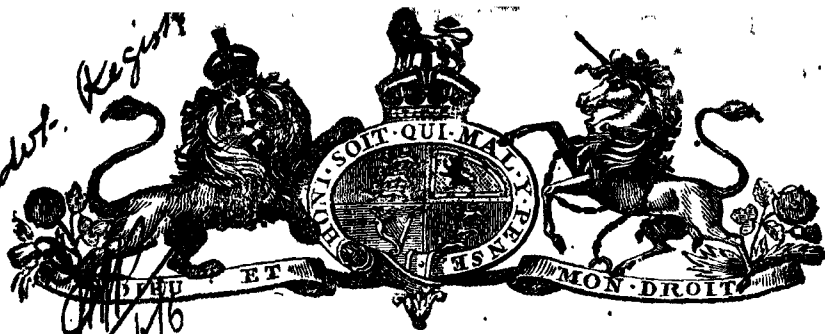


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Part I. — General.

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NEW LAW REPORTS.—Part X. of Vol. XXVI. will be issued on the 30th instant.

PROCLAMATIONS.

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

PROCLAMATION.

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

CECIL CLEMENTI.

KNOW Ye that We, the Officer Administering the Government of Ceylon, by virtue of the powers in Us vested by section 55 of "The Courts Ordinance, No. 1 of 1889," have been pleased to appoint that the District Court, Kalutara, shall be holden at the Town Hall, Kalutara, from June 1, 1925, until such time as the ordinary Court-house ceases to be used by the Supreme Court.

Given at Colombo, in the said Island of Ceylon, this Twenty-ninth day of May, in the year of our Lord One thousand Nine hundred and Twenty-five.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

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

PROCLAMATION.

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

CECIL CLEMENTI.

WHEREAS by the 5th section of "The Prisons Ordinance, No. 16 of 1877," as amended by section 4 of Ordinance No. 24 of 1890, it is enacted that it shall be lawful for the Governor, with the advice of the Executive Council, to establish any prison for this Island or for any part thereof:

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

Now know Ye that We, the Officer Administering the Government of Ceylon, with the advice of the Executive Council, in exercise of the powers vested in Us aforesaid, do by this Our Proclamation establish nine lock-ups at the Kalutara Police Station as a prison at Kalutara aforesaid for the reception of prisoners of every description committed or remanded under the authority of the several courts of the Island for the period of the Kalutara Sessions of the Supreme Court of the Island of Ceylon, which begin on Monday, June 1, 1925.

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

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

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

PROCLAMATION.

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

CECIL CLEMENTI.

KNOW Ye that We, the Officer Administering the Government of Ceylon, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village community of Kudawewa, Kolimaduwa, Puruduwella, Pahala Walahapitiya, Ihala Walahapitiya, Medagoda, Hewana, Watugahamulla, Panangoda, Yatakalana, Muttibendiwela, Bairappuwa, Ihala and Pahala Talgasagara, in Yatakalana pattuwa of the Pitigal korale south of the Chilaw District, in the North-Western Province.

Given at Colombo, in the said Island of Ceylon, this Twenty-first day of May, in the year of our Lord One thousand Nine hundred and Twenty-five.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Part 1.—Preliminary plan 5,261.

Lot 5 called Galwalamukalana, containing in extent 15 acres 1 rood and 26 perches, situated in Hewana village, in Yatakalana pattuwa of Pitigal korale south of the Chilaw District, in the North-Western Province; and bounded as follows: on the north by lot 1 in preliminary plan 5,261, on the east by lot 6 in preliminary plan 5,261, on the south by title plans 324,117 and 158,037, on the west by lot 4 in preliminary plan 5,261, title plan 158,036, Kajugahawatta claimed by H. M. Nilame Appuhamy, lots 3 and 1 in preliminary plan 5,261.

Part 2.—Preliminary plan 5,261.

Lot 9 called Hewanamukalana, containing in extent 45 acres 3 roods and 7 perches, situated in Hewana village, in Yatakalana pattuwa of Pitigal korale south of the Chilaw District, in the North-Western Province; bounded as follows: on the north by Etambagahawatta claimed by H. Telenis (title plan 158,038), title plan 158,357 claimed by Andare Appu, Kongahawatta claimed by K. Alusandri Fernando (title plan 158,039), lot 8 in preliminary plan 5,261, land claimed on title plan 324,114, lot 7 in preliminary plan 5,261, on the east by lot 6 in preliminary plan 5,261, on the south by lot 10 in preliminary plan 5,261, Kongahawatta claimed by H. Telenis Appu (title plan 158,040), on the west by Veli-ela.

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

PROCLAMATION.

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

CECIL CLEMENTI.

KNOW Ye that We, the Officer Administering the Government of Ceylon, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village community of Galmuruwa, Dummalasuriya, Kachchakaduwa, and Kudi-irippuwa, in Yagam pattu of Pitigal korale north, in the District of Chilaw, North-Western Province.

Given at Colombo, in the said Island of Ceylon, this Twenty-first day of May, in the year of our Lord One thousand Nine hundred and Twenty-five.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Lots 2, 5, 7, and 9 in preliminary plan 5,285, called Weralukele, containing in extent 63 acres 3 roods and 39 perches (exclusive of the roads and lots 3, 4, 6, and 8 in preliminary plan 5,285), situated in the village Kachchakaduwa, in Yagam pattu of Pitigal korale north, in the District of Chilaw of the North-Western Province; and bounded as follows: on the north by a water-course and T. P. 137,264, on the east by Kahatagahakumburepillewa and Gallawagaredeniya claimed by H. M. G. Appuhami, Gallawagarekele claimed by the Crown, lot 1 in preliminary plan 4,927, lots 1 and 10 in preliminary plan 5,285, on the south by the village limit of Kudi-irippuwa, on the west by the land claimed on T. P. 207,851, the village limit of Kudi-irippuwa, T. P. 207,850, land claimed on T. P. 208,350, and a water-course.

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

PROCLAMATION.

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

CECIL CLEMENTI.

KNOW Ye that We, the Officer Administering the Government of Ceylon, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village community of Kudawila, Singakkuliya, Yogyiana, Dikwela, Kaluachchimulla, Etiyawela, Mettikotuwa, and Morukkuliya, in Otara palata south of the Pitigal korale south of the Chilaw District, in the North-Western Province.

Given at Colombo, in the said Island of Ceylon, this Twenty-first day of May, in the year of our Lord One thousand Nine hundred and Twenty-five.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Korakahawa, situated in the village of Singakkuliya, in Otara palata south of the Pitigal korale south of the Chilaw District, in the North-Western Province, containing in extent 21 acres 1 road and 11 perches, and shown as lot 1 in preliminary plan 5,283; and bounded as follows: on the north by Boonwalekumbura claimed by Baba Sinno, Dawatagahakumbura claimed by Andris, on the east by Delgahawatta claimed by Peris Singhappu, T. P. 117,157, on the south by Korakahawa (a reservation belonging to the Crown), Wewagawagodella *alias* Damugahahena *alias* Korakahawa claimed by the Crown, on the west by Galvane-ela (dry) village limit of Wehade Singakkuliyewewa, Boonwalekumbura claimed by Baba Sinno.

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

PROCLAMATION.

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

CECIL CLEMENTI.

WHEREAS by a Proclamation bearing date January 12, 1893, and appearing in the *Government Gazette* of January 13, 1893, a tract of forest land as set forth in the schedule to the said Proclamation and within the limits therein specified and set forth was under the provisions of section 34 of "The Forest Ordinance, 1885," constituted a village forest, subject to certain rights :

And whereas it appears to Us expedient that the said land so reserved as aforesaid should cease to be reserved :

Now know Ye that We, the Officer Administering the Government, in exercise of the powers in Us vested by section 14 of Ordinance No. 16 of 1907, do hereby direct that the said land specified and set forth in the schedule hereto shall cease to be reserved as from and after the date hereof.

Given at Colombo, in the said Island of Ceylon, this Twenty-fifth day of May, in the year of our Lord One thousand Nine hundred and Twenty-five.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The following lots situated in the village of Lewala, in the Uduwa palata of the Lower Bulatgama, in the Kegalla District of the Province of Sabaragamuwa, which form lot 6039 in preliminary plan 258 and a part of lot 6027 in the same plan :—

Lot.	Name of Land.	Preliminary plan 3,424.		Extent.	
		A.	R.	A.	P.
1 ..	Sottiyapaluwehena ..	..	..	0	1 0
2 ..	Do. ..	..	..	1	2 20
3 ..	Kottagahapitiywatta ..	..	..	0	0 16
				1	3 36

Boundaries of lot 1 in preliminary plan 3,424.

Bounded on the north by Ritigaha-oya, east by Mala-ela, south by lot 2 in preliminary plan 3,424, and west by lot 3 in preliminary plan 3,424 and Kottagahapitiywatta claimed by R. S. Perera.

Boundaries of lot 2 in preliminary plan 3,424.

Bounded on the north by lot 1 in preliminary plan 3,424, east by Mala-ela, south by Mala-ela and lot 6027 in preliminary plan 258, and west by lot 6027 in preliminary plan 258 and lot 3 in preliminary plan 3,424.

Boundaries of lot 3 in preliminary plan 3,424.

Bounded on the north by Kottagahapitiywatta claimed by R. S. Perera, east by lots 1 and 2 in preliminary plan 3,424, south by lot 6027 in preliminary plan 258, and west by lot 6027 in preliminary plan 258 and Kottagahapitiywatta claimed by R. S. Perera.

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

PROCLAMATION.

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

CECIL CLEMENTI.

KNOW Ye that We, the Officer Administering the Government of Ceylon, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village community of Narawila, Kachchirawa, Yakdessawa, Kuddetiya, Meegahawela, and Koswatta, in Meda palata of the Pitigal korale south of the Chilaw District, in the North-Western Province.

Given at Colombo, in the said Island of Ceylon, this Twenty-fifth day of May, in the year of our Lord One thousand Nine hundred and Twenty-five.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Part I.—Preliminary plan 5,297.—Narawila.

Lot.	Name of Land.	Extent.	
		A.	R. P.
2 ..	Kakuhena	20	3 39

and bounded as follows: on the north by the Gansabhawa road from Dunkannawa to Kongaswadiya; on the east by T. P. 140,496, lot 1 in preliminary plan 5,297, T. P. 140,472; on the south by lot 3 in preliminary plan 5,297, the village limit of Yakdessawa, T. P. 114,425; on the west by lots 12, 9, 8, 7, 5, and 4 in preliminary plan 5,002.

Part II.—Preliminary plan 5,297.—Yakdessawa.

Lot.	Name of Land.	Extent.	
		A.	R. P.
6 ..	Kakuhena	14	1 30

and bounded as follows: on the north by the village limit of Narawila, lot 4 in preliminary plan 5,297; on the east by lot 5 in preliminary plan 5,297, T. Ps. 140,488 and 140,490, lot 7 in preliminary plan 5,297; on the south by the cart track from Kuddetiya to an estate bungalow; on the west by the village limit of Narawila.

APPOINTMENTS, &c.

No. 229 of 1925.

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

Captain J. G. FRASER, O.B.E., R.N., Master Attendant, to be, in addition to his own duties, Examiner for the purpose of examining the qualifications of Tindals under section 3 of Ordinance No. 11 of 1907, and Examiner of Masters and Mates of Coastwise and Foreign-going Ships under section 10 of Ordinance No. 7 of 1863.

Mr. SOLOMON FERNANDO to act as Commissioner of Requests and Police Magistrate, Panadure, during the absence of Mr. R. ALUWIHARE, from May 25 to 27, 1925, inclusive, or until the resumption of duties by that officer.

Mr. SOLOMON FERNANDO to act as Additional Police Magistrate, Panadure, on June 1, 1925.

Dr. WALTER S. J. PEIRIS, J.P., to be an Unofficial Police Magistrate for the judicial division of Panadure.

Mr. H. W. MALCOMSON to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Gampola during the absence of Mr. W. R. SCOTT from the Island.

Mr. A. D. MORLEY to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Badulla-Haldummulla during the absence of Mr. F. R. BISSET from the Island.

Mr. R. C. BOUSTEAD to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Dumbara during the absence of Mr. C. B. CLAY from the Island.

The Hon. R. H. TREFUSIS to be an Unofficial Visitor to the Lunatic Asylum.

Messrs. H. W. VICKERS and A. DYSON ROOKE to be Visitors to the Matale Hospital.

By His Excellency's command,

Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 25, 1925. Acting Colonial Secretary.

No. 230 of 1925.

IT is hereby notified that **HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT OF CEYLON** has appointed the Hon. Mr. M. T. AKBAR to be a Trustee of "The Ceylon Scholarship Trust."

By His Excellency's command,

Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 28, 1925. Acting Colonial Secretary.

No. 231 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments, with effect from June 1, 1925, until such time as the Supreme Court Sessions at Kalutara, terminates:—

Mr. H. A. BURDEN, Assistant Government Agent, Kalutara, to be, in addition to his own duties, Superintendent of the Prison at Kalutara.

Mr. J. E. BENNETT, Superintendent of Police, Kalutara, to be, in addition to his own duties, Assistant Superintendent of the Prison at Kalutara.

By His Excellency's command,

Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 29, 1925. Acting Colonial Secretary.

No. 232 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to reappoint the under-mentioned gentlemen to be Unofficial Members of the Colombo Port Commission for a further period of three years from the dates noted against their names:—

The Hon. Mr. E. J. HAYWARD, C.B.E., V.D.—July 19, 1925.

Mr. W. Y. FLEMING—July 1, 1925.

By His Excellency's command,

Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 27, 1925. Acting Colonial Secretary.

No. 233 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. A. L. DASSENAIKE, Muhandiram, to be an Inquirer for Siyane korale east in place of Mr. E. T. B. SENANAYAKE, transferred.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 26, 1925. Acting Colonial Secretary.

No. 234 of 1925.

IT is notified for information that **HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT** has been pleased to accept the resignation by Lieutenant and Quartermaster JOHN WOOLLEY HYDE of his Commission in the Ceylon Mounted Rifles, with effect from May 14, 1925.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 25, 1925. Acting Colonial Secretary.

No. 235 of 1925.

IT is notified for information that **HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT** has been pleased to accept the resignation by Captain WALTER ERNEST WAIT of his Commission in the Ceylon Planters' Rifle Corps Reserve, with effect from May 14, 1925.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 21, 1925. Acting Colonial Secretary.

No. 236 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Captain FRANK GUNESKERA to act as Adjutant of the Ceylon Medical Corps, *vice* Major J. F. GRANT, M.B., O.B.E., Royal Army Medical Corps, resigned, with effect from April 1, 1925, inclusive.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 27, 1925. Acting Colonial Secretary.

No. 237 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following promotion in the Colombo Town Guard to complete establishment:—

To be Major.

Captain WILLIAM EDWARD VANDERSMAGT DE ROOY.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 22, 1925. Acting Colonial Secretary.

No. 238 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. TRUTAND HECTOR GOONERATNE, of "Seaford," Dehiwala, 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, E. B. ALEXANDER,
Colombo, May 26, 1925. Acting Colonial Secretary.

