923, be rescinded as regards item 285, purchase of 2 tons pig lead from Messrs. Henry Gardner & Co., at a cost of Rs. 930 and that the quotation of Messrs. Grey & Marten, at £33 10s. per ton, f.o.b., London, be accepted.—Recommended and that the Council's agent be requested in future, where possible, to specify the time for which an offer is kept open.

(24) To consider: (a) The tenders received for the supply of puddle clay for raising of Labugama Reservoir Dam.—(a) Considered; (b) The recommendation of the Waterworks Engineer that the amended tender of Mr. J. E. Amerasekera of Hanwella at Rs. 47.50 per cube be accepted.—(b) Recommended.



(25) To consider : (a) The quotations received for the supply of four Venturi meters to be fixed at Maligakande and Elie House service reservoirs.—(a) Considered ; (b) The recommendation of the Waterworks Engineer that the quotation of the Palatine Engineering Co., Ltd., Liverpool, at a total cost of about Rs. 22,950 be accepted. The cost to be met from Vote K. 24. Improved bye-pass supply and the new 30-in. main from Maligakande to Union place, Rs. 217,210.

<i>For Maligakande Reservoir.</i>		Rs.
1 30-inch Venturi meter	.. .. .	6,375
1 27-inch Venturi meter	.. .. .	6,075
1 20-inch Venturi meter	.. .. .	5,250
<i>For Elie House Reservoir.</i>		
1 20-inch Venturi meter	.. .. .	5,250
F. O. B. Liverpool at exchange ls. 4 1/2	Total	22,950

(b) Recommended.

(27) To consider : (a) A memorandum of the City Sanitation Engineer, dated January 11, 1924, with regard to excess leave to Mr. O. T. F. Senaratne, Sub-Inspector, City Sanitation Engineer's Department. He was absent without leave from June 4, 1923, to December 27, 1923 ; (b) A report of the Financial Assistant on the subject.—Recommended that Mr. O. T. F. Senaratne be placed from the date of his return on such salary as he would have drawn had he not been on special leave.

(28) To consider : (a) The correspondence with regard to the drainage of Highbury, a bungalow belonging to the Ceylon Wharfage Co., and fronting Buller's road.—(a) Considered ; (b) A plan and a report of the Acting City Sanitation Engineer, dated December 20, 1923, recommending that the bungalow be drained to Government sewer V. 15 by contributing the sum of Rs. 460, being the proportionate cost of same, and subject to the conditions required by Government, as per letter of D. P. W. No. 3,323, dated November 26, 1923, to the Manager, the Ceylon Wharfage Co., Ltd., viz. :— (1) That you submit for my approval in duplicate plans and section approved by the City Sanitation Engineer showing the proposed sewage system in your premises and up to their connection with our sewer ; (2) That you undertake to maintain the system appearing on the plans referred to above, in a thoroughly efficient state of repair and working order at all times and at your expense ; (3) That Government shall have the right to require you at any time, after three months' notice, to disconnect your system from their sewer ; refunding the Rs. 460, being your share of the cost of the sewer referred to above after the system has been disconnected.

*Note.*—This sum of Rs. 460 could be met from the savings on estimate M. 34 for construction of sewer in Jawatta and Buller's road, which has just been completed and to which the other Wharfage Company's bungalows are being drained.—(b) Recommended.

(32) To consider an application from Mr. N. M. Ingram, Municipal Works Engineer, for leave out of the Island commencing from May 14, 1924, as follows :—

	Months.	Days.
(a) Vacation leave	2	27
(b) 9 months and 18 days half-pay leave commuted to full-pay	4	24
(c) Half-pay	—	24

Recommended.