No. 239 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. DON GABRIEL FRANCIS WALTER, of Paiyagala, to be a Notary Public throughout the judicial division of Kalutara, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 21, 1925. Acting Colonial Secretary.

No. 240 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. IRUMARAVUNTUYYA RASANAYAGAM SABANAYAGAM, of Matale, to be a Notary Public throughout the judicial division of Matale, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 26, 1925. Acting Colonial Secretary.

No. 241 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. KILAMENTI ROSIEN ALSON DE SILVA, of "Silvermere," Magalla, Galle, to be a Notary Public throughout the judicial division of Galle, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 26, 1925. Acting Colonial Secretary.

No. 242 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. JAMES HERBERT FERNANDO, of "Paliwadana Walawwa," Kegalla, to be a Notary Public throughout the judicial division of Kegalla, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 21, 1925. Acting Colonial Secretary.

No. 243 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. SIMON CHARLES PERERA WIJEWARDANE JAYATILLEKA, of Kehelbaddara in Negombo District, to be a Notary Public throughout Rayigam korale of Kalutara District, with residence and office at Mahayala and an additional office at Panagoda, and to practise as such in the Sinhalese language.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 22, 1925. Acting Colonial Secretary.

No. 244 of 1925.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. DON JAMES AMERASEKERA JAYAWARDANE, of Mahayala in Kalutara District, to be a Notary Public throughout Negombo town and Dasiya pattu of Negombo District, with residence and office at Kehelbaddara and an additional office at Kotugoda, and to practise as such in the Sinhalese language.

By His Excellency's command,
Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 22, 1925. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. SNELL ASEERVATHAM SUPRAMANIAM to be an Additional Registrar of Lands of the Colombo District, with effect from May 21, 1925, *vice* Mr. C. SARAVANAMUTTU, transferred.

Mr. DON CHARLES JAYAMANNE to be an Additional Registrar of Lands of the Kandy District, with effect from May 22, 1925, *vice* Mr. M. C. FERNANDO, transferred.

By His Excellency's command,

Colonial Secretary's Office, E. B. ALEXANDER,
Colombo, May 22, 1925. Acting Colonial Secretary.

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

Mr. B. VRASPILLAI to act as Registrar of Lands, Mannar, for five days from May 15, 1925, during the absence of the Registrar, Mr. S. VRASPILLAI, on leave.

Mr. L. B. WERELLAGAMA to act as Registrar of Lands, Kegalla, for seven days from May 27, 1925, during the absence of the Registrar, Mr. T. DE VAS GOONEWARDANE, on leave.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, May 23, 1925. Registrar-General.

IT is hereby notified that I have appointed Dr. MARCELLIN PERERA, L.R.C.P. & S. (Edinburgh) and L.R.F.P. & S. (Glasgow), as Registrar of Births and Deaths of Moratuwa town division, in the Colombo District of the Western Province, with effect from May 16, 1925, *vice* Dr. SAMUEL GARDNER JACKSON, transferred. His office will be at No. 81, Charles place, Moratuwa.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, May 13, 1925. Registrar-General.

IT is hereby notified that I have appointed NICHOLAS RASAPUTTARAM (provisionally) as Registrar of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, with effect from June 1, 1925. His office will be at Bisopattiwegehenewatta in Yatiyana.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, May 21, 1925. Registrar-General.

IT is hereby notified that I have appointed KUMARADASA ABEYSIRIWARDENA (provisionally) as Registrar of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, with effect from June 1, 1925, *vice* GEORGE ABESUNDERE, resigned. His office will be at Giruwamullegededarawatta in Puhulwella.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, May 21, 1925. Registrar-General.

IT is hereby notified that I have appointed MUHAIYADEEN KAPPUDAYAR MOHAMED CASSIM (provisionally) as Registrar of Births and Deaths of Mannar Island No. 1 division, in the Mannar District of the Northern Province, with effect from June 2, 1925, *vice* PICHCHAIRUKUDY MAPPILLAIMARAIKAYER, resigned. His office will be at the Registrarvalavu in Kosukuvadi.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, May 25, 1925. Registrar-General.

IT is hereby notified that I have appointed DAVID GALAGAMAGE DEUNUWARA to act as Deputy Medical Registrar of Births and Deaths of Puttalam town division, in the Puttalam District of the North-Western Province,

for seven days, with effect from May 18, 1925, *vice* BOFITIYAGE WILSON SIKURAJAPATHI, transferred. His office will be at the Civil Hospital, Puttalam.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, May 18, 1925. Registrar-General.

IT is hereby notified that I have appointed JAMES SINNO DASSANAYAKA (provisionally) as Registrar of Births and Deaths of Yatakalan pattu north division, and of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, with effect from June 1, 1925, *vice* RANDENI KORALLAGE JAMES RANDENI, discontinued. His office will be at Puruduwellla.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, May 26, 1925. Registrar-General.

IT is hereby notified that I have appointed SENEVI-RATNA GOBARA MUDIYANSELAGE THEWAHAMY 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 from June 1, 1925, *vice* Registrar, S. G. M. MUDALIHAMY, on leave. His office will be at Korasagalla.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, May 21, 1925. Registrar-General.

IT is hereby notified that I have appointed IMIHAMILAGE PODIAPPUHAMI to act as Registrar of Births and Deaths of Kiriella division, and of Marriages (Kandyan and General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for fifteen days, with effect from June 4, 1925, *vice* Registrar, MALAVIARACHCHILLAYE HARAMANIS APPUHAMI, on leave. His office will be at Nindahena in Epitawala.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, May 20, 1925. Registrar-General.

IT is hereby notified that I have confirmed WAYADENAGEDERA ADIKARI MUDIYANSELAGE MUTU BANDA in his appointment as Registrar of Births and Deaths of Medagam pattu division, and of Marriages (Kandyan and General) of Wellassa division, in the Badulla District of the Province of Uva.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, May 20, 1925. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed LIYANAGE CLEMENT DE SILVA to act as Registrar of Births and Deaths of Otara west division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, on May 26, 1925, during the absence of the Registrar, HENRY RICHARD DE SILVA, on leave. His office will be at Kurunduwatta in Daluweekotuwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed WANNIARACHCHIGE DON DAVID FONSEKA to act as Registrar of Births and Deaths of Horana division, and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, for fifteen days from June 4, 1925, during the absence of the Registrar, DON HARMANIS GUNASEKERA, on leave. His office will be at Kadawattekurunduwatta in Munagama.

The Additional Assistant Provincial Registrar, Kalutara, has appointed BELLANAWITANAGE DON DIYONIS JAYAWARDANE to act as Registrar of Births and Deaths of

Bellana division, and of Marriages (General) of Maha pattu north division, in the Kalutara District of the Western Province, for eight days from June 5, 1925, during the absence of the Registrar, GANEGE DON CHARLES, on leave. His office will be at Galgodayawatta in Bellana.

The Provincial Registrar, Central Province, has appointed RATNAYAKAMUDIYANSELAGE PUNCHIBANDA to act as Registrar of Births and Deaths and of Marriages (General) of Uda Hewaheta No. 3 division, in the Kandy District of the Central Province, for ten days from June 4, 1925, during the absence of the Registrar, JAYASEKERAMUDIYANSELAGE DINGIRI BANDA, on leave. His office will be at Galgoda-kelepatana in Daraoya.

The Assistant Provincial Registrar, Kandy, has appointed WEERASURIYA WIJESUNDARA RAJAPAKSA WASALA MUDIYANSELAGE RAN BANDA to act as Registrar of Births and Deaths, and of Marriages (General) of Pata Hewaheta No. 1 division, in the Kandy District of the Central Province, for five days from June 5, 1925, during the absence of the Registrar, WEERASURIYA WIJESUNDARA RAJAPAKSA WASALAMUDIYANSELAGE KALU BANDA, on leave. His office will be at Meegammanawatta in Hippola.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed UDAWATTEGE DON JOHN PERERA to act as Registrar of Births and Deaths of Kohoka korale division, and of Marriages (General) of Uda Hewaheta division, in the Nuwara Eliya District of the Central Province, for thirty days from June 1, 1925, during the absence of the Registrar, NAMBIKALU ARACHCHIGE GUNASEKERA, on leave. His office will be at Udaphillegedera in Makuruppe.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed EKANAYAKA MUDIYANSELAGE UKKUBANDA to act as Registrar of Births and Deaths of Udapone korale division, and of Marriages (General) of Kotmale (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for nine days from June 3, 1925, during the absence of the Registrar, HEBATMUDIYANSELAGE PUNCHIRALA DHARMAWARDENA *alias* P. HERATH, on leave. His office will be at Keenagahagederawatta in Niyangandora.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed DAHANEGGEDERA MUDIYANSE to act as Registrar of Births and Deaths of Ramboda korale division, and of Marriages (General) of Kotmale (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for fourteen days from June 3, 1925, during the absence of the Registrar, SATTAMBIGEDERA PUNCHIRALA, on leave. His office will be at Dahanek-gederawatta in Rambodagama.

The Additional Assistant Provincial Registrar, Galle, has appointed ISAAC CHARLES DIAS GURUSINHA to act as Registrar of Births and Deaths of Weragoda division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on May 19, 1925, during the absence of the Registrar, HIKKADUWA VIDANARALLAGE DON ARTHUR ABAYARATNE WICKRAMASINHA, on leave. His offices will be at Pingahawatta in Godagama and Achariaramba *alias* Kumarungewatta in Alutwala.

The Provincial Registrar, Galle, has appointed GONAGALAWITANAGE LIYANSINGHO to act as Registrar of Births and Deaths of Induruwa division, and of Marriages (General) of Bentota-Walalawiti korale division in the Galle District of the Southern Province, for thirty days from May 20, 1925, during the absence of the Registrar, DON DAVITH ABEYWARDENA, on leave. His office will be at Ratgalgodawatta at Gonagala.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ARNOLIS ABEYGUNAWARDENA to act as Registrar of Births and Deaths of Dellawa division, and of Marriages (General) of Hiniduma pattu division, in the Galle District of the Southern Province, for eight days from May 23, 1925, during the absence of the Registrar, PEIRIS ABEYGUNAWARDENA, on leave. His office will be at Ihinawalagodellewatta in Andolagama.

The Additional Assistant Provincial Registrar, Galle, has appointed JEDIN PERERA WICKRAMARATNE to act as Registrar of Births and Deaths of Kosgoda division, and of Marriages (General) of Bentota-Walalawiti korale division, in the Galle District of the Southern Province, on May 26,

1925, during the absence of the Registrar, AGAMPODI ASANERIS DE ZOYSA JAYATILAKA, on leave. His office will be at Galeliyadda in Nape.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ANDRAYAS RUBASINHA GUNAWARDENA to act as Registrar of Births and Deaths of Neluwa division, and of Marriages (General) of Hiniduma pattu division, in the Galle District of the Southern Province, for fourteen days from June 3, 1925, during the absence of the Registrar, DON JAMES RUBASINHA GUNAWARDENA, on leave. His office will be at Okandewatta at Batuwangala.

The Additional Assistant Provincial Registrar, Matara, has appointed DON SAMEL PERERA WIJAYADORU to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for three days from May 20, 1925, during the absence of the Registrar, PETER PERERA MHIINDUKULASEKERA WIJEDORU, on leave. His office will be at Kalegewatta in Gandara.

The Additional Assistant Provincial Registrar, Matara, has appointed JAYASUNDERA ARACHCHIGE DON ANDRAYAS to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for fourteen days from May 28, 1925, during the absence of the Registrar, DON SAMEL SEDARA SENARAT, on leave. His office will be at Gorakawatta in Kebaliyapola.

The Additional Assistant Provincial Registrar, Matara, has appointed PILANELOKUGE DON HENDRICK to act as Registrar of Births and Deaths of Morawaka division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for fifteen days from June 1, 1925, during the absence of the Registrar, MAHAGAMAGE DON LEWIS, on leave. His office will be at Wellewatta in Waralla.

The Additional Assistant Provincial Registrar, Matara, has appointed DAYANOLIS WILLIAM SEPALA RATNAYAKA 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 four days from June 27, 1925, during the absence of the Registrar, ROBERT WILLIAM SEPALA RATNAYAKA, on leave. His office will be at Walawewatta in Bengamuwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON CAROLIS WICKRAMARATNE KURUPPU NANAYAKKARA to act as Registrar of Births and Deaths of Walasmulla Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District, of the Southern Province, for sixteen days from May 16, 1925, during the absence of the Registrar, DON CHARLIS GUNASEKERA WELLAPPULI, resigned. His office will be at Pahalawatta in Walasmulla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON HENDRICK AMARASINGHE to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for six days from May 18, 1925, during the absence of the Registrar, ANDRAYAS DE SILVA WICKRAMANAYAKA, on leave. His office will be at Inginiyangahawatta in Puchiakurugoda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed JOHN WILFRED JUSTIN GUNASEKERA to act as Registrar of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from May 21, 1925, during the absence of the Registrar, DON JAMES JAYASUNDARA, on leave. His office will be at Land Registry, Tangalla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS NIKULAS RAJAPAKSA to act as Registrar of Births and Deaths of Marakada Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for thirty days from May 25, 1925, during the absence of the Registrar, DON DIONIS RAJAPAKSA, on leave. His office will be at Godawanewatta in Buddiyagama.

The Assistant Provincial Registrar, Mannar, has appointed MUHAIYADEEN KAPPUDAYAR MOHAMED CASSIM to act as Registrar of Births and Deaths of Mannar Island No. 1 division, in the Mannar District of the Northern

Province, for fifteen days from May 18, 1925, *vice* the Registrar, PICHCHAIKKUDDY MAPPILLAIMARAKAYER, resigned. His office will be at the Registrarvalavu in Kosukuvadi.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed AMARAKOON MUDIANSSELAGE KIRI MUDIANSSE to act as Registrar of Births and Deaths of Meddeketiya korale division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for two days from May 22, 1925, during the absence of the Registrar, SAMARASEKERA NAWARATNE ILLANKOON WASALA MUDIANSSELAGE KIRI HAMY ILLANKOON, on leave. His office will be at Molligoda.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed RATNAMALALABANDARALAGE PUNCHI BANDA WANNINAYAKE to act as Registrar of Births and Deaths of Katuwana korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for six days from May 25, 1925, during the absence of the Registrar, DINGIRI BANDA BALALLA, on leave. His office will be at Balalla.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed DOMINGO FERNANDO ANTHONY PULLE to act as Registrar of Births and Deaths of Otarapalata division, and of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, for seven days from June 4, 1925, during the absence of the Registrar, SIRIWARDENA MUDIYANSELAGE BANDAPPUHAMY, on leave. His office will be at Kirimetiya, and additional office at Dankotuwa.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed CHARLES SENANAYAKA to act as Registrar of Births and Deaths of Yatakalan pattu south division, and of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, for twelve days from June 5, 1925, during the absence of the Registrar, BEMPE SAMPSON MARASINHA, on leave. His office will be at Ithalawalahapitiya.

The Assistant Provincial Registrar, Badulla, has appointed RANHOTI BANDARALAGE KIRI BANDAR to act as Registrar of Births and Deaths of Nilgala division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for fifteen days from June 1, 1925, during the absence of the Registrar, RANHOTI BANDARALAGE UKKU BANDAR, on leave. His office will be at Udawela Alutgederawatta in Karandugala, with additional offices at Pailegama and Mullegama on 7th and 10th, and 8th and 9th, respectively.

The Assistant Provincial Registrar, Badulla, has appointed MUTU BANDA DISSANAYAKA to act as Registrar of Births and Deaths of Passara division, and of Marriages (General) of Yatikinda division, in the Badulla District of the Province of Uva, for fifteen days from June 1, 1925, during the absence of the Registrar, HELAWALAUWE DISSANAYAKA-MUDIYANSELAGE PUNCHI BANDA, on leave. His office will be at Ulpenarawegama in Kanahelawasama, with an additional office at Passara town on the 9th and 10th.

The Assistant Provincial Registrar, Badulla, has appointed CONRAD VALENTINE GUNASEKERA to act as Registrar of Marriages (General) of Yatikinda division, in the Badulla District of the Province of Uva, for ten days from June 25, 1925, during the absence of the Registrar, PUNCHI BANDA MUDANAYAKA, on other duty. His office will be at the Badulla Kachcheri.

Registrar-General's Office,
Colombo, May 26, 1925.

A. W. SEYMOUR,
Registrar-General.

IT is hereby notified that HERATMUDIYANSELAGE TIKIRI BANDA, Registrar of Births and Deaths and of Marriages (General and Kandyan) of Pata Dumbara No. 5 division, in the Kandy District of the Central Province, will, with effect from June 1, 1925, hold his additional office at Asweddumewattegedara in Rambukwella, instead of at Korawiwatta in Rambukwella as notified in the *Government Gazette* No. 6,452 of July 14, 1911.

Registrar-General's Office,
Colombo, May 21, 1925.

A. W. SEYMOUR,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

HIS Excellency the Officer Administering the Government has been pleased, in terms of the regulations published in the *Gazette* of November 23, 1923, to grant the Colonial Auxiliary Forces Long Service Medal to Lieutenant-Colonel Harry French of the Colombo Town Guard (Reserve).

Colonial Secretary's Office,
Colombo, May 22, 1925.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

HIS Excellency the Officer Administering the Government has been pleased, in terms of the regulations published in the *Gazette* of November 23, 1923, to grant the Colonial Auxiliary Forces Long Service Medal to Rifleman Adrian Le Patocuel Jones of the Ceylon Planters' Rifle Corps.

Colonial Secretary's Office,
Colombo, May 22, 1925.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

IT is hereby notified that the under-mentioned officers have duly passed the second examination prescribed under the regulations dated January 11, 1924:—

Name.	Marks.			
	Law. Per Cent.	Accounts. Per Cent.	Sinhalese. Per Cent.	Tamil. Per Cent.
Mr. P. O. Fernando ..	61	75	41	53
Mr. N. W. Morgappah ..	52	75	73	74

Colonial Secretary's Office,
Colombo, May 22, 1925.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

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

BY-LAW made by the Officer Administering the Government, with the advice of the Executive Council, under section 18 (2) (j) of "The Vehicles Ordinance, No. 4 of 1916," for the Colombo District.

Colonial Secretary's Office,
Colombo, May 25, 1925.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

BY-LAW REFERRED TO.

Motor omnibuses and lorries are prohibited, except with the written permission of the Chairman of the District Road Committee, Colombo, from using the Welikada-Kohilawatta road.

"THE GAME PROTECTION ORDINANCE, 1909."

RULE made by the Ceylon Fishing Club, under section 16 (2) of "The Game Protection Ordinance, 1909," and approved by His Excellency the Officer Administering the Government in Executive Council.

Colonial Secretary's Office,
Colombo, May 25, 1925.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

RULE.

Rule 4 of the rules for the preservation and protection of fish made under section 16 of "The Game Protection Ordinance, 1909," and published by Notification dated July 21, 1914, in *Government Gazette* No. 6,636 of July 31, 1914, as the same is contained in the Notification dated March 28, 1925, published in *Government Gazette* No. 7,454 of April 3, 1925, is hereby amended by the addition of the following at the end of paragraph (a) thereof, viz. :—

"If any full member has taken out temporary licences to the value of Rs. 80 he shall be entitled to a season's licence without further payment."

Note.—The number of fish killed on the temporary licences count towards the total allowed on the season's licence.

"THE LOCAL BOARDS ORDINANCE, 1898."

RATES of fees determined by the Local Board of Trincomalee, with the sanction of His Excellency the Officer Administering the Government in Executive Council, under section 29A of "The Local Boards Ordinance, 1898," as amended by "The Local Boards (Amendment) Ordinance, No. 29 of 1914," to be charged for licences for the use of any place for the following purposes :—

	Annual Fees.	
	Rs.	c.
Eating-houses	6	0
Tea and coffee boutiques	3	0
Dairies up to three cows or under	3	0
Dairies over three cows	6	0
Laundries	3	0
Common lodging houses	6	0
Manure manufactory	100	0
Boiling or drying offal or blood	100	0
Bakeries	25	0
Tannery	20	0
Fat melting or extracting	50	0
Soap making	50	0
Fibre dyeing	2	50
Storing of Maldive fish over 5 cwt.	5	0
Storing of hides, bones, artificial manure, or materials for manufacture of artificial manure in quantity over one gunny bag	10	0
Metal or cabook quarry	50	0
Brick or tile manufactory	20	0
Lime kilns manufactory	20	0
Aerated water manufactory	100	0
Fish curing sheds	100	0

Note.—The fees in respect of eating-houses, tea and coffee boutiques, common lodging houses, and bakeries may be paid half-yearly in advance.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 11, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

"THE LOCAL BOARDS ORDINANCE, 1898."

BY-LAWS made by the Local Board of Trincomalee, under and in pursuance of section 56 of Ordinance No. 13 of 1898, as amended by Ordinance No. 27 of 1916, and confirmed by His Excellency the Officer Administering the Government, with the advice of the Executive Council.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 11, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

By-laws referred to.

A.—GENERAL.

1. No person shall within the limits of the Local Board keep any bakery, eating-house, tea or coffee boutique, dairy, laundry, or common lodging house without an annual licence from the Chairman, Local Board, which licence the Chairman is hereby empowered to refuse to any person failing to comply with any of the following rules or any existing Local Board rule providing for the regulation and control of the places aforesaid. Every such licence shall remain in force until December 31 of the year in respect of which such licence is issued or until such licence is cancelled. Such licence shall further be subject to such fees as the Local Board shall from time to time determine with the sanction of the Governor in Council.

2. If any person shall have been convicted twice or oftener by any court of the breach of any of the following rules or any existing Local Board rules providing for the control of the places aforesaid, it shall be lawful for the court recording such second or subsequent conviction to cancel the licence issued to such person under this chapter by the Chairman of the Local Board. Upon such cancellation of a licence by a court the Chairman of the Local Board is empowered in his discretion to refuse to issue any fresh licence to such person. Provided that these rules shall not apply to stalls in markets established by or vested in any public body.

B.—BAKERIES.

3. Bakery shall mean any premises on which bread, biscuits, or confectionery are baked for sale as food for man, and also includes any premises on which such food is prepared for baking or on which the materials for the preparation of such food are stored.

4. The room in which kneading takes place shall have a minimum superficial area of 12 feet by 15 feet. There shall be a free external air space on at least two sides not less than 7 feet wide to permit of through ventilation. The door of the oven shall not open directly into the kneading room; every kneading room shall be provided with a ceiling.

5. Every bakery shall be well ventilated and well lighted, and the walls in every part shall not be less than 7 feet in height and be built of brick, stone, or cobwork, the inside thereof to be lime-plastered and whitewashed every six months. The roof shall be of some permanent material. The ceiling shall be plastered and limewashed four times yearly, or may be made of closely fitting boards, varnished or painted. The floor shall be cemented throughout and adequate drainage provided. Every room shall be provided with windows capable of being opened and having a superficial area of not less than one-sixteenth of the superficial floor space.

6. The troughs and all utensils used in the making of bread and pastry shall be kept scrupulously clean, and must be capable of being moved about for the purpose of cleaning the floor.

7. The floor shall be carefully scraped and swept at least once every twenty-four hours, and the sweepings shall be immediately placed in an imperviously covered receptacle and removed from the bakery daily.

8. Every bakery shall be kept in a cleanly state and free from effluvia arising from any drain, privy, cesspit, or other nuisance.

9. No bakery shall be within 50 feet of any cesspit, manure heap, open sewer, or privy.

10. No furniture or other articles are to be stored in the bakery other than those used in the manufacture of bread and pastry.

11. The tops of the tables are to be made of well seasoned closely fitting planks, or some non-harmful impervious material, and are to be scraped and cleaned daily.

12. No animal shall be kept in the bakery on any pretence whatever.

13. No person suffering, or who to the knowledge of any person in charge of a bakery has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the bakery to enter the bakery or take part in the manufacture or sale of bread, biscuits, or confectionery.

14. All persons employed in the preparation and making of bread shall wash their hands before engaging in the process of breadmaking, and shall wear clean white aprons covering the chest and body, and also a white cap or turban.

15. Clean water and soap shall be provided for the use of those engaged in the manufacture of bread, biscuits, and confectionery.

16. All bread, biscuits, and confectionery and sweetmeats exposed for sale shall be kept in properly constructed glass cases free from flies. The cases shall be kept scrupulously clean.

17. The flour, water, and other materials used in the manufacture of bread shall be good and wholesome, and the flour shall be kept on a platform raised 3 feet above the ground.

18. All refuse around the premises of a bakery shall be removed daily and the drains well flushed.

19. No place on the same level with the bakery and forming part of the same building shall be used as a sleeping place, unless it is effectually separated from the bakery by a partition extending from the floor to the ceiling; no water-closet, earth-closet, privy, catchpit, or soakage pit shall be within or communicate directly with the bakery.

20. It shall be lawful for the Local Board Secretary, Inspector, or other person authorized in writing by the Chairman, at all reasonable times, and at any time when the process of baking is being carried on, to enter and inspect any bakery or place used for the sale of bread.

21. A copy of these by-laws shall be framed and hung up in a prominent place in every bakery.

C.—EATING-HOUSES AND TEA AND COFFEE BOUTIQUES.

22. All eating-houses and tea and coffee boutiques shall be kept clean and sanitary to the satisfaction of the Chairman.

23. All utensils, furniture, and other requisites used in or belonging to any eating-house or tea or coffee boutique shall always be kept clean.

24. The walls of all eating-houses and tea and coffee boutiques shall be plastered and at least twice a year limewashed, and the rooms shall be well ventilated and lighted.

25. All refuse and dirt in or about the premises of any eating-house, tea or coffee boutique shall be removed twice daily.

26. No person suffering, or who to the knowledge of any person in charge of an eating-house or tea or coffee boutique has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of an eating-house, tea or coffee boutique to be employed in or about any such eating house, tea or coffee boutique.

27. The sugar used in such place shall be kept in glass-stoppered wide-mouthed bottles.

28. All cakes, sweetmeats, &c., exposed for sale shall be kept in properly constructed glass cases free from flies. No foodstuffs shall be exposed to the contamination of flies. The glass cases used shall be kept scrupulously clean.

29. No waste tea, coffee, milk, or remnants of food or cooking waste shall be thrown on the ground, but shall be collected in a proper receptacle and removed daily.

30. No adulterated milk shall be sold or offered or exposed for sale or kept on the premises of any eating-house-
tea or coffee boutique. For the purpose of this rule adulterated milk shall mean milk which has been rendered unwhole, some by the addition of water or any other foreign liquid or substance.

31. These by-laws shall be framed and hung up in a prominent place in every such eating-house or tea or coffee boutique.

D.—DAIRIES.

32. For the purpose of these rules under section 56, sub-section (5), a "dairy" shall mean and include any farm, farmhouse, cow shed, milk store, milk shop, or other place from which milk is supplied or in which milk is stored or kept for the purposes of sale. "Dairyman" shall include any cow keeper, purveyor of milk, or occupier of a dairy, and in the case where a dairy is owned by more than one person, the manager or other person actually managing such dairy.

33. No dairy shall be located in any compound within 100 feet of an open cesspit or surface latrine or on a position where bad odours will reach it, and no open cesspit or surface latrine shall be erected within 100 feet from any such dairy.

34. Every dairy compound shall be sufficiently provided with proper drainage to the satisfaction of the Chairman, and the drains shall be kept flushed. No foul water shall be allowed to stagnate in any dairy compound.

35. All refuse and dirt in and around the dairy premises shall be removed without delay. Cowdung shall be removed daily.

36. A pure and protected supply of water must be provided at convenient distance for the use of every dairy. No bathing or washing of clothes shall take place at or near this water supply.

37. The milch cows and buffaloes shall be free from disease, and no person suffering from or who to the knowledge of any person in charge of a dairy has recently suffered from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the dairy to be employed in such dairy.

38. All dairymen shall see that their cattle are washed as to udders and teats before milking, and the milker is to wash his hands thoroughly with soap and water before milking. Every precaution shall be taken to prevent contamination of milk by dung or urine.

39. No dairyman or owner of a dairy shall render milk unwholesome by the addition of any water or any other foreign liquid or substance thereto, nor shall he sell or offer or expose for sale such milk.

40. All utensils, furniture, and other requisites used in or belonging to a dairy shall be kept clean.

41. All vessels sent out containing milk shall be scrupulously clean and shall be properly covered, stoppered, or corked with clean materials, and shall not be carried under the armpit, nor shall the mouth of the bottles be fingered.

42. The sheds and yards where cattle are kept shall be subject to and satisfy the requirements of the Local Board regulations regarding galas.

43. Every licensee of a dairy shall have a milk room erected in such a position and at such a distance from the cow sheds as the Chairman of the Local Board shall approve for the storing and preparation of milk, and in which all vessels used in his trade are to be stored after cleansing. The floor shall be cemented with round corners at its junction with the walls; the walls shall be of plastered masonry, smooth boards, or iron work, to be limewashed or painted periodically as directed by the Chairman or the Sanitary Commissioner. At least two opposite walls of the milk room shall abut on the open air. The roof shall be ceiled with grooved boards to prevent the ingress of dust. There shall be at least one window and one door. The window shall be 3 feet by 2 feet without glass or shutters, and be fitted with fly-proof netting. The door shall be opposite the window, be close fitting and fitted with fly-proof netting, and shall be kept close. A table with a covering of marble, slate, or zinc, or other approved impermeable substance shall be placed in the milk room. This room shall be used for no other purpose than that of storing and preparing milk, and the storing after cleansing of all vessels used in the trade.

44. Every licensee of a dairy shall keep a list of his customers, which shall be open at all reasonable times for inspection by the Chairman of the Local Board, the Sanitary Commissioner or his assistants.

45. The number of cows for which each dairy is licensed shall be stated in such licence.

46. No licensee of a dairy shall change the location of his dairy without having first obtained the permission of the Chairman, nor shall milking take place at any place other than at the licensed premises.

47. Every licensee of a dairy shall keep a report book in his milk room, in which inspecting officers may make their reports each time they visit the dairy.