(33) To consider : (a) The quotations received for the supply of materials for Nugegoda bridge.—(a) Considered ; (b) The recommendation of the Works Engineer that the quotation of Messrs. J. T. Donald & Co., (through the Council's agents), be accepted for the purchase of the following materials :—

	£.	s.	d.
6½ tons steel plates, at	10	12	6 per ton.
3½ tons steel plates, at	9	15	0 per ton.
8½ tons steel angles, at	9	7	6 per ton.
½ ton steel angles, at	10	15	0 per ton.
32 cwt. rivets, at	0	15	3 per cwt.
¾ ton steel joist	10	5	0 per ton.
1½ ton square bars, at	10	12	6 per ton.

(b) Recommended.

*Note.*—The weights are approximate and the rates f. o. b. The total cost c. i. f., Colombo will be roughly Rs. 4,750. The cost will be charged to estimate I. 93 of 1923.

(34) To consider the question of laying the foundation stone of the new Town Hall at an estimated cost of about Rs. 375 to Rs. 425. Funds are available on the sanctioned vote for the foundations.—Recommended.

(35) To recommend the purchase for the Works Department (through the Council's Agents) of 24,000 gallons of No. 2 road board specification tar at ls. 4 1/2 per gallon at a total cost of c.i.f. (including agents commission) of £1,600.

(*Note.*—The cost will be charged to Advance account stores and votes duly debited as and when the tar is used).—Recommended.

(37) To consider the correspondence with regard to San Sebastian Canal.—Recommended that the Government be informed that the Council is willing to transfer the San Sebastian Canal to the Government.

(38) To consider : (a) The quotations received for the supply of 160,000 bricks to be delivered within two months.—(a) Considered ; (b) The recommendation of the Municipal Works Engineer that the quotation of Mr. D. A. Goonesekara at Rs. 22.50 per 1,000 (delivered at Urugodawatta bridge and loaded into lorries) be accepted. The total cost will be Rs. 3,600.—(b) Recommended.

## Resolutions.

With regard to item No. 2, Mr. R. L. Pereira moved that only one "S. D. Freighter" be purchased in the first instance. The Hon. Mr. H. L. De Mel seconded.—The motion was put to the meeting and lost.

It was resolved that the recommendation of the Standing Committees be adopted.

With regard to item No. 15, Mr. E. W. Jayewardene stated that the person whose tender had been accepted had violated the rule regarding deposits.

After a discussion, Mr. E. W. Jayewardene moved that the matter be referred to the Law Committee. The Chairman seconded.—Carried.

With regard to item No. 16, Mr. C. H. Z. Fernando and Mr. R. L. Pereira opposed the recommendation of the Standing Committees and suggested that a senior officer of the permanent staff of the Council should be appointed to the post.

The Chairman moved that the consideration of the matter be postponed for next meeting of Council, as the tenders were due on the 9th instant. Dr. E. V. Ratnam seconded.—Carried.

With regard to item No. 19, (corresponding to item No. 23 of the extracts from the Minutes of the Law Committee of January 26, 1924), it was resolved that the recommendations of the Standing Committees be adopted.

With regard to item No. 37, the Chairman moved that the recommendation of the Standing Committees be amended to read as follows:—That the Government be informed that the Council is willing to transfer the custody and maintenance of the San Sebastian Canal to the Government. Mr. E. W. Jayewardene seconded.—Carried.

Resolved that the recommendations of the Standing Committees with regard to the remaining items be adopted.

*Extracts from the Minutes of the Standing Committee on Finance of January 30, 1924.*

(3) To consider the report of the Municipal Assessor, dated November 30, 1923, with regard to assessment of premises No. 56-9/10 Lockgate lane, and the recommendation of the Financial Assistant that in the circumstances the arrears of rates up to the end of the 3rd quarter 1923, amounting to Rs. 356.22, be written off on grounds of poverty.—Recommended.

(4) To consider the tenders received for the purchase and removal of manure, litter, &c., from the Cattle Mart and Quarantine Station and the recommendation of the Financial Assistant, that the tender of Mr. L. W. A. de Soysa at the rate of Rs. 35 per mensem be accepted.—Recommended.