48. Every dairy situated within the limits of the Local Board shall be registered by the Chairman, who shall issue to such applicant a card of registration bearing his name and number. These cards are to be shown to the authorized officers of the Board when required by them to do so.

49. The Chairman of the Local Board, the Sanitary Commissioner or his assistants, the Chief Headman of the District, or any Sanitary Inspector appointed by the Chairman of the Local Board or the Sanitary Commissioner to do sanitary inspection in the Local Board town shall be at all times empowered to take a sample of milk for analysis from any licensed dairy or from any person selling milk or exposing milk for sale within the Local Board limits.

50. A copy of these by-laws shall be hung in the milk room of every dairy.

E.—LAUNDRY.

51. For the purpose of rules under section 56 (5), "laundry" means any building, shed, land, place, well, or other source from which water is obtained, used for the purpose of carrying on the business or trade of washing or drying of clothes for any person or persons for hire, or any building, shed, or place used by any laundryman for the purpose of ironing, depositing, or storing clothes, and "laundryman" means the occupier of any laundry premises as hereinbefore defined, or any person engaged in washing, drying, ironing, depositing, or storing of clothes for hire.

52. Every laundryman shall, when so required by the Chairman, provide a separate room for soiled linen, which must be well ventilated and clean at all times and whitewashed twice annually.

53. A laundryman shall not store soiled linen in any room used as a living apartment.

54. The Chairman shall, when he considers it necessary in the interest and for the good of the public health, allocate special sites for the washing of clothes; such sites will be indicated by a notice board.

55. When any laundryman or any member of his family or household shall contract any infectious or contagious disease, he shall within twenty-four hours report the same to the Chairman of the Local Board, either through the Inspector or the Police Headman.

56. When any laundryman or any member of his family or household shall contract any infectious or contagious disease, all work in the laundry shall immediately cease, nor shall any clothes be taken into the laundry or sent out of it after the outbreak and during the prevalence of such disease, save by special permission of the Chairman.

57. No laundryman shall, without the permission of the Chairman of the Local Board or the Sanitary Commissioner, receive soiled linen from any house in which there is reason to believe that a member thereof is suffering from any infectious disease.

58. Every laundryman shall, when called upon by the Chairman of the Local Board, or the Sanitary Commissioner or his assistants, give a list of the persons for whom he washes.

F.—COMMON LODGING HOUSES.

59. For the purpose of rules under section 56 (5), "common lodging house" shall mean any house or any part of a house in which four or more persons, not being members of the same family, are housed for hire.

60. A common lodging house shall be substantially built and kept in good state of repair, and the sleeping room shall be well ventilated and lighted to the satisfaction of the Chairman, and the walls thereof whitewashed thrice annually.

61. The keeper of a common lodging house shall at all times keep the place clean and in sanitary condition. He shall cause all filth and offensive matter to be removed from the premises.

62. When any person in a common lodging house becomes ill with any infectious or contagious disease, the keeper shall immediately inform the proper authority either through the Local Board Inspector or the Police Headman, and shall obey the directions of the proper authority with regard to the vacation of the common lodging house, disinfection or destruction of the bedding, clothing, and other articles, and fumigation, disinfection, and limewashing of the house.

63. The keeper of a common lodging house shall be responsible for the provision of sufficient latrine accommodation for the inmates, and for the keeping of the same in sanitary condition.

64. The Chairman of the Local Board is hereby empowered to decide the maximum number of persons that may be accommodated in any common lodging house, and such number shall be endorsed upon the licence. Any common lodging house keeper allowing the number to be exceeded shall be guilty of an offence. For the purpose of this rule two children under twelve years of age shall count as one person.

65. The premises of any common lodging house shall at all times be open for inspection by the Chairman of the Local Board, the Sanitary Commissioner or his assistants, the Chief Headman of the District, and any Inspector appointed by the Chairman of the Local Board or the Sanitary Commissioner to do sanitary inspection in the Local Board town in which such common lodging house is situated.

H.—WASHING PLACE.

66. It shall be lawful for the Board by resolution from time to time to set apart for washing of horses and cattle, clothes, or mats, such places as it may deem proper, and the hours during which they may be used.

67. A list of the places so set apart shall be published in the *Government Gazette* in English, Sinhalese, and Tamil and proclaimed within the limits of the Local Board by beat of tom-tom, and copies of the list in the said three languages shall be kept affixed at the office.

68. No person shall wash horses, cattle, clothes, or mats at any public bathing place within the town, except at such places so set apart by the Board.

69. Every laundryman who washes clothes in the dhobies pokuna shall get his name registered by the Chairman of the Local Board.

70. No person shall wash horses and cattle suffering from infectious or contagious diseases at washing places, and no person suffering or who (to the knowledge of any person in charge of a washing place set apart as hereinbefore provided) has recently suffered, from any contagious or infectious disease, or has been recently in attendance on any person suffering from such disease, shall be permitted by any such person in charge of the washing place to wash clothes or any other article in such washing places.

I.—PUBLIC BATHING PLACES.

71. For the purposes of these rules a "public bathing place" shall mean any place set apart by order of the Local Board under rule 72 for the purpose of bathing.

72. The Local Board may by resolution set apart any public place over which it has control or any portion thereof for the purpose of being used as a public bathing place, and may define the metes and bounds of such public bathing place.

73. Whenever a public bathing place is served by a well, no person shall use such well for washing cattle or any other animals or mats or any other things or any clothes, except those he is wearing, and if such clothes be slabbed upon a stone or otherwise beaten, this shall be done at such distance from the well that the splash therefrom cannot fall into the well.

74. No person shall commit a nuisance by obeying a call of nature at or near any public bathing place.

J.—DANGEROUS AND OFFENSIVE TRADES.

75. Dangerous and offensive trades shall for the purpose of these rules mean and include any of the following:—

Storage or manufacture of artificial manure or any material for the manufacture of artificial manure, boiling of blood or offal, drying blood or offal, tanning, fat melting, fat extracting, soap making, soaking of coconut husks, fibre dyeing, coconut oil manufacture (where machinery is employed), manufacture or storing of fibre, storing of hides, bones, artificial manure, storing of Maldivian fish in quantity over 5 cwt. in weight, the manufacture of aerated waters, storing or curing of plumbago.

76. No owner or occupier of any land or premises within the limits of the Local Board or other person shall carry on or suffer to be carried on upon such lands or premises any offensive or dangerous trades or manufacture without a licence from the Chairman of the Local Board, who is further empowered to refuse such licence to any person failing to comply with any of these or other already existing Local Board rules.

Such licence shall be subject to such fees as the Local Board from time to time may determine with the sanction of the Governor in Council.

77. If any person shall have been convicted twice or oftener by any court for the breach of any of these rules, it shall be lawful for the court recording such second or subsequent conviction to cancel the licence issued to such person under this chapter by the Chairman of the Local Board, upon such cancellation of a licence by a court the Chairman of the Local Board is empowered in his discretion to refuse to issue any fresh licence to such person.

78. All materials required for the purpose of carrying on any of the aforesaid trades, businesses, or manufactures shall be stored so as to prevent effluvia or nuisance, and all such materials which have to be brought along any public thoroughfare, and which are likely to be offensive and give off effluvia, shall be transported in non-absorbent covered receptacles or in such other manner as the Chairman shall direct so as to obviate the creation of any nuisance.

79. Effective means shall be adopted for rendering innocuous any offensive vapours or gases emitted during any process of manufacture. Such vapours or gases shall either be discharged into the external air in such manner and at such a height as to admit of their diffusion without injurious or offensive effects or they shall be passed directly through a fire or into a condensing apparatus. All premises shall be adequately drained, and the drains kept in efficient order and washed daily.

80. Floors shall be maintained in a proper state of repair and cleansed daily, and when so ordered by the Chairman, shall be constructed of such impermeable materials as he may direct.

81. Walls shall be kept in good order so as to prevent the absorption of filth, and whitewashed twice annually or oftener if so ordered by the Chairman of the Local Board or the Sanitary Commissioner.

82. All apparatus, including implements and vessels, shall be kept clean, and where possible they shall be kept cleaned daily. All refuse, sweepings, scrapings, together with waste or dye products shall be removed daily from the premises in covered receptacles, unless intended to be forthwith subjected to further trade purposes on the premises.

83. Tanks used for washing or soaking skins or any other material must be emptied and cleansed as often as may be necessary to prevent effluvia.

84. No person carrying on any offensive trade or manufacture, nor any owner or occupier of any land or premises upon which such offensive trade or manufacture is carried on, shall pollute any river, stream, canal, channel, well, tank, or open piece of water, by discharging thereinto or suffering to flow thereinto foul, ill-smelling, or offensive water or other fluid, or by throwing thereinto or suffering to be washed thereinto any offensive substance, nor shall he in any other way pollute or contaminate such river, stream, canal, channel, well, tank, or open piece of water.

85. The premises of all the above-mentioned trade shall be open for inspection at all reasonable hours by the Chairman of the Local Board or by any person duly authorized by the Chairman.

86. The owner or occupier of any land from which clay, earth, stone, gravel, cabook, or other materials is cut for the manufacture of bricks or tiles, or for building or for any other purposes shall be responsible for seeing that the proper drainage is provided, and that the pit or trenches cut are afterwards filled so that water cannot stagnate therein.

K.—MANUFACTURE OF AERATED WATERS.

87. No person shall commence the manufacture of aerated water within the limits of the Local Board for the purpose of sale without giving one month's notice in writing to the Chairman of the Local Board.

88. No aerated water factory shall be situated within less than 150 feet from any gala, stable, or other building used for keeping animals by day and night, or of any latrine or cesspit. No part of the factory shall be used as a dwelling-house.

89. All premises used for manufacture of aerated waters must be well lighted and ventilated, must have cemented floors, must be provided with suitably built drains to carry off waste material, and must be kept clean and free from dirt and dust. The preparation of the syrups must be carried out in a separate fly-proof room. All chemicals and other materials used in the manufacture of the waters must be of good quality. All utensils and machinery employed in the manufacture must be kept scrupulously clean.

90. The water used in the manufacture shall be obtained from a source adequately protected from contamination and approved of by the Chairman of the Local Board. It shall be transported to the factory by means which shall ensure that no pollution occurs in transit. It shall be stored at the factory on properly constructed tanks or reservoirs connecting with the aerating apparatus.

91. All water used in the manufacture of aerated waters shall be passed through a Jewell or other filter approved by the Chairman of the Local Board and connected with the plant, provided the Chairman shall have power to exempt from the operation of this rule water derived from an approved public supply.

91. (a) Whenever the Inspector of the Board is satisfied that any aerated water, either manufactured within the limits of the Board or introduced into such limits from outside, is of such bad quality as to be unfit for human consumption, he may seize such waters and produce them before the Police Magistrate, and if it appears to such Police Magistrate that such waters are unfit for human consumption he may order the same to be destroyed. Any person manufacturing any aerated waters which shall be proved to the satisfaction of the court to be unfit for human consumption shall be guilty of an offence.

92. All bottles used in the manufacture of aerated waters shall be washed with filtered water and shall be kept scrupulously clean.

93. Every bottle containing aerated water shall bear a label setting out the description of the water, and the place of manufacture, the name of the person or firm owning the factory, and the number assigned to the factory by the Chairman of the Local Board.

94. No person under twelve years of age shall be employed in any aerated water factory, nor any person suffering from any cutaneous or contagious disease.

95. All employees engaged in the filling of the bottles with gas shall wear fine-meshed wire face- and neck-shields and leather gloves.

96. Wells from which water for the manufacture of aerated waters is drawn shall be set apart solely for this purpose, and shall not be used for bathing.

“THE IRRIGATION ORDINANCE, No. 45 OF 1917.”

IT is hereby notified that His Excellency the Officer Administering the Government has been pleased, under the provisions of section 45 of “The Irrigation Ordinance, No. 45 of 1917,” to sanction the under-mentioned irrigation scheme passed at a meeting held on December 20, 1924, by the proprietors of private lands to be irrigable under the Walawe-ganga Left Bank Irrigation Works in Magam pattu of the Hambantota District, Southern Province.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, May 22, 1925.

SCHEME REFERRED TO.

That the proprietors of private lands to be irrigable under the Walawe-ganga Left Bank Irrigation Works agree to pay an annual irrigation rate per acre in perpetuity, which shall be variable by His Excellency the Governor in Executive Council every five years.

The irrigation rate for the first period of five years shall be Rs. 4 (Rupees Four only) per acre per annum.

"THE IRRIGATION ORDINANCE, NO. 45 OF 1917."

WHEREAS the proprietors of lands under the irrigation work known as the Badulupitiya-ela have not complied with the requirements of the notice dated December 17, 1924, published in the *Government Gazette* No. 7,436 of December 19, 1924, and have not within the time fixed by the said notice made any effective arrangements for the maintenance of that part of the said irrigation work not maintained by Government, namely, the earth bunds of the channel, it is hereby notified that His Excellency the Officer Administering the Government has been pleased to direct, in terms of section 52 (2) of the said Ordinance, that the said arrangements shall be carried out, and that the expenses of carrying out the said arrangements and of the subsequent maintenance of the said work shall be recovered by a maintenance rate under section 50 of the said Ordinance.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 23, 1925.E. B. ALEXANDER,
Acting Colonial Secretary.

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information (a) that His Excellency the Officer Administering the Government has been pleased to set apart the lot of land described in the schedule hereto annexed, which is the property of the Crown, for a common purpose, to wit, that the villagers of the village of Ratchinukwewa, block survey preliminary plan 1,902, in Katuwana korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lot on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee, under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Officer Administering the Government reserves to himself the right to resume absolute possession on behalf of the Crown of the said lot or of any portion thereof whenever he thinks fit.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 22, 1925.E. B. ALEXANDER,
Acting Colonial Secretary.

SCHEDULE REFERRED TO.

The following lot situated in the village of Helogama, in the Katuwana korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province:—

Block survey preliminary plan 1,911.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
1 ..	Dalupothehenyaya	30	2	3

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information (a) that His Excellency the Officer Administering the Government has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Helogama, in the Katuwana korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee, under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Officer Administering the Government reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 22, 1925.E. B. ALEXANDER,
Acting Colonial Secretary.

SCHEDULE REFERRED TO.

The following lots situated in the village of Helogama, in the Katuwana korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province:—

Block survey preliminary plan 1,911.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
33 ..	Wetiyewelshenyaya	37	3	10
40 ..	Kadurugahamulahena	65	2	14
		103	1	24

Regulations regarding Smoking and Cart Traffic under Ordinance No. 1 of 1871.

REGULATIONS made by His Excellency the Officer Administering the Government, with the advice of the Executive Council, in exercise of the powers vested in him by section 8 of the above-named Ordinance.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 25, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

Regulations referred to.

SMOKING IN THE CUSTOMS PREMISES.

1. The smoking of tobacco or herbs is absolutely prohibited.
2. No lights are to be used except in glazed lanterns.

CARTERS.

Licences.

1. No vehicle shall be allowed to ply for hire in the Customs premises, unless it is one duly licensed under "The Vehicles Ordinance, No. 4 of 1916," and bears a permit from the Principal Collector of Customs.
2. A tin plate bearing the Principal Collector's permit number will be issued on application. A charge of 15 cents will be made to defray the cost of the tin plate. There will be no other charge.
3. In the case of a cart the tin plate must be affixed to the off or right-hand side of the frame next to the plate denoting the number of the cart's licence under the Vehicles Ordinance. On a motor vehicle it must be affixed on the off or right-hand side of the body of the vehicle in such a position that it can be easily identified. If the original tin plate is lost a duplicate will be issued on payment of Re. 1.
4. The permit must be renewed annually not later than March 31.
5. Application for a permit must be made to the Charges Officer.
6. The Principal Collector may, for any misconduct on the part of the person in charge of a licensed vehicle, cancel the permit and prohibit the entrance of the vehicle within the Customs premises for any specified period.
7. A register of vehicle permits issued by the Principal Collector of Customs shall be kept by the Charges Officer in the annexed form A :—

Date : _____
P. C. C's. No. _____
Cart } Licence number under the Vehicles
Motor vehicle } Ordinance : _____

Name of owner : _____
Address of owner : _____
Remarks : _____

8. Carters and drivers of vehicles must observe while in the Customs premises the regulations framed under "The Vehicles Ordinance, No. 4 of 1916," with regard to the control of traffic on public thoroughfares. They must comply with the orders given from time to time by the Principal Collector of Customs for regulating the entrance and departure from the Customs premises. The prescribed routes, until new orders are given, shall be as follows :—

- (1) (a) Empty vehicles entering the Ceylon Wharfage Company's premises must enter by the Inner Galle Buck gate.
(b) Those for the Government premises must enter by the Leyden Bastion gate.
(c) Those for the Kochchikade premises must enter by the gate north of the Tide Surveyor's Office.
- (2) Empty vehicles may leave the Wharfage Company's premises by any gate, and Government premises by the Delft gate.
- (3) (a) Loaded vehicles conveying goods to the Fort or Kollupitiya may leave by the Main gate.
(b) Loaded vehicles conveying goods to other places must leave by the Delft gate.
- (4) (a) Vehicles removing goods from the Wharfage Company's premises to the Wharf Station must pass through the passage between Warehouses Nos. 4 and 5.
(b) Vehicles removing goods from Government premises to the Wharf Station must pass through the archway leading into Commissariat street, coming and going by the same route.
- (5) The Main gate will remain permanently open. The Delft and Kochchikade gates will be closed at 5 P.M., but may be kept open till 6 P.M. on special application. Galle Buck gate will be open only on special application for removal of cargo that cannot be removed through the Delft gate.
- (6) Loaded vehicles with cargo for Baghdad Warehouse must enter by the gate west of the Tide Surveyor's Office, and those with cargo for the Pettah Warehouse by the gate east of the Tide Surveyor's Office. Empty vehicles must leave by the east gate.

Loading, &c.

9. The driver or person in charge of any vehicle shall not load any goods into his vehicle or allow any such goods to be so loaded within the Customs premises until he is in possession of the relative cartnote, nor shall he, after goods have been loaded, move such vehicle from any place of loading without having in his possession the relative cartnote signed by the Landing Waiter. No goods other than those described in the aforesaid cartnote shall be removed in the vehicle.

10. No vehicles are to be left on the road without the drivers, who are to remain with their vehicles during the whole period they are on the premises.

11. When a bullock cart is halted the carter shall forthwith place under the cart-pole a vertical support of such height as to take all weight off the necks of the bulls.

REPEAL.

A. The regulations published by Notifications dated May 10, 1911, September 4, 1917, and February 24, 1920, in Government Gazettes Nos. 6,442, 6,897, and 7,088 of May 19, 1911, September 7, 1917, and February 27, 1920, respectively, are hereby repealed.

THE following agreement concluded between the Ceylon Government and the Ceylon Steamship Company, Limited, for a steamer service round the Island is published for general information.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 27, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

MEMORANDUM OF AGREEMENT made the Twenty-fifth day of March, 1925, between His Excellency Sir William Henry Manning, G.C.M.G., K.B.E., C.B., Governor and Commander-in-Chief in and over the Island of Ceylon, with the Dependencies thereof, acting for and on behalf of His Majesty the King, of the one part, and the Ceylon Steamship Company, Limited, a Company incorporated under the Joint Stock Companies' Acts, 1862 to 1886, and having its registered office at London, of the other part.

Whereas the Ceylon Steamship Company, Limited, hereinafter referred to as the "Contractors," have agreed to supply a steamer service between the several ports of the Island of Ceylon hereinafter mentioned for a term of two years from the First of January, 1925, and the parties hereto have agreed to execute these presents as containing the terms and conditions by and subject to which the said Contractors shall be bound during the continuance of these presents :

Now these presents witness that for considerations hereinafter appearing the Contractors during the continuance of these presents do hereby covenant and agree with the Government of Ceylon as follows ; that is to say :—

1. The following expressions as used herein and in the schedule hereto shall have the respective meanings following, *i.e.* :— Interpretation.

- (a) "The Colony" means the Colony of Ceylon.
 (b) "The Island" means the Island of Ceylon.
 (c) "The Inspector" means the person appointed by the Government of Ceylon to exercise in the Island the powers and duties hereby invested in the Inspector.

2. For the purpose of the Steamer Service aforesaid the Contractors will, at their own expense, equip and maintain ready for sea during the continuance of these presents a Screw Passenger Steamer whose name, dimensions, power, and tonnage are set forth and described in the schedule hereto to the satisfaction of the Inspector, who shall be at liberty to inspect the condition as to seaworthiness of the hull of such Steamer and the general efficiency of the boats, engines, boilers, machinery, and fittings of and in the said Steamer, and shall report thereon to the Ceylon Government, and a certificate from the Inspector that such Steamer is fully and perfectly equipped and ready for sea shall be a condition precedent to this Contract being in force and binding on the Government of Ceylon.

3. The Steamer shall, so soon as the Inspector shall have given his certificate of approval thereof, and not before, be deemed ready for service for the purpose of this Contract, and shall thereafter during the continuance of these presents be maintained and kept properly manned with proper and sufficient crews, and fully fitted, found, and equipped as aforesaid at the cost and risk of the Contractors, to the reasonable satisfaction of the Inspector, who shall have access to such vessel at all reasonable times for the purpose of this Contract.

4. The Steamer shall sail on alternate Tuesdays from the port of Colombo. Provided that the sailing date may be altered for docking purposes after arrangement with the Principal Collector of Customs three times a year, sufficient notice being given to the travelling public. Provided also that on two occasions during each year the Steamer Service may be suspended for one week on each occasion to enable the Steamer to visit the Minicoy Lighthouse twice annually after arrangement with the Principal Collector of Customs, sufficient notice being given to the travelling public.

Provided also that the Steamer shall be allowed to visit the Basses Lighthouses on its journeys between Hambantota and Batticaloa or *vice versa* once in every six weeks.

5. (a) On each voyage during the year 1925 the Steamer shall call at the several ports named in the following schedule :— Ports to be called at.

Route.	South-west Monsoon.	North-east Monsoon.
Outward steamers	.. Galle	.. Galle
	.. Hambantota	.. Hambantota
	.. Batticaloa	.. Kalkudah
	.. Trincomalee	.. Trincomalee
	.. Point Pedro	.. Point Pedro
Homeward steamers	.. Kankasanturai	.. Jaffna
	.. Kankasanturai } *	.. Jaffna } *
	.. Negapatam	.. Negapatam
	.. Karikal	.. Karikal
	.. Trincomalee	.. Trincomalee
	.. Batticaloa	.. Kalkudah
	.. Hambantota	.. Hambantota
	.. Galle	.. Galle
.. Colombo	.. Colombo	

* Optional, subject to the approval of the Principal Collector of Customs.

(b) On each voyage during the year 1926 the Steamer shall call at the several ports named in the following schedule :—

Route.	South-west Monsoon.	North-east Monsoon.
Outward steamers	Galle	Galle
	Hambantota	Hambantota
	Batticaloa	Kalkudah
	Trincomalee	Trincomalee
	Point Pedro	Point Pedro
Homeward steamers	Kankasanturai	Jaffna
	Negapatam	Negapatam
	Karikal	Karikal
	Trincomalee	Trincomalee
	Batticaloa	Kalkudah
	Hambantota	Hambantota
	Galle	Galle
	Colombo	Colombo

* Optional, subject to the approval of the Principal Collector of Customs.

Power to Governor to alter or extend times appointed for sailing, or period of detention at ports.

6. Notwithstanding anything hereinbefore contained, it shall be lawful for the Governor, if he shall think it expedient, either for any purpose connected with the holding of the Supreme Court of the Colony at any of the said ports or otherwise by notice under his hand, at any time, or from time to time, to alter or extend, either generally or for any one or more occasion or occasions, the times hereby appointed for the sailing of the Steamer.

Liability of Contractors for delay in dispatching Steamer.

7. If and whenever the Contractors shall fail to dispatch the Steamer on the day hereby appointed or to be appointed as aforesaid for the sailing thereof, or within such period thereafter as the Inspector may allow, the Contractors shall pay to the Government by way of liquidated damages the sum of Rupees One thousand Five hundred (Rs. 1,500) for every such default, and the same may be recovered accordingly, or may, at the option of the Government, be set off against and deducted from any moneys payable to the Contractors under these presents.

Passengers and merchandise to be conveyed according to regulations and conditions set forth in schedule.

8. On each and every voyage the Contractor will convey as passengers, subject as hereinafter mentioned, all persons who shall be desirous of travelling by Steamer between the several ports aforesaid, subject to and in accordance with the regulations and conditions set forth in that behalf in the schedule hereto, and also receive, convey, and deliver at, from, and to the several ports aforesaid all such merchandise, goods, and cargo as shall be tendered to them for that purpose, subject to and in accordance with the regulations and conditions set forth in that behalf in the same schedule. Provided always that the number of passengers to be conveyed by any Steamer shall not exceed such number of each class respectively as the Inspector shall certify to be the maximum number to be so carried, and the amount of merchandise, goods, and cargo to be carried thereby at any one time shall likewise not exceed the quantity which shall be likewise certified to be the maximum quantity to be so carried.

Maximum number of passengers and amount of merchandise to be conveyed and carried.

Rates and charges for conveyance of passengers and merchandise not to exceed rates and charges in schedule.

9. The rates and charges to be paid by passengers between the said several ports and for the conveyance of merchandise, goods, and cargo shall not exceed the several rates and charges set forth in the said schedule. Provided always that the rates and charges to be paid as aforesaid may, upon sufficient cause in that behalf being shown to the satisfaction of the Government, by reason of the change in the value of the rupee or otherwise (such satisfaction to be certified in writing under the hand of the Colonial Secretary), be raised above, but not so as to exceed by more than 20 per cent., the rates and charges specified in the said schedule.

List of rates and charges and time table of sailings to be set up for public inspection.

10. The Contractors shall from time to time supply to the Principal Collector of Customs at Colombo and keep set up for public inspection at the office of their Agents at each of the ports aforesaid a list of the rates and charges for the time being in force, and a table of the ordinary times of the sailing of the Steamer.

Steamer if required by Governor on special occasions and for special purposes to make special trips at rates and charges mentioned in schedule. Contractors not to be liable for non-performance of Contract if performance prevented by compliance with provisions of this clause.

11. The Steamer shall, if so required by the Governor by order under his hand, on special occasions and for special purposes make special trips for the purposes of the Government, and shall be paid in respect thereof the several rates and charges mentioned in that behalf in the said schedule, but such special rates and charges shall apply only to persons in the employment of the Government and goods and cargo transmitted by or for the purposes of the Government on such occasions. All other passengers and goods (if any) carried on such special trips shall be conveyed at ordinary rates. Provided always that no penalty or other liability shall be imposed on or incurred by the Contractors by reason of their non-performance of the other provisions and requirements of this Contract, so far as the performance thereof may be prevented by their compliance with any requisition under this present clause.

Subsidy, how and when payable.

12. In addition to the rates and charges to be received by the Contractors as aforesaid for the conveyance of passengers, merchandise, goods, and cargo as aforesaid by their steamer which the Contractors shall retain for their own use, there shall be paid by way of subsidy to the Contractors by the Government, subject as hereinafter mentioned, the sum of £6,000 sterling per annum by equal quarterly payments, and each quarterly instalment thereof shall be paid within seven days after the Contractors shall have obtained from the Colonial Secretary a certificate that the terms of this Contract have been duly complied with by the Contractors up to the day on which such instalment shall have become due, and showing the amount payable to the Contractors after deducting any fines or penalties which may have been incurred by them and then remain unpaid or unsatisfied, and the payment of the said subsidy shall be conditional on such certificate being produced. In addition to the subsidy the Government will pay annually during the continuance of this agreement a sum of Rupees Six thousand (Rs. 6,000) per annum by equal quarterly payments by way of compensation for the Port and Harbour Dues payable by the Company in respect of the ship engaged on the services hereby agreed to be performed.

Provided, however, if the Contractors undertake the relief of the Basses and Minicoy Lighthouses and thereby the Steamer Service is suspended for two weeks in each year as referred to in Clause 4 of this Contract then it is agreed that the annual subsidy payable to the Contractors shall be £5,750 instead of £6,000, and the compensation for Port and Harbour Dues shall be Rs. 5,750 instead of Rs. 6,000 in respect of each year when the above-mentioned two weeks are lost for the purposes of the Island Steamer Service.

13. If and whenever the steamer shall be laid up for any period or periods exceeding in the whole six weeks in the course of any one year, the Contractors shall not be entitled to claim any payment of the said subsidy for such period exceeding six weeks, unless such laying up shall be due to causes beyond the Contractors' control or a suitable vessel is provided to perform the voyages and services as aforesaid.

If vessel disabled or laid up, Contractors to provide another suitable vessel.

14. Nothing herein contained shall be deemed to exempt the Contractors from the payment of Port and Harbour Dues in respect of their Steamer, or in respect of any passengers, merchandise, goods, or cargo conveyed thereby, while engaged in the fulfilment of this Contract.

Contractors not to be exempt from Port or Harbour Dues.

15. In case the Contractors fail to keep the Steamer properly found, manned, fitted, and equipped, and in good and seaworthy order and condition, or shall, except for some reasonable and sufficient cause, fail punctually to perform the stipulated number of voyages, or to observe the provisions of this Contract as to speed, detention at ports, or any other matter, it shall be lawful for the Governor of the Colony by notice under his hand absolutely to determine this Contract without prejudice to any other right or remedy of the Government in respect of such default.

Power to the Governor to determine Contract in cases of breach of its provisions by Contractors.