(6) To consider an application from the Municipal Assessor recommending the payment of an allowance of Rs. 10 per mensem from May 9, 1923, till about the end of February, 1924, to Mr. W. F. Fonseka, a Division II. clerk of the Assessing Department, as he is called upon to assist the Draughtsman and the memoranda of the Financial Assistant and the Chairman thereon.—Recommended.

(9) To consider a report of the Financial Assistant, dated January 18, 1924, recommending that arrears of rates amounting to Rs. 496.46 as per statement attached to his report be written off on grounds of poverty. The amount is made up of—

	Rs.	c.
Rates .. .. .	374	96
Survey fees .. .. .	61	50
Vesting charges .. .. .	60	0
Total .. .. .	496	46

Recommended.

(10) To consider a report of the Financial Assistant, dated January 18, 1924, recommending that arrears of rates amounting to Rs. 2,220.54 as per statement attached to his report be written off on grounds of irrecoverability as shown in the last column of the statement. The amount is made up as follows:—

	Rs.	c.
Rates .. .. .	2,127	54
Survey fees .. .. .	61	50
Vesting charges .. .. .	30	0
Costs .. .. .	1	50
Total .. .. .	2,220	54

Recommended.

(11) To recommend supplemental provision of Rs. 408 under *Voté H. (b) 16*, "Salaries, Dispensaries" (P. H. D.) in order to meet the payment of salary to the substitute during the period of six weeks leave, commencing from January 14, 1924, granted to Dr. V. K. Paramanayagam, Medical Officer, Maradana Dispensary.—Recommended.

(12) To recommend, under section 21 of the M. C. Pension Minute, the grant of a gratuity of Rs. 101.70 to cooly Muttu Selliah of the City Sanitation Department, whose services have been discontinued since December 31, 1923, as he is over 60 years of age. The gratuity is calculated on his service of 18 years and his pay of Rs. 16.95 per mensem.

*Note.*—It would appear that there was a break of over a year after he had completed 12 years and 5 months service.—Recommended.

(13) To consider an application from the Financial Assistant, dated December 3, 1923, with regard to leave to Mr. M. S. M. Cooray, Clerk, Finance Department, recommending leave as follows:—

(a) Excess leave of 31 days over 42 days for 1923 .. .. .	31	days
(b) Vacation leave in respect of 1922 and 1923 .. .. .	91	days
(c) Under rule 10 (iii.) of the M. C. Leave Minute, lapsed vacation leave. (There is a balance of 45 days in respect of 1917, and 1918) .. .. .	14	days

Recommended (a), (b), and (c).

(14) To consider an application from Dr. S. D. Fernando, Medical Officer, Modera Dispensary, and the recommendation of the Financial Assistant that 86 days leave be sanctioned for the year 1923, as follows :—

Already sanctioned by Council	80 days
(i.e. 74 days vacation leave and 6 days lapsed vacation leave, out of available 49 days)	
Further leave under rule 10 (iii.) of the M. C. Leave Minute—lapsed vacation leave out of available 43 days in respect of 1919 and 1920	6 days
	86

Recommended.

(15) To consider an application from Mr. P. David, Inspector, City Sanitation Engineer's Department, and the recommendation of the Financial Assistant that 10 days over 42 days vacation leave be granted out of the available 76 days accumulated vacation leave.—Recommended.

(16) To consider an application from Mr. J. S. Perera, Clerk, Finance Department, and the recommendation of the Financial Assistant that leave as under be sanctioned for the year 1923 :—

Vacation leave in excess of 42 days	11 days
Further leave under rule 10 (iii.) of the M. C. Leave Minute—lapsed vacation leave, out of available 42 days in respect of 1920 and 1921	15 days

Total leave 68 days.—Recommended.

(17) To recommend excess leave of 1 day over 42 days granted to Mr. D. H. Attygalla, Assessment Book Clerk, Assessing Department, owing to ill-health.—Recommended.

(18) To recommend excess leave of 24 days over 42 days granted in 1923, to S. A. Anthony, late Arachchi of the M. C. Secretariat.—Recommended.