16. The Contractors may at any time assign to any other person or persons, Company or Corporation the benefit of this Contract and all their duties and rights hereunder. Provided always that no such assignment shall be deemed to release the Contractors from their personal liability under these presents or prejudice any right or remedy which the Government may have in respect of the premises, unless such assignment shall have been made with the assent in writing of the Governor of the Colony expressed by writing under his hand, and unless and until an agreement shall have been entered into in writing between such other person or persons, Company or Corporation, and the Government of Ceylon for the purpose of binding such other person or persons, Company or Corporation for the Government of Ceylon for the due fulfilment of all the terms in this agreement contained, with such further terms, alterations, and modifications, if any, as the circumstances shall require, and as shall be required, by the Government of the Colony at the time of giving such assent. In the case of any such assignment so assented to as aforesaid, the person or persons, Company or Corporation to whom such assignment shall be made shall thenceforward be deemed to be substituted for the Contractors for all the purposes of these presents.

Power to Contractors to assign contract, but not to be thereby released from their personal liability, unless assignment made with assent of Governor.

17. The period or duration of this Contract shall be two years from the First day of January, 1925, subject, however, to the right of the Ceylon Government to terminate the said Contract at any time on giving six months notice of its intention to the Contractors.

As to service of notice on Contractors.

18. All notices given to the Contractors for the purposes of this Contract shall be in writing, and shall be deemed to have been sufficiently given and served if either delivered to the Contractors or any or either of them, or to their Agent at Colombo personally, or left for or sent by post addressed to them or him at their usual place of business.

Matters in dispute to be referred to arbitration.

19. In case and so often as any difference shall arise between the Government and the Contractors or any of their agents concerning the subject-matter of these presents or any part thereof, the same shall be referred to the arbitration of two indifferent persons, one to be nominated in writing by each party, and a third to be appointed in writing by the two so appointed, and the decision or award of any two shall be conclusive and binding upon both parties hereto. In default of either party nominating an arbitrator within seven days next after request in writing to do so, then the subject in difference may be referred by the other party to the arbitration of any indifferent person to be named by such last-mentioned party alone, and such person shall be as competent to act as if he had been appointed by all the parties. All costs and reasonable expenses attending any such reference, arbitration, and award as aforesaid shall be in the discretion of the arbitrator or arbitrators appointed as aforesaid.

Governor, members of Government, &c., not to be personally liable.

20. The Governor, or any other member or officer of the Government of the Colony respectively, shall not be in anywise personally bound for the acts and obligations of the Government under these presents, or answerable for any default or omission in the observance, performance, or fulfilment of the acts, matters, or things which are hereby made obligatory on the Government.

Signed by the said Governor His Excellency Sir WILLIAM HENRY MANNING, G.C.M.G., K.B.E., C.B., at Colombo, this Twenty-fifth day of March 1925, in the presence of—

E. H. LUCETTE,
Private Secretary.

W. H. MANNING,
Governor.

The Common Seal of THE CEYLON STEAMSHIP COMPANY, LIMITED, was hereunto affixed, this Twenty-third day of April 1925, in the presence of—

EDMUND WALKER,
Director.

A. C. WYLIE,
Secretary.



SCHEDULE REFERRED TO.

NAMES, DIMENSIONS, &c., OF STEAMERS.

	Length.	Breadth.	Draught Loaded.	Nominal Horse Power.	Registered Tonnage.	Gross Tonnage.
	Ft.	Ft.	Ft. in.			
"Lady McCallum" ..	230 ..	37 ..	12 6 ..	124 ..	531.46 ..	1,097.08

REGULATIONS RELATING TO PASSENGERS.

Cabin Passengers.—The passage rates include messing, bedding, and linen only; wine, beer, and spirits may be obtained on board for payment. Should the vessel be detained in port beyond forty-eight hours after anchoring, and passengers mess on board; they will be liable to an extra charge of Rs. 6 per day after the expiration of that time.

Passage Tickets.—These, both cabin and deck, can only be obtained from the Steamer's Agents on payment of the fare. No passenger will be received on board without a ticket. Children under five years of age allowed free, but charged Rs. 2.50 per day for messing, except infants of one year; children over five years and under ten, one-half rates, to include messing. Servants of cabin passengers, one-half deck passage rates, and Re. 1 per day for messing.

Baggage.—5 cwt. or 15 cubic feet measurement allowed to each person free; children liable to charge for passage, half that quantity; all in excess and furniture accompanying passengers to be charged freight as per agreement with Agent at the port of shipment.

Deck Passengers.—The passage rate includes water and deck accommodation only, which is restricted to that portion of the vessel before the funnel. Children under five years, free; over five and under ten, half the full rate.

Baggage.—1 cwt. or 5 cubic feet measurement, not being merchandise, allowed to each person free. Children liable to charge for passage, half that quantity; all in excess to be charged as freight.

A.—SCALE OF FREIGHT ON GENERAL GOODS BETWEEN ANY TWO PORTS.

Articles.	Rs. c.	Articles.	Rs. c.
Arecanuts .. per cwt.	0 72	Dried fish .. per cwt.	0 54
Coffee, cleaned .. "	0 72	Dogs .. each	4 32
Coffee, parchment, per bag not exceeding 3 bushels* .. each	0 72	Furniture—as per list annexed.	
Cotton goods, English manufacture .. per bale	4 32	Grain, seeds, rice, and paddy, per bag not exceeding 3 bushels .. "	0 72
Cotton goods, native manufacture, per bundle not exceeding 2 cwt. .. "	2 16	Hogsheads of beer, wine, and oil .. "	5 76
Carriages .. each	43 20	Horses .. "	43 20
Cows or bullocks .. "	8 64	Jaggery and sugar .. per cwt.	0 72
Coir stuffs .. per cwt.	1 44	Opium, per box of 1 dozen size .. each	2 88
Copra .. "	0 72	And every additional dozen size .. "	2 16
Curry stuffs, including chillies and onions .. "	1 44	Parcels up to size of 1 dozen case .. "	1 44
Crates of crockery, &c. .. each	7 20	And for every additional dozen size .. "	0 72
¼ casks of wine and barrels of bottled ale, tar, pitch, and cement .. "	3 60	Pipes and leaguers of oil and liquors .. "	11 52
Cases containing liquors, provisions, and oilmanstores on one dozen size .. "	1 44	Peonac .. per cwt.	0 72
And every additional dozen size .. "	0 72	Specie .. per Rs. 1,000	3 60
Deer horns .. per cwt.	0 72	Salt in bags .. per ton	14 40
		Do. parties shipping over 25 tons .. "	10 80
		Tobacco .. per cwt.	1 44
		Tins of oil, paint, and turpentine .. each	0 72

Note.—All other articles not enumerated in the above list and not exceeding 10 cwt. each to be charged per measurement of 50 cubic feet, or per ton of 20 cwt., Rs. 14.40.

Between any two ports succeeding each other in the Steamer's course one-half rates will be charged. Persons shipping single packages of goods will be charged full rates in any case.

* From Batticaloa to Colombo 36 cents per bag.

B.—SCALE OF FREIGHT ON FURNITURE BETWEEN ANY TWO PORTS.

Articles.	Rs. c.	Articles.	Rs. c.
Almirahs, packed ..	7 20	Tables, round ..	5 76
Do. unpacked .. Rs. 9 and upwards		Do. writing ..	3 60
Bedsteads, large ..	10 80	Do. washing and toilet ..	3 60
Do. medium ..	7 20	Teapots ..	2 16
Do. small ..	5 76	Clothes, horses ..	2 16
Chairs, ladies' ..	1 44	Desks ..	3 60
Do. arm ..	2 16	Bathing tubs ..	5 76
Do. lounge ..	3 60	Benches, school ..	2 88
Couches ..	5 76	Grinding stones ..	1 44
Sideboards ..	7 20	Whatnots ..	5 4
Tables, dining, per piece ..	2 88		

Other pieces of furniture proportionate to size of above.

C.—SCALE OF FREIGHT ON HEAVY PACKAGES BETWEEN ANY TWO PORTS.

	Per Ton, Rs. c.		Per Ton, Rs. c.
Under 10 cwt. ..	14 40	From 40 cwt. to 50 cwt. ..	28 80
From 10 cwt. to 20 cwt. ..	18 0	" 50 " 60 " ..	32 40
" 20 " 30 " ..	21 60	" 60 " 70 " ..	36 0
" 30 " 40 " ..	25 20	" 70 " 80 " ..	43 20

	Galle.			Hambantota.			Batticaloa.			Trincomalee.			Point Pedro.			Jaffna.			Negapatam.			
	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.	
Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Rs. c.	
Colombo to	68	25 20	4 32	129	50 40	5 76	261	72 0	10 8	323	86 40	14 40	433	144 0	14 40	491	158 40	18 0	597	172 80	21 60	
				61	25 20	3 60	193	64 80	7 20	255	86 40	10 8	365	115 20	11 52	423	129 60	14 40	529	144 0	17 28	
							132	43 20	3 60	194	57 60	5 76	304	86 40	8 64	362	93 60	11 52	468	129 60	14 40	
							62	21 60	2 16				172	50 40	5 76	230	64 80	7 20	336	100 80	10 8	
													110	36 0	3 60	168	50 40	4 32	274	86 40	7 20	
																58	14 40	1 44	164	43 20	4 32	
																			106	21 60	2 88	

Jaffna to

Point Pedro to

Trincomalee to

Batticaloa to

Hambantota to

	Karikal.			Trincomalee.			Batticaloa.			Hambantota.			Galle.			Colombo.					
	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.	Dis- tance.	Cabin.	Deck.			
Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	Miles.	Rs. c.	Rs. c.	
Colombo to	607	172 80	21 60	788	190 8	23 76	850	199 58	24 35	982	204 57	24 96	1,043	209 68	25 58	1,111	216 0	25 92			
Galle to	539	144 0	17 28	720	165 60	20 88	782	182 16	21 92	914	191 26	22 47	975	196 4	23 3	1,043	200 94	23 60			
Hambantota to	478	159 60	14 40	659	155 52	18 0	721	171 7	18 90	853	188 17	19 84	914	192 87	20 83	982	197 69	21 87			
Batticaloa to	346	100 80	10 8	527	126 0	13 68	589	138 60	14 36	721	152 46	15 79	782	160 8	17 36	850	168 8	19 9			
Trincomalee to	284	86 40	7 20	465	122 40	10 80	527	134 64	11 88	659	148 10	13 6	720	155 50	14 36	788	163 27	15 80			
Point Pedro to	174	43 20	4 32	355	36 0	3 60	417	50 40	5 76	549	86 40	8 64	610	115 20	11 52	678	144 0	14 40			
Jaffna to	116	21 60	2 88	297	50 40	4 32	359	64 80	7 20	491	93 60	11 52	552	129 60	14 40	620	158 40	18 0			
Negapatam to	10	14 40	0 72	191	36 0	3 60	253	50 40	5 76	385	86 40	8 64	446	115 20	11 52	514	144 0	14 40			
				181	36 0	3 60	243	50 40	5 76	375	86 40	8 64	436	115 20	11 52	504	144 0	14 40			
							62	21 60	2 16	194	57 60	5 76	255	86 40	10 8	323	86 40	14 40			
										132	43 20	3 60	193	64 80	7 20	261	72 0	10 8			
													61	25 20	3 60	129	50 40	5 76			
																68	25 20	4 32			

Galle to

Hambantota to

Batticaloa to

Trincomalee to

Karikal to

RATES TO BE CHARGED FOR HIRE OF STEAMER ON SPECIAL OCCASIONS.

Conveyance of Troops.—On the Steamer's ordinary trips a limited number of Troops, not exceeding 25, including women and children, may be conveyed on the same terms and regulations as deck passengers, and Officers on the same terms as cabin passengers.

Should the Steamer be required specially for Troops, and other duties will admit of this, the following rates will be charged :—

From Colombo to Trincomalee and back, including 24 hours' detention at Trincomalee, Rs. 3,500 for the trip one way, or Rs. 5,000 for the voyage there and back.

From Colombo to Galle and back, including 24 hours' detention at Galle, Rs. 1,750 for the trip one way, or Rs. 2,500 for the voyage there and back.

These rates include water and fuel, and the whole of the vessel's hold and 'tween decks for the use of the Troops.

Officers proceeding by the Steamer on these occasions will be charged the ordinary cabin fare extra.

Conveyance of Supreme Court.—The Officers comprising the Court will be conveyed at the usual rates of passage ; and an extra charge of Rs. 350 for each day's detention of Steamer in ports where the Court may be held.

Pearl Fishery Duties.—When employed on these duties Rs. 750 per day and the cost of coals consumed will be charged.

Transport of Rice from India.—If employed on this duty no special charges will be made, but the Company may charge the consignees of the rice and other produce at the current ruling freight rates.

Other Occasions.—If allowed to be employed on any other special occasions, the charge will be Rs. 750 per day and the cost of coals consumed.

Note.—When employed on special occasions, any available accommodation, after the wants of the service on which the Steamer for the time being is employed are supplied, will be otherwise made use of, if required.

IT is hereby notified that a licence to import toy caps for toy guns into Ceylon during the current year has been issued to Mr. X. P. Paiva, of Consistory buildings, Colombo.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 22, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

“ THE CEYLON TELEGRAPH ORDINANCE, 1908.”

RULE made by His Excellency the Officer Administering the Government under section 7 of “ The Ceylon Telegraph Ordinance, 1908,” as amended by Ordinance No. 10 of 1923.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 28, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

Rule referred to.

The following shall be the scale of charges for the use of the telephone trunk line between Mawanella Post Office and the other stations named :—

TELEPHONE CALL OFFICE AT MAWANELLA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

	Rs. c.
Between Mawanella and Kegalla and Aranayake	0 15*
Kurunegala and Polgahawela	0 25
Galagedara, Galaha, Gampola, Hewaheta, Kandy, Kandy-Sub, Katugastota, Kelaniya, Kundasale, Peradeniya, Ragama, Somerset, Teldeniya, Wattegama, Mawatagama, and Narammala	0 50
Colombo, Dehiwala, Elkaduwa, Kesbewa, Kotmale, Kotte, Lochnagar, Madulkele, Matala, Moratuwa, Nawalapitiya, Panadure, Panwila, Pussellawa, Rangala, Mousagalla, Wadduwa, Wattala, Mount Lavinia, Craighead, Ramboda, Dolosbage	0 75
Agrapatana, Avissawella, Bandaragama, Beruwala, Bogawantalawa, Hatton, Horana, Ingiriya, Kalutara, Kochchikade, Kotagala, Maskeliya, Neboda, Negombo, Norwood, Padukka, Paiyagala, Pundaluoya, Radella, Talawakele, Tebuwana, Tillicoultry, Watagoda, Watawala, Wennappuwa, Ambegamuwa, Marawila, Maggona, and Nattandiya	1 0
Ambalangoda, Kandapola, Maturata, Nanu-oya, Nuwara Eliya, Ragalla, Ratnapura, Uda Pussellawa, Gintota, Chilaw, and Elpitiya	1 25
Baddegama, Bandarawela, Diyatalawa, Galle, Habaraduwa, Haputale, Magalla, Weligama, Golconda, and Kiriella	1 50
Hakmana, Kamburupitiya, and Matara	1 75

* From Call Office also 15 cents.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Officer Administering the Government under section 7 of "The Ceylon Telegraph Ordinance, 1908," as amended by Ordinance No. 10 of 1923.

Colonial Secretary's Office,
Colombo, May 28, 1925.

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

Rule referred to.

The following shall be the scale of charges for the use of the telephone trunk line between Aranayake Post Office and the other stations named :—

TELEPHONE CALL OFFICE AT ARANAYAKE POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

	Rs. c.
Between Aranayake and Mawanella	0 15*
Kegalla and Polgahawela	0 25
Kandy, Kandy-Sub, Kurunegala, Peradeniya, Mawatagama, and Narammala	0 50
Colombo, Dehiwala, Elkaduwa, Galagedara, Galaha, Gampola, Hewaheta, Katugastota, Kelaniya, Kotmale, Kotte, Kundasale, Lochmagar, Madulkele, Matale, Craighead, Moratuwa, Nawalapitiya, Panwila, Pussellawa, Ragama, Rangala, Mousagalla, Somerset, Teldeniya, Wattala, Wattegama, and Mount Lavinia	0 75
Agrapatana, Bandaragama, Beruwala, Bogawantalawa, Hatton, Horana, Ingiriya, Kalutara, Kesbewa, Kochchikade, Kotagala, Maskeliya, Negombo, Norwood, Padukka, Paiyagala, Panadure, Radella, Talawakele, Tebuwana, Tillicoultry, Wadduwa, Watagoda, Watawala, Wennappuwa, Ambegamuwa, Ramboda, Dolosbage, and Maggona	1 0
Ambalangoda, Avissawella, Elpitiya, Kandapola, Maturata, Nanu-oya, Neboda, Nuwara Eliya, Chilaw, Fundaluoya, Ragalla, Uda Pussellawa, Marawila, and Nattandiya	1 25
Baddegama, Bandarawela, Diyatalawa, Galle, Habaraduwa, Haputale, Magalla, Ratnapura, Gintota, Kiriella, and Golconda	1 50
Kamburupitiya, Matara, Weligama	1 75
Hakmana	2 0

* From Call Office also 15 cents.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Officer Administering the Government under section 7 of "The Ceylon Telegraph Ordinance, 1908," as amended by Ordinance No. 10 of 1923.

Colonial Secretary's Office,
Colombo, May 28, 1925.

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

Rule referred to.

The following shall be the scale of charges for the use of the telephone junction line between Jaffna Post Office and Chunnakam Post Office :—

TELEPHONE CALL OFFICE AT JAFFNA POST OFFICE.

Telephone Junction Line Charges Fee for Three Minutes' Conversation.

Between Chunnakam and Jaffna .. 15 cents. (From Call Office also 15 cents)

"THE REGISTRARS' PROCEEDINGS VALIDATION ORDINANCE, NO. 3 OF 1912."

An Order in Council for the purpose of giving validity to certain Registrations of Births and Deaths in the District of Matara in the Southern Province.

WHEREAS the registrations specified in the first column of the schedule hereto relative to certain births and deaths in the Matara District of the Southern Province are invalidated by reason of the informality set forth in the second column of the said schedule :

And whereas no other means are by law provided by which the said registrations may be validated :

It is hereby notified that His Excellency the Officer Administering the Government, in the exercise of the powers vested in him by section 3 of "The Registrars' Proceedings Validation Ordinance, No. 3 of 1912," and with the advice of the Executive Council, has been pleased to direct and order as follows :—

That the said registrations be as valid and effectual for all purposes as if the said informality had not occurred.

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

Colonial Secretary's Office,
Colombo, May 25, 1925.

SCHEDULE.

Registrations of births Nos. 14,232 and 14,233 of April 1, 1925, and 14,234 of April 2, 1925; and of deaths Nos. 11,572 and 11,573 of April 1 and 3, 1925, respectively, of Matara town division.

The registrations were effected by Mudalihamy Tennekoon before he was appointed Deputy Medical Registrar.

"THE CO-OPERATIVE SOCIETIES ORDINANCE, NO. 34 OF 1921."

WITH reference to *Gazette* Notification dated October 31, 1921, His Excellency the Officer Administering the Government has been pleased, under section 3 of Ordinance No. 34 of 1921, to appoint Mr. George Edward Jayatileke Hulugalle to be Assistant Registrar of Co-operative Societies, North-Western Division, with effect from May 13, 1925, and to authorize him, subject to the general supervision of the Registrar, to exercise within the North-Western Province all the powers conferred on the Registrar by the Ordinance, save and except such as are defined in sections 7, 8, 9, 27 (2), 31 (2), 32 (4), 33 (1), 34, and 36 of the Ordinance.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 16, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

"THE CO-OPERATIVE SOCIETIES ORDINANCE, NO. 34 OF 1921."

WITH reference to *Gazette* Notification dated October 31, 1921, His Excellency the Officer Administering the Government has been pleased, under section 3 of Ordinance No. 34 of 1921, to appoint Mr. George Edward Jayatileke Hulugalle to be Acting Assistant Registrar of Co-operative Societies, Central Division, during the absence on leave of Mr. Gilbert Grahame Auchinleck, or until further orders, and to authorize him, subject to the general supervision of the Registrar, to exercise within the Central Province and the District of Kegalla, in the Province of Sabaragamuwa, all the powers conferred on the Registrar by the Ordinance, save and except such as are defined in sections 7, 8, 9, 27 (2), 31 (2), 32 (4), 33 (1), 34, and 36 of the Ordinance.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 16, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

IT is hereby notified that an examination under the regulations of January 11, 1924, for gentlemen in the Civil Service will be held in the Council Chamber on Monday, July 13, 1925, at 10 A.M., and following days, namely:—

Monday, July 13	.. Sinhalese	Thursday, July 16	.. Law, Accounts, and Riding
Tuesday, July 14	.. Law	Friday, July 17	.. Tamil
Wednesday, July 15	.. Law	Saturday, July 18	.. Tamil

If necessary, the examination in Tamil will be extended to Monday, July 20, 1925.

The examination for officers in the Police Department and the Forest Department, and the *vivâ voce* examination in the native languages for officers in the Public Works Department, the Irrigation Department, the Railway Department, and the Harbour Engineer's Department will be held at the same time and place.

Candidates are required to send in their names so as to reach this office not later than June 21, 1925.

Gentlemen in the Civil Service should state in their applications whether they are presenting themselves for the first or second examination, and whether they intend taking up Sinhalese or Tamil.

The hours of examination will be from 10 A.M. to 1 P.M. and from 1.30 P.M. to 4.30 P.M., exclusive of the *vivâ voce* examination, which will be specially arranged for.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 15, 1925.

E. B. ALEXANDER,
Acting Colonial Secretary.

Election of Ceylon Medical Council.

NOTICE TO REGISTERED MEDICAL PRACTITIONERS IN CEYLON.

IN accordance with Ordinance No. 24 of 1924 elections will be held for members of the above Council, namely:—

- (1) One member to be elected by the Lecturers of the Ceylon Medical College.
- (2) Two members to be elected by Medical Practitioners who are on the Medical Registers of the United Kingdom and of Ceylon.
- (3) Two members to be elected by Medical Practitioners registered in Ceylon who are not registered in the United Kingdom.
- (4) One member to be elected by Dentists registered in Ceylon.

Nominations for (2) and (3) must be signed by ten or more Electors entitled to vote for the candidate.

Nominations for (1) and (4) must be signed by five or more Electors entitled to vote for the candidate. Only Registered Medical or Dental Practitioners may be nominated.

Nominations of candidates must be sent to the Returning Officer and received before 4 P.M. on Friday, June 19, 1925.

Voting papers and instructions for voting will be issued to the Electors in due course.

F. O'B. ELLISON,
Returning Officer, Ceylon Medical College.

Comparative Monthly Return of Revenue from October, 1921, to January, 1925.

	1921-22.		1922-23		1923-24.		1924-25.
	Rs.		Rs.		Rs.		Rs.
October ..	6,583,591	..	7,720,712	..	8,639,057	..	9,022,025
November ..	5,506,782	..	7,402,884	..	8,001,201	..	7,895,979
December ..	5,042,049	..	6,421,984	..	6,386,145	..	7,732,816
January ..	7,704,744	..	9,389,694	..	11,434,452	..	12,189,391
February ..	6,373,032	..	7,166,303	..	8,209,361	..	
March ..	6,817,153	..	7,737,585	..	8,635,906	..	
April ..	6,722,770	..	7,710,087	..	8,088,372	..	
May ..	7,107,233	..	8,440,781	..	7,766,440	..	
June ..	6,736,841	..	7,692,952	..	7,805,669	..	
July ..	7,119,369	..	8,323,151	..	9,634,199	..	
August ..	6,806,823	..	7,499,727	..	8,651,157	..	
September ..	6,746,725	..	8,205,309	..	9,111,157	..	
Total ..	79,270,117		93,720,163		102,363,116		

General Treasury,
Colombo, April 27, 1925.

C. W. BICKMORE,
for Colonial Treasurer.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of 50,000 tons best Indian or African locomotive coal to the Ceylon Government Railway, between July 1, 1925, and September 30, 1925.

2. The tender should state the colliery from which it will be supplied and the price per ton f.o.b. Calcutta or c.i.f. Colombo, in the case of African coal. All coal shipped shall be of large size, and free from stone, shale, and other foreign matter, and, in the case of Indian coal, shall be inspected by the officers of the Mining Engineer's Department of the Railway Board of India, who shall reject any coal which, in their opinion, is inferior to that contracted for.

3. The coal is to be shipped in approximately equal quantities each month. Steamers will be provided by the Railway for the carriage of Indian coal. Dates of arrival should be so arranged that only one ship will be discharging coal for the Railway at one time. Delivery of the whole quantity to be effected by September 30, 1925.

4. Should the contractor at any time during the execution of the contract find that he will be unable to deliver the full quantity of coal or any portion of it within the period named, he shall at once give notice accordingly to the General Manager of the Railway, who shall have an absolute discretion either to grant an extension of time or to determine the contract and recover damages as provided hereafter in condition 19.

5. The quantity of each shipment will be determined by Marine Surveyors appointed by the Railway, and payment will be made for each separate shipment on the completion of discharge of the steamer in Colombo and on receipt of bill accompanied by the survey report or other proof of correct shipment.

6. The suppliers shall inform the General Manager by telegraph immediately the steamers commence to load, stating the probable date of sailing and shall again telegraph immediately the vessel has sailed. Plans showing the various holds and the quantity of coal in each, bills of lading and invoices must be transmitted by the contractors to the General Manager immediately the vessels are ready for sea. The bills of lading are to be prepared in accordance with the terms of contract.

7. The discharge of the coal at Colombo will be performed by stevedores appointed by the General Manager.

8. If any difference or dispute shall arise between the parties of this contract as to the true intent and meaning of any of the conditions herein contained, or to any matter in dispute arising out of this contract, such difference or dispute shall be referred to a Board of Arbitration, of which each party shall appoint one arbitrator, and the two arbitrators so appointed shall, before proceeding with the

reference, appoint an umpire. The award of the arbitrators and umpire, or of the majority of them, shall be conclusive and binding on both parties hereto.

9. All tenders should be in duplicate, and 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 documents must be sealed under one cover marked "Tender for Supply of Locomotive Coal to the Railway," in the left hand top corner of the envelope, and must be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

10. Tenders should be deposited in the tender box in the Office of the Controller of Revenue, or sent through the post so as to reach the Office of the Controller of Revenue not later than noon on Tuesday, June 16, 1925.

11. 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 tender form is issued.

12. Tenders are to be made on forms which will be supplied upon application at the Office of the Railway 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.

13. Tenderers must satisfy the General Manager that they are in a position to execute the contract in a satisfactory manner, documentary or other evidence being produced for the purpose if called for, and, in the case of tenderers who are not resident in the Colony, by a duly constituted agent specially empowered in that behalf.

14. Tenders from tenderers not resident in the Colony will not receive consideration, unless submitted by a duly constituted agent resident in the Colony specially empowered to tender for the same and to execute a valid contract in that behalf and to fulfil all the terms of the contract.

15. Should any tenderer decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing 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 Ceylon Government contract. All other deposits will be returned upon signature of a contract.

16. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of security required will be Rs. 5,000 in cash or fixed deposit.

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

18. The contractors shall not assign or transfer the contract without the permission of the General Manager of the Railway.

19. Should the contractors fail to supply coal in the quantities and at the time agreed upon, or should they commit a breach of any of the covenants of the contract, the General Manager shall be at liberty by notice in writing, to forthwith determine the contract, and thereupon the contractors will be liable to pay to the General Manager all costs and expenses incurred by the failure to supply coal, or by the breach of any other covenant of the contract, and shall in addition be liable to forfeit the sum of Rs. 5,000 deposited by them as security, which said sum of Rs. 5,000 shall be paid and forfeited as liquidated damages and not by way of a penalty and shall not be deemed to include the cost and expenses hereinbefore referred to.

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

General Manager's Office,
Colombo, May 27, 1925.

T. E. DUTTON,
General Manager.

TENDERS are hereby invited for supply and delivery of road metal (broken stone to pass every way through a 2-inch ring) from October 1, 1925, to September 30, 1926, for the use of the Public Works Department at the following places in the Northern Province:—

- (a) At Mannar beach, near the Customs, at Rs. ———, per cube.
(b) At Pesalai beach, near the Customs, at Rs. ———, per cube.

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

3. Tenders must be marked "Tender for Supply of Road Metal in the Mannar District, Northern Province, 1925-26" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on June 16, 1925.

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

5. Samples of the metal tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Northern Province, Jaffna, not later than 12 noon on June 16, 1925.

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

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

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

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

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the

works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 350 for the due and faithful performance of the contract.

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

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

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

14. 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 Provincial Engineer, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

15. Tenderers, who have not previously held Government contracts, when applying for tender forms, should furnish the officer issuing the forms with a written statement giving their full names and permanent addresses, stating in which district or districts they own landed property or other interests. The extent of landed property and the nature and extent of other interests should also be given.

16. In the case of persons who have carried out contracts with the Public Works Department, but not in the division or district concerned in the notice calling for tenders, they should state in which division or district, or divisions or districts they held contracts.

17. In the case of persons who have carried out Government contracts with departments other than the Public Works Department, the name of such department and the district in which the service was rendered should be stated.

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

Public Works Office,
Colombo, May 27, 1925.

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

SCHEDULES of rates are hereby invited for carrying out the works of constructing a new Children's Ward of 40 beds at the Kandy Hospital.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Kandy, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, Central Province North, Kandy.

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Kandy, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Kandy, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province North, Kandy, and the duplicate addressed to the District Engineer, Kandy, endorsed on the outside "Schedule of Rates for New Children's Ward, Kandy Hospital," so as to reach the offices of the foregoing officers on or before 12 noon on June 15, 1925. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

5. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal and rejected.

6. Government reserves to itself the right to supply the contractor with any materials, including any imported articles, which may be necessary in the execution of the work included in any agreement.

7. 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 Provincial Engineer, Central Province North, Kandy, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

8. Government does not bind itself to accept the lowest or any of the schedules of rates submitted, nor to give all the work included in the whole scheme or in any one item to any one contractor.

Public Works Office,
Colombo, May 27, 1925.

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

TENDERS are hereby invited for the following service in the Galle District for a period of two years from October 1, 1925:—

(a) To deliver rubble of approved quality at the Galle Jail premises at Rs. ————— per cube.