(19) To recommend excess leave of 1 day over 42 days granted in 1923, to Mr. G. C. Nanayakkara, Clerk, Works Department, owing to ill-health.—Recommended.

(20) To recommend excess leave of further 6 days, making 11 days over 42 days granted in 1923, to Mr. T. D. G. Vincent, Storekeeper,—Waterworks Department, owing to ill-health.—Recommended.

(21) To recommend excess leave of 13 days over 42 days granted in 1923, to Mr. W. E. A. Jansz, Surveyor, Works Department, owing to ill-health.—Recommended.

(23) To consider : (a) An application from the Municipal Veterinary Surgeon for the advance of Rs. 1,600 in order to enable him to purchase a motor car for official duties.—(a) Considered ; (b) The recommendation of the Financial Assistant that the advance be granted on condition that the sum be repaid in 12 monthly instalments with interest at 5 per cent. on the monthly balance outstanding from time to time.—(b) Recommended.

(24) With regard to the question of the lease of the straw shed at the cattle mart at Dematagoda to recommends (a) That the resolution of Council of October 3, 1923, sanctioning the lease at Rs. 10 per mensem, be rescinded ; (b) That the lease be sanctioned to M. M. Mastan, the highest bidder, at Rs. 45 per mensem.—Recommended (a) and (b).

(25) To consider : (a) An application from Mr. C. H. Kilmister for an advance of Rs. 1,500 on the usual terms as he borrowed money in England to purchase a car for official duties.—(a) Considered ; (b) The recommendation of the Financial Assistant that the advance be granted on condition that it be repaid in 12 monthly instalments with 5 per cent. interest on the monthly balance outstanding from time to time.—(b) Recommended.

#### Resolution.

Resolved that the above recommendations of the Standing Committee be adopted.

#### List of Properties vested in the Council to be reconveyed, as per Reports of the Council's Lawyers, Messrs. Julius & Creasy.

(1) To recommend reconveyance of premises No. 820/32 (1-7), Armour street, vested in Council to Don Albert Kekulawala, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 1,138.38, has been paid up to and including the 4th quarter, 1923.)

(2) To recommend reconveyance of premises No. 2048/13A, Maradana, vested in Council to Jeynambu Natchia, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 628.81, has been paid up to and including the 3rd quarter, 1923.)

(3) To recommend reconveyance of premises No. 2826/67-68, 3rd Division, Maradana, vested in Council to Neemath Umma, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 1,169.17, has been paid up to and including the 4th quarter, 1923.)

(4) To recommend reconveyance of premises No. 723/40A, Kochchikade, vested in Council to Kaduruaratchige Johannes Perera, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 1,054.84, has been paid up to and including the 4th quarter, 1923.)

#### Resolution.

The Chairman moved that the above properties, vested in the Council, be reconveyed as per reports of the Council's Lawyer's, Messrs. Julius & Creasy. Mr. C. P. Dias seconded.—Carried.

The Chairman moved that the Council do resume. Mr. C. P. Dias seconded.—Carried.

The Chairman formally moved in Council, that the resolutions of Council in Committee, and the recommendations of the various Committees, and the reports of the Council's Lawyer's Messrs. Julius & Creasy, with regard to the reconveyance of properties vested in the Council, subject to any amendments of such recommendations by the Council in Committee, be adopted, as amended. Mr. C. P. Dias seconded.—Carried.

10. The following documents were laid on the table :—

(1) The City Analyst's report on town water for January, 1924, and the Municipal Bacterologist's report on town water for January, 1924.