(b) To transport metal from the Galle Jail premises and pile such metal at Rs. ————— per cube, as follows:—

On the Galle-Colombo road on the following miles:—

68-69 miles, including piling, at Rs. ————— per cube.

69-70 do.

70-71 do.

71-72 do.

72-73 do.

73-74 do.

74-75 do.

2. The rubble must be delivered in such quantities as required by the District Engineer, Galle District, and at a rate of not less than 4 cubes a day. The rubble is for the purpose of being broken by the prisoners in the Galle Jail into metal.

3. The metal so broken will be issued to the contractor by the Jailer, Galle, through the shoot in the Western wall of the Jail, and the contractor shall remove the metal so issued and pile the same on the road or roads as ordered by the District Engineer according to requirements.

4. The quantity of metal so transported and piled shall not be less than 50 cubes per month, or the District Engineer's full requirement if less than that amount, and will be measured monthly, and payments made at the rates to be agreed upon for each cube piled, including transport.

5. The contractor shall furnish all tools, powder, fuse, baskets, and transport as shall be necessary for the due and proper performance of the contract, and shall be at liberty to work in the Public Works Department Talbot town quarry, if he wishes.

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

7. Tenders must be marked "Tender for Supply of Metal in the Galle District, 1925-27" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 16, 1925.

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

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

10. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, Southern Province, Galle, 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. Further information may be obtained on application at the Office of the Provincial Engineer, Southern Province, Galle.

12. Before any tender is accepted, the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth which may be seen at the Provincial Engineer's Office, Galle, and to deposit a sum of Rs. 200 for the due and faithful performance of the contract.

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

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

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 Provincial Engineer, Southern Province, Galle, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

17. Tenderers, who have not previously held Government contracts, when applying for tender forms, should furnish the officer issuing the forms with a written statement giving their full names and permanent addresses, stating in which district or districts they own landed property or other interests. The extent of landed property and the nature and extent of other interests should also be given.

18. In the case of persons who have carried out contracts with the Public Works Department, but not in the division or district concerned in the notice calling for tenders, they should state in which division or district, or divisions or districts they held contracts.

19. In the case of persons who have carried out Government contracts with departments other than the Public Works Department, the name of such department and the district in which the service was rendered should be stated.

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

Public Works Office,
Colombo, May 27, 1925.

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

TENDERS are hereby invited for the construction of a Village Tribunal Court on Pupuressa road, Gampola, Kandy District, Central Province.

2. Tenders, which must be addressed to the Government Agent, Central Province, Kandy, should reach him on or before 12 noon on Friday, June 12, 1925.

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 Government Agent, Central Province.

4. Tenderers must be prepared to enter into an agreement with the Government Agent 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 and bond, or fail to furnish approved security, within seven days of receiving a notice in writing from the Government Agent that his tender has been accepted, his deposit shall be forfeited to the Village Committee. All other deposits will be returned upon signature of contract or agreement.

7. The Governmens Agent, Central Province, does not bind himself to accept the lowest or any tender, and reserves to himself the right of accepting or rejecting any tender.

The Kachcheri,
Kandy, May 27, 1925.

C. J. DANE LANKTREE,
for Government Agent.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the following unserviceable articles belonging to the Electrical Department, Public Works Department, will be sold by public auction at the Electrical Department, Government Factory, Colombo, on Wednesday, June 10, 1925, at 9.30 A.M. :—

Item No.	Quantity.	Description of Article.
1 .. 6	"Turkey" ceiling fans, A. C. 100 volts
2 .. 2	Four-pole ceiling fans, D. C. 220 volts
3 .. 61	Ceiling roses
4 .. 3	Globes for arc lamp, outer, "Jundas"
5 .. 1	Globe for arc lamp, outer, "Midget"
6 .. 1	Globe for arc lamp, outer, "Flambolet"
7 .. 1	Globe for arc lamp, outer, "Aston Worsely"
8 .. 3	Globes for arc lamp, outer, "Westminster Alabaster"
9 .. 3	Globes for arc lamp, outer, "Opalin"
10 .. 1	Spare glass for photographic lamp
11 .. 1	Spare glass for No. 108 type
12 .. 9	Globes for arc lamps, inner "Jundas"
13 .. 36	Porcelain fittings
14 .. 3	Receiver ear pieces
15 .. 151	Transmitter mouthpieces, assorted
16 .. 23	Carbon diaphragms
17 .. 1	Globe for bracket fittings, 3 in.
18 .. 10	Accumulators
19 .. 6	Switches, D. P. 3190

2. The articles may be inspected at the site on permit of the Electrical Engineer, Public Works Department, Colombo.

3. The purchasers will be required to deposit the full amount of the purchase money with the Electrical Engineer, Public Works Department, Colombo, at the close of the auction, when the articles become the property of the respective buyers at their risk. All articles must be removed within three days from the date of sale.

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

Public Works Office,
Colombo, May 27, 1925.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Friday, June 5, 1925, at 3 P.M. at the Police Headquarters, Maradana :—

500 pairs boots, Constables'	125 overcoats
3 pairs boots, English leather	5 raincoats, Inspectors'
175 pairs braces	45 pairs, socks
13 banians, flannel	3 pairs, stockings
9 caps Inspectors'	50 tunics, khaki
17 helmets	40 pairs, trousers, khaki
5 neckerchiefs	600 serge suits
	1 chair

Police Headquarters, E. F. L. WRIGHT,
Colombo, May 26, 1925. for Inspector-General of Police.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended May 23, 1925.

Births.—The total births registered in the city of Colombo in the week were 153 (2 Europeans, 8 Burghers, 96 Sinhalese, 11 Tamils, 24 Moors, 8 Malays, and 4 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1925, viz., 254,867) was 31.3, as against 32.1 in the preceding week, 23.5 in the corresponding week of last year, and 27.6 the weekly average for last year.

Deaths.—The total deaths registered were 132 (2 Burghers, 76 Sinhalese, 32 Tamils, 15 Moors, 2 Malays, and 5 Others). The death-rate per 1,000 per annum was 27.0, as against 34.0 in the previous week, 25.3 in the corresponding week of last year, and 29.8 the weekly average for last year.

Infantile Deaths.—Of the 132 total deaths, 37 were of infants under one year of age, as against 41 in the preceding week, 33 in the corresponding week of the previous year, and 32 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 4.

Principal Causes of Death.—1. (a) Nineteen deaths from *Pneumonia* were registered, 7 in Maradana hospitals (including 1 death of a non-resident), 3 in Slave Island, 2 each in St. Paul's and New Bazaar, and 1 each in Maradana North, Maradana East, Maradana South, Wellawatta North, and Wellawatta South, as against 25 in the previous week, and 18 the weekly average for last year.

(b) Three deaths from *Influenza* were registered, 1 each in San Sebastian, New Bazaar, and Maradana East, as against 6 in the previous week, and 4 the weekly average for last year.

(c) Three deaths from *Bronchitis* were registered, 1 each in St. Paul's, San Sebastian, and Maradana North, as against 5 in the previous week and 4 the weekly average for last year.

2. Twelve deaths from *Phthisis* were registered, 8 in Maradana hospitals (including 3 deaths of non-residents), 2 in Kotahena South, and 1 each in St. Paul's and New Bazaar, as against 16 in the previous week, and 13 the weekly average for last year.

3. Eight deaths from *Enteric Fever* were registered, 6 in Maradana hospitals (including 1 death of a non-resident), and 1 each in New Bazaar and Wellawatta North, as against 5 in the previous week, and 5 the weekly average for last year.

4. One death from *Cholera* was registered in Maradana hospital, as against nil in the previous week.

5. Eleven deaths were registered from *Debility*, 9 from *Enteritis*, 8 from *Infantile Convulsions*, 5 from *Dysentery*, 4 from *Worms*, 2 from *Puerperal Septicæmia*, 1 from *Diarrhæa*, and 46 from *Other Causes*.

6. Seventy-nine cases of *Chickenpox*, 22 of *Enteric Fever*, 6 of *Measles*, and 2 of *Cholera* (1 in Port) were reported during the week, as against 61, 11, 10, and nil, respectively, of the preceding week. No case of *Plague* was reported either this week or the previous week.

State of the Weather.—The mean temperature of air was 82.7°, against 83.9° in the preceding week and 81.8° in the corresponding week of the previous year. The mean atmospheric pressure was 29.857 in., against 29.779 in. in the preceding week and 29.788 in. in the corresponding week of the previous year. The total rainfall in the week was 0.81 in., against 0.54 in. in the preceding week, and 9.55 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, May 26, 1925.

E. R. DE SILVA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE ARCTIC ROOFING COMPANY (CEYLON), LIMITED.

- 3rd Publication*
1. THE name of the Company is "THE ARCTIC ROOFING COMPANY (CEYLON), 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 carry on the business of manufacturers in Ceylon.
 - (b) To acquire from Frederick Denham Till an exclusive licence to manufacture and sell in Ceylon the Arctic Roofing, and for this purpose to enter into and carry into effect with or without modification the agreement referred to in clause 3 of the accompanying Articles of Association made between the said Frederick Denham Till of the one part and the Company of the other part in the terms of the draft, a copy of which has for the purposes of identification been endorsed by W. K. S. Hughes, a Proctor of the Supreme Court.
 - (c) 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.
 - (d) 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 licences 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 however 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.
 - (e) 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.
 - (f) 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. 500,000, divided into 50,000 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.
F. DENHAM TILL, Colombo	One
RONALD ALFORD, Colombo	One
N. W. BENTLEY BUCKLE, Kosgama	One
H. S. BOYD, Colombo	One
FRANK R. ALFORD, Colombo	One
J. GALPIN, Colombo	One
A. R. NELSON, Colombo	One
Total Shares taken ..	Seven

Witness to the above signatures at Colombo, this Eighth day of April, 1925:

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

ARTICLES OF ASSOCIATION OF THE ARCTIC ROOFING COMPANY (CEYLON), LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

The Directors shall forthwith on behalf of the Company acquire the exclusive licence referred to in paragraph (b) of clause 3 of the Memorandum of Association of the Company, and for that purpose and in the same behalf shall enter into the agreement mentioned in the said paragraph, and shall carry the same into effect with full power nevertheless, to agree to any modification thereof. Provided always that the acquisition of the said licence and the entry into such agreement (with or without modification) as aforesaid are the essence of the establishment of the Company, and every member of the Company, whether present or future, is to be deemed to have had notice of and to have assented to the terms and provisions of the said acquisition and agreement, no objection shall be taken to such acquisition and agreement upon the ground that any promoter or Director was a vendor to the Company or otherwise party to and interested in the said acquisition or agreement, or that the vendor stood in a fiduciary relation to the Company, or that the purchase consideration was fixed without independent valuation, or that the Directors did not constitute an independent board, nor shall any promoter or Director be liable to account to the Company for any profit or benefit derived by him under the said acquisition or agreement by reason of the foregoing, and every member of the Company whether present or future shall be deemed to have become such upon the basis of this proviso.

CAPITAL.

4. The nominal capital of the Company is Five hundred thousand Rupees, divided into 50,000 shares of Ten Rupees 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, and also subject to the original terms on which the free issue of shares is made to Frederick Denham Till.
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 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 rights 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, 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 35 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 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 declination shall be absolute.

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

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

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

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

TRANSMISSION OF SHARES.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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 representatives.

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

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

PREFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium, or with such 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 rights 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, or 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 fourteen 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. Fourteen 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 whatever 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 the case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder ; and unless a poll be immediately demanded by some Shareholder, or in the case of a special resolution by five Shareholders, present and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company, shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed in that behalf.

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

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

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

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

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

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

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

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

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

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

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

The Arctic Roofing Company (Ceylon), Limited.

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

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

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 twenty 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 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 R. Alford, W. T. Miller, N. W. Bentley Buckle, and also F. D. Till, who will join the Board after allotment and the execution of the agreement mentioned in paragraph 3 hereof. 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 file 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 licence 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, artizans, labourers, and other servants for such period or periods and with such remuneration and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, 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 any of the preceding clauses, and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the powers following (that is to say) :—

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

116. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee, in conformity with such regulation 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. Alford Buckle 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 profit 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 of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the 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:—

F. DENHAM TILL, Colombo.

RONALD ALFORD, Colombo.

N. W. BENTLEY BUCKLE, Kosgama.

H. S. BOYD, Colombo.

FRANK R. ALFORD, Colombo.

J. GALPIN, Colombo.

A. R. NELSON, Colombo.

Witness to the above signatures at Colombo, this Eighth day of April, 1925:

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

Publication

MEMORANDUM OF ASSOCIATION OF THE AMBALAWA ESTATE COMPANY OF CEYLON, LIMITED.

1. THE name of the Company is "THE AMBALAWA ESTATE COMPANY OF CEYLON, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase from the proprietors thereof Ambalawa estate, situate in the Gampola 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, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee-curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company, or as agents for others, and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
 - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in parts 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 One million Rupees (Rs. 1,000,000), divided into 20,000 cumulative preference shares of Rs. 10 each and 80,000 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 aforesaid, 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 Shareholders.	Number of Shares taken by each Subscriber.
H. HOPWOOD, Colombo	One
G. K. STEWART, Colombo	One
P. J. PARSONS, Colombo	One
ARTHUR BOYS, Colombo	One
W. S. FLENDALL, Colombo	One
S. T. HALE, Colombo	One
A. R. NELSON, Colombo	One
Total Shares taken ..	Seven

Witness to the above seven signatures at Colombo, this Twenty-fifth day of April, 1925:

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

ARTICLES OF ASSOCIATION OF THE AMBALAWA ESTATE COMPANY OF CEYLON, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

Words importing 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 Ambalawa 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 One million Rupees (Rs. 1,000,000), divided into 20,000 cumulative preference shares of Ten Rupees (Rs. 10) each and 80,000 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 20,000 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 offers 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 20,000 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 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 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 certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

CALLS.

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 declination 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 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.

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 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 effected by any irregularity in the proceedings in reference to such forfeiture or sale.

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

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

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

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

48. A certificate in writing under the hands of one of the Directors and of the Secretary 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 20,000 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 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.

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 member 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, 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 convenes 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 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.

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 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.

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 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 of 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 Ambalawa Estate Company of Ceylon, Limited.

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

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

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 David Stuart Cameron of Craighead, N walapitiya, Robert Davidson of Colombo, Sidney James Rammell of Kandy, and also George Douglas Hamilton Alston of Castlereagh, Dikoya, 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 Directors 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 Ambalawa 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 a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees without special powers, and from time to time to vary or release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon, or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in 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 Lewis Brown & Company, 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 shall hold office till the Second General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the First Ordinary General Meeting after his or their appointment, or until otherwise ordered by a General Meeting.

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 Director 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 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.

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 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.

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

H. HORWOOD, Colombo.
G. K. STEWART, Colombo.
P. J. PARSONS, Colombo.
ARTHUR BOYS, Colombo.
W. S. FLENDALL, Colombo.
S. T. HALE, Colombo.
A. R. NELSON, Colombo.

Witness to the above seven signatures at Colombo, this Twenty-fifth day of April, 1925 :