- (2) The progress report No. 155 of the Acting City Sanitation Engineer for January, 1924.  
 (3) The report of the Municipal Bacteriologist of work done during December, 1924.  
 (4) Statements of receipts and disbursements from January 1, to December 31, 1923, and progress reports showing expenditure for December, 1923.  
 (5) Weekly statements *re* plague.  
 (6) Attendance return of Committees of the Municipal Council for 1924.  
 (7) C. L. I. Band programme for February, 1924.  
 (8) Return of average daily supply and consumption of water for December, 1923.  
 (9) The Works Engineer's report for December, 1923, on the condition of tramway routes.  
 (10) Diaries of the following officers for the month of January, 1924 :—

The Works Engineer and his Assistants, the Waterworks Engineer and his Assistants, the Acting Medical Officer of Health and his Assistants, the Prosecuting Inspectors, the Acting City Sanitation Engineer, the Financial Assistant to the Chairman and the Officers of his Department, the Veterinary Surgeon and his Officers, and the City Analyst.

T. REID,

Chairman, Municipal Council, and Mayor of Colombo.

Confirmed on March 12, 1924 :

T. REID,

Chairman, Municipal Council, and Mayor of Colombo.

#### Summary of Revenue and Expenditure from January 1 to 31, 1924.

HEAD OF REVENUE.	Estimated Revenue for 1924, as per Budget.		Revenue from January 1 to 31, 1924.		HEAD OF EXPENDITURE.	Estimated Expenditure for 1924, as per Budget.		Expenditure from January 1 to 31, 1924.	
	P.	c.	Rs.	c.		Rs.	c.	Rs.	c.
A.—Taxes ..	135,250	0	50,872	25	A.—Non-effective charges ..	920,960	0	9,195	15
B.—Licenses ..	206,300	0	38,508	50	B.—Chairman ..	27,600	0	2,300	0
C.—Judicial fines ..	60,000	0	5,055	86	C.—Secretariat ..	95,925	0	12,781	86
D.—Tolls ..	142,000	0	1,075	25	D.—Finance Department ..	271,010	0	31,742	21
E.—Markets ..	127,250	0	12,349	95	E.—Veterinary Department ..	130,080	0	4,980	82
F.—Slaughter-houses ..	53,000	0	5,425	51	F.—Municipal Court ..	23,197	0	1,663	46
G.—Conservancy ..	11,100	0	932	0	G.—Fire Brigade and Ambulances ..	67,753	0	6,021	68
H.—Cattle Mart and Quarantine Station ..	48,450	0	6,211	95	H.—Public Health Department ..	429,556	0	24,108	41
I.—Consolidated rate ..	2,850,000	0	420,509	48	I.—Works Department ..	1,933,070	0	138,062	15
K.—Water ..	686,000	0	44,829	63	K.—Waterworks Department ..	620,044	0	22,202	30
L.—Rents ..	61,000	0	8,544	45	L.—Assessing Department ..	78,635	0	5,602	72
M.—Miscellaneous ..	521,000	0	19,747	91	M.—Sanitation Department ..	519,661	0	31,213	52
Total ..	4,901,350	0	614,062	74				289,872	30
					Excess of revenue over expenditure carried to balance sheet ..			324,190	44
					Total ..	5,118,219	0	614,062	74

The Town Hall,  
Colombo, February 27, 1924.

G. H. N. SAUNDERS,  
Financial Assistant to the Chairman,  
Municipal Council, Colombo.

#### Statement of Receipts and Payments on Current Capital Works.

HEAD OF RECEIPT.	Receipts to December 31, 1922.		Receipts to January 31, 1924.		Total	
	Rs.	c.	Rs.	c.	Rs.	c.
1. Colombo Drainage Works :—						
(a) Loan funds ..	11,072,980	0	—	—	11,072,980	0
(b) Grant in aid ..	7,100,000	0	—	—	7,100,000	0
(c) Revenue contributions ..	112,472	64	—	—	112,472	64
2. Amount received on realization of sinking funds and interest thereon*	1,969,600	64	—	—	1,969,600	64
Total ..	20,255,103	28	—	—	20,255,103	28

\* From this amount will be met : (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant in aid and revenue contributions ; (2) raising of Labugama reservoir dam ; (3) construction of Town Hall at Victoria Park